

**ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS**  
(Including Diking Improvement District #4)

**APRIL 5, 2016**

10:00 a.m. Regular Meeting

**APRIL 6, 2016**

9:00 a.m. Work Session with Individual Departments and Elected Officials

Location (Unless otherwise noted): Board of County Commissioners Hearing Room (Room 102B Basement), Island County Annex Bldg., 1 NE 6<sup>th</sup> Street, Coupeville, WA

[\[CLICK HERE for Internet link to Island County Coupeville Campus Map & Contact Guide\]](#)

**MEETING AGENDA – APRIL 5, 2016**

**10:00 a.m. Convent Regular Meeting** -- Pledge of Allegiance

*Welcome to the Board of County Commissioners meeting. The Board values your input and ideas, and sets aside a time called “Public Input or Comments.” A “Public Hearing” or “Public Meeting” will begin no sooner than the time shown. Occasionally, items do not make this agenda in time, but are added just prior to the meeting at the discretion of the Chair. This separate “Chair’s Agenda” will be addressed as the schedule permits.*

**10:00 a.m. Public Input or Comments**

*This is time set aside for members of the public to speak to the Board about subjects of concern or interest, or items on the agenda. Comments on matters scheduled for Public Hearing will be taken at the time shown on the agenda. The Board will take all information under advisement, but generally will not take any action unless it is emergent in nature. To ensure your comments are recorded properly, please state your name and address clearly into the microphone. Please limit your comments to 2 minutes.*

**Consent Agenda**

*[Consent Agenda items will be considered together and will be approved on a single motion typically without discussion. The items proposed for the Consent Agenda are considered to be routine and public comment or inquiries are not anticipated. Any item on the Consent Agenda will be moved to the Regular Agenda upon request from any Board Member prior to or during the Board meeting. An item moved to the Regular Agenda will be considered after the Consent Agenda.]*

- 1) [Approve](#) pre-audited vouchers, warrants, electronic funds transfers and payroll

Auditor

- 2) [Award Bid](#) to the Whidbey News-Times as the Official County Legal Newspaper as required under RCW 36.72.075. Bids were sought and required to be submitted no later than March 3, 2016, with one bid for selection received from the Whidbey News-Times. Contract Term: 1 Year beginning July 1, 2016

Human Services

- 3) [Resolution C-31-16](#) Establishing an Island County Treatment Sales Tax Allocations Advisory Committee

**ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS**  
**Meeting Agenda – April 5, 2016**

Enhanced 911

- 4) [Amendment A to Interlocal Agreement](#) with WA State Military Department providing State Enhanced 911 funds for County FY16 Wireline and Wireless Operations at ICOM. The amendment adjusts the funds in the Budget Sheet based on updated expenditures and projected revenues. Contract No. E16-038; Amount: <\$2,300> (RM-BOCC-2016-115)
- 5) [Amendment A to Interlocal Agreement](#) with ICOM for WA State Enhanced 911 FY16 Wireline and Wireless Funds. The amendment adjusts the funds in the Budget Sheet based on updated expenditures and projected revenues. Contract No. E16-038; Amount: <\$2,300> (RM-BOCC-2016-114)

Long Range Planning

- 6) [Services Agreement](#) with The Watershed Company. The agreement will provide environmental consulting services to support the completion of revisions to the Fish and Wildlife Habitat Conservation Area regulations in Island County. Amount: \$22,960 (base) and not to exceed \$33,000 (RM-PLAN-2016-105)

Public Health

- 7) [Contract Amendment 6](#) with WA State Department of Health. This Consolidated Contract Amendment provides a net overall decrease in funding of <\$1,982> with increases and reductions as follows: Increase \$12,200 to the NEP Beach Program, Increase \$17,300 to the Drinking Water Group A Program and decrease <\$31,482> to the WIC Program. Contract No. C17111; Amount: <\$1,982> (RM-HLTH-2016-96)

Public Works

County Roads

- 8) [Supplement No. 1](#) with Reichhardt & Ebe Engineering, Inc.; Maximum Amount Payable increased by \$150,000 (RM-PW-2016-92) (PW-1620-031)

Sheriff

- 9) [Homeland Security Grant Agreement](#) from the WA State Military Department, a multi-agency grant to cover equipment and payroll for the Marine Safety Unit. Contract Term: 9/1/15 to 6/30/18; Agreement No. E16-174; Amount: \$150,092 (RM-SHER-2016-94)

**Regular Agenda**

*[Items listed under this portion of the Agenda are typically considered separately.]*

Commissioners

- 10) [Resolution C-32-16](#) Proclaiming April 2016 National County Government Month
- 11) [Resolution C-33-16](#) Proclaiming the Week of April 10-16, 2016 as National Volunteer Week in Island County
- 12) [Resolution C-34-16](#) Proclaiming April 2016 Grange Month in Island County

**ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS  
Meeting Agenda – April 5, 2016**

**Public Hearings**

*[A Public Hearing will begin no sooner than the time shown.]*

**Budget**

- 13) [10:15 a.m. Public Hearing](#): Resolution C-29-16 Amending the 2015 Island County Budget. The proposed resolution revises budget estimates to recognize unforeseen expenditures in Current Expense, Solid Waste and other miscellaneous funds. Additional revenues have been identified to fund these unforeseen expenditures.

**Sheriff**

- 14) [10:15 a.m. Public Hearing](#): Ordinance C-28-16 Amending Island County’s Fireworks Chapter 9.08A and Burn Ban Chapter 14.03B. The ordinance would limit the use and discharge of consumer fireworks in unincorporated Island County and authorize the Island County Sheriff, acting as the Island County Fire Marshal, to temporarily ban use and discharge of fireworks in severe dry weather conditions in unincorporated Island County.

**Commissioners Comments & Announcements**

*[This time provides an opportunity for Commissioners to discuss events, actions or issues that may generate public comment, media calls, or otherwise be of interest to the Board of County Commissioners.]*

**1:00 p.m. Presentation - Lodging Tax Advisory Committee Program Plan**

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**APRIL 6, 2016 @ 9:00 a.m.**

**WORK SESSIONS** with individual Departments and Elected Officials. Work Sessions are a public meeting which provides an opportunity in an information workshop format for the Board to review in detail ongoing issues with individual departments and elected officials. This time is also used for the Board to meet with other agencies, committees and groups to discuss specific topics of mutual interest. Items are typically first reviewed at Work Sessions before being scheduled on the agenda for the Board’s regular business meetings held on Mondays.

\*\*\*\*\*

Debbie Thompson, Clerk of the Board of County Commissioners (360) 679-7385

NOTICE: Persons with disabilities requiring elevator access to the Hearing Room, please call twenty-four (24) hours prior to the scheduled event: (360) 678-7919 from North Whidbey; (360) 629-4522 Ext. #7919 from Camano Island; or (360) 321-5111 Ext. #7919 from South Whidbey
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COUNTY OF ISLAND  
STATE OF WASHINGTON  
EXPENDITURE APPROVALS  
April 5, 2016

We, the undersigned Board of County Commissioners of Island County, Washington, do hereby certify that the materials have been furnished, the services rendered, or the labor performed as described herein, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the COUNTY OF ISLAND. All warrants issued are payment of previously approved vouchers. A detail of all vouchers, warrants and payroll records is available in the County Auditor's office.

VOUCHER APPROVALS					
Department		Department		Department	Amount
Assessor	\$ 1,179.42	Facilities	\$ 50,251.15	Planning	\$ 10,297.37
Auditor	\$ 9,316.96	Non Departmental (90)		Prosecuting Attorney	\$ 2,829.03
Budget		GSA	\$ 13,034.13	Public Health	\$ 1,977.28
Clerk	\$ 3,376.42	Human Resources	\$ 3,670.06	Public Works	\$ 568,296.03
Commissioners	\$ 234.17	Human Services	\$ 98,320.75	Sheriff	\$ 25,408.05
Coroner	\$ 460.86	Information Technology	\$ 117,465.16	Superior Court/Juvenile	\$ 12,485.49
District Court	\$ 2,101.96	Miscellaneous (Comm)	\$ 5,403.53	Treasurer	\$ 1,191.90
Emergency Management		Natural Resources	\$ 3,841.16		
Extension Services	\$ 1,780.83	Non Departmental (00)	\$ 11,530.78		
<b>Total</b>					<b>\$ 944,452.49</b>

*WARRANT APPROVALS		Warrant #	through	Warrant #	Amount
		506795		507030	\$ 577,328.58
<b>Total</b>					<b>\$ 577,328.58</b>

*\*Includes Immediate Pay Misc., Payroll \$11,368.82*

EFT APPROVALS			
Description		Fund	Amount
EFT Debit Card Settlement Date 3/17/2016		997	\$ 97.85
EFT Debit Card Settlement Date 3/18/2016		997	\$ 18.01
EFT Debit Card Settlement Date 3/19/2016		997	\$ 411.73
EFT Debit Card Settlement Date 3/20/2016		997	\$ 27.09
EFT Debit Card Settlement Date 3/21/2016		997	\$ 115.00
EFT Debit Card Settlement Date 3/22/2016		997	\$ 278.33
EFT Debit Card Settlement Date 3/23/2016		997	\$ 261.28
EFT Debit Card Settlement Date 3/24/2016		997	\$ 97.28
EFT Debit Card Settlement Date 3/25/2016		997	\$ 1,005.49
EFT Debit Card Settlement Date 3/26/2016		997	\$ 106.47
EFT Debit Card Settlement Date 3/27/2016		997	\$ 194.78
EFT Debit Card Settlement Date 3/28/2016		997	\$ 139.85
EFT Debit Card Settlement Date 3/29/2016		997	\$ 235.31
EFT Debit Card Settlement Date 3/30/2016		997	\$ 268.97
EFT Mass Mutual 457 Plan Settlement Date 3/18/2016		997	\$ 13,795.00
EFT Nationwide Retirement 457 Plan Settlement Date 3/18/2016		997	\$ 1,175.00
EFT Department of Retirement Systems 457 Plan Settlement Date 3/21/2016		997	\$ 3,877.50
EFT HRA/VEBA Settlement Date 3/18/2016		997	\$ 3,012.50
<b>Total</b>			<b>\$ 25,117.44</b>

PAYROLL APPROVALS				
Description Pay Period		through		Amount
Warrants				
Direct Deposit				
<b>Total</b>				<b>\$ -</b>

APPROVED this 5th day of April 2016.

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

\_\_\_\_\_  
Richard M. Hannold, Chair

\_\_\_\_\_  
Jill Johnson, Member

\_\_\_\_\_  
Helen Price Johnson, Member

ATTEST:

\_\_\_\_\_  
Debbie Thompson, Clerk of the Board



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 4/5/2016

Consent Agenda

<b>DEPARTMENT:</b> Auditor	
<b>DIVISION:</b> (if applicable) Island County - Countywide	
<b>STAFF CONTACT:</b> Sheilah Crider, Auditor	
<b>AGENDA SUBJECT:</b> Bid for 2016 Official Legal Island County Newspaper	
<b>BACKGROUND/SUMMARY:</b>	<b>WORK SESSION DATES:</b> (if applicable) 2/10/16 & 3/16/16
In compliance with the WA State Statute <u>RCW 36.72.075</u> , the County Auditor sought bids for the Official Legal Island County Newspaper for 2016. Bids were required to be submitted no later than 9:00am on March 3, 2016. One (1) bid was received and opened at 10:00 am on March 3, 2016. The bid received is from <u>Whidbey News Times</u> . The bid received has been submitted for Board consideration and award of the contract today, April 5, 2016, at the first Board meeting of April as required in statute. The bid includes publication in both the Whidbey News Times and South Whidbey Record newspapers as well as the new statewide legal notices website hosted by Washington Newspaper Publishers Association (at no additional charge to Island County). In previous years, the Board has requested the official legal newspaper "provide proofs of ads prior to publication". The current bid does <b>not</b> provide ad proofs to the county prior to publication. You may want to add this.	
<b>FISCAL IMPACT/FUNDING SOURCE:</b>	
<b>RECOMMENDED ACTION:</b>	
<input checked="" type="checkbox"/>	Approve/Adopt
<input type="checkbox"/>	Schedule Public Hearing/Meeting
<input type="checkbox"/>	Continue Public Hearing/Meeting
<input type="checkbox"/>	Information/Discussion
<input type="checkbox"/>	Other (describe) _____
<b>SUGGESTED MOTION:</b> Accept the bid from <u>Whidbey News Times</u> and award the contract for 2016 Official Legal Island County Newspaper to <u>The Whidbey News Times</u> and provide ad proofs to the county prior to publication.	

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

WHIDBEY  
**NEWS-TIMES**

107 S. Main Street, Coupeville, Washington 98239  
•••

February 19, 2016

Sheilah Crider  
Island County Auditor  
P.O. Box 5000  
Coupeville, WA 98239  
Re: Selection of an Official Island County Legal Newspaper – March 3, 2016

Dear Ms. Crider,

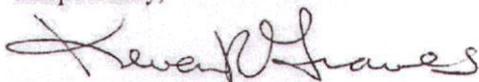
**Thank you** for the opportunity to bid for selection as the official Island County Legal Newspaper. The *Whidbey News-Times* and *South Whidbey Record*, both legally-adjudicated publications, offer a combined circulation of more than 9,400. This will ensure broad exposure for Island County legal notices in Island County. The *News-Times* and *Record* are each published twice a week, providing Island County increased opportunity to publish legal notices in a timely manner.

**Because we understand** Island County's need to be mindful of costs, and because we value your business greatly, we are proposing a legal rate of \$12.72 per column inch for county legal notices to publish in both the *News-Times* and *Record*. That reflects a savings over our current open legal rate and ensures the broadest exposure. We will include Island County's logo free of charge at the top of each legal notice placed by the county. This will help to distinguish Island County legals from other legal notices.

**To further increase** visibility of your legal notices — at no additional charge to Island County — the *News-Times* and *Record* will publish all legal notices online at [www.whidbeynewstimes.com/legal\\_notices/](http://www.whidbeynewstimes.com/legal_notices/) [www.southwhidbeyrecord.com/legal\\_notices/](http://www.southwhidbeyrecord.com/legal_notices/) as well as on a new statewide legal notices website hosted by Washington Newspaper Publishers Association. The WNPA site is utilized by nearly all of Washington state's weekly and non-weekly newspapers to provide the broadest exposure possible.

**We are committed** to ensuring Island County receives the best service possible and welcome the opportunity to serve your legal advertising needs in the coming year. Any time you have questions, please feel free to call me directly.

Respectfully,



Keven R. Graves  
[kgraves@whidbeynewsgroup.com](mailto:kgraves@whidbeynewsgroup.com)  
Publisher  
Whidbey News Group  
360-675-6611 or 360-221-5300



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 4/5/16

CONSENT AGENDA  
 REGULAR AGENDA  
 PUBLIC HEARING/MTG

RESOLUTION/ORDINANCE NO

C-31-16

DEPARTMENT: Human Services

DIVISION: Behavioral Health

STAFF CONTACT: Jackie Henderson

AGENDA SUBJECT: Resolution C-31-16 In the matter of establishing an island county treatment sales tax allocations advisory committee.

BACKGROUND/SUMMARY:

WORK SESSION DATE: 4/13/16

FISCAL IMPACT/FUNDING SOURCE: N/A

RECOMMENDED ACTION:

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

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

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

**IN THE MATTER OF ESTABLISHING }  
AN ISLAND COUNTY TREATMENT }  
SALES TAX ALLOCATIONS }  
ADVISORY COMMITTEE }**

**RESOLUTION #C-3|-16**

**WHEREAS**, the Washington State Legislature passed ESSB 5763 in 2005 which became RCW 82.14.460 which gave county's the legislative authority to authorize, fix and impose a sales and use tax of one-tenth of one percent; and

**WHEREAS**, money's collected must be used solely for the purpose of providing for the operation or delivery of chemical dependency or mental health treatment programs and services and for the operation or delivery of therapeutic court programs and services; and

**WHEREAS**, the Board of Island County Commissioners unanimously passed the sales tax increase by Ordinance C-78-07 on August 6, 2007; and

**WHEREAS**, there is now a need for an established Advisory Committee to provide oversight and review of county actions relating to implementation and use of the sales tax and to make recommendations to promote efficient and cost effective implementation and use of the tax; and

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Board of Island County Commissioners does hereby establish an Island County Treatment Sales Tax Allocations Advisory Committee, attached as "Exhibit A".

**APPROVED** this    day of April, 2016.

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

\_\_\_\_\_  
Richard M. Hannold, Chair

\_\_\_\_\_  
Jill Johnson, Member

\_\_\_\_\_  
Helen Price Johnson, Member

**ATTEST:**

\_\_\_\_\_  
Debbie Thompson, Clerk of the Board

"EXHIBIT A"

Island County  
Treatment Sales Tax Allocations  
Advisory Committee

Primary Objective

To provide recommendations to the Island County Board of County Commissioners via the Human Services Department and Superior Court for the implementation of programs and services funded by the dedicated sales tax increase of 1/10th of 1% passed by ordinance C-78-07, August 6, 2007.

Intent of the ordinance

To fund a county wide infrastructure for behavioral health programs and services, emphasizing expansion or new development to benefit citizens who are impacted by behavioral health disorders. The goal is to promote their resilience and their recovery from behavioral health disorders, and to reduce their need to utilize costly and less effective interventions of emergency services and the criminal justice system.

Treatment Sales Tax Priorities

Programs and services shall reflect priorities set forth in RCW 82.14.460 including the following areas, in no particular order, based on a current lack of treatment services for those populations:

1. Individuals in the criminal justice system, including access to existing and new or expanded therapeutic courts
2. Individuals in need of treatment who do not have access to other forms of funding or benefits to obtain such services
3. Crisis and acute services
4. Early intervention and outreach services for children and adolescents
5. Creation and expansion of access to recovery support services, including housing supports.

Programs shall strive to accomplish this through evidence-based or promising practices which are collaborative, person-centered, recovery and resilience based, fiscally responsible, and culturally competent. Programs will support a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. All programs funded from this sales tax will provide ongoing evaluation, research, and data in order to gauge effectiveness. Results of these evaluations will be shared with the committee to assist with funding decisions. Funding priorities shall be guided by community needs.

Advisory Committee Duties

The basic purpose of the Committee is to serve in an advisory capacity regarding the implementation and use of the tax imposed by ICC 3.02D.010.

The Advisory Committee shall have the following duties:

1. Meet at least twice annually to provide oversight and review of county actions relating to implementation and use of the tax imposed by this chapter; and
2. Make recommendations to promote efficient and cost-effective implementation and use of the tax imposed by this chapter; and
3. When requested by the Director of the Department of Human Services and Superior Court Administrator, provide input or other assistance in the recommendation of evaluation components and advice regarding minimum reserve fund level; and
4. Other such duties as the Board of County Commissioners may assign.

#### Membership

A 12 member advisory committee will be formed to include the following representatives:

Juvenile/Superior Court Administrator & Human Services Director (non-voting co-chairs)

1. Representative from the BOCC
2. Assessment & Healthy Communities Director
3. Representative from Whidbey General
4. K-12 School District representative (rotate 2-year terms between Districts)
5. Representative in active recovery
6. Chemical Dependency Treatment clinician
7. Mental Health Treatment clinician
8. Representative from the Prosecuting Attorney's Office
9. Representative from the community (rotate 2-year terms between Districts)
10. Representative from housing
11. Representative from law enforcement
12. Representative from the Behavioral Health Organization

Applicants will be required to submit an application to the Board of County Commissioners for consideration. Members will be appointed by the Island County Board of County Commissioners to serve two-year terms. Members have an obligation to attend meetings regularly. The Committee will receive guidance from the Director of Human Services and the Superior Court Administrator, who will serve as non-voting co-chairs.

#### Meeting Format

The meetings of the Advisory committee will be open to the public. Each meeting will allow for public comment during a designated time. Robert's Rules of Order will be followed during meetings.

#### Staffing

C-31-14

The staff support for the Advisory committee will be supplied jointly by the Department of Human Services and Superior Court Administrator.



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 4/5/16

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

RESOLUTION/ORDINANCE NO

DEPARTMENT: BOCC

DIVISION: *(if applicable)*

STAFF CONTACT: Debbie Thompson

**AGENDA SUBJECT:**

Amendment A to Interlocal Agreement with ICOM for WA State Enhanced 911 FY16 Wireline and Wireless Funds.

**BACKGROUND/SUMMARY:**

**WORK SESSION DATE:** *(if applicable)* N/A

The amendment adjusts the funds in the Budget Sheet (Attachment C) based on updated expenditures and projected revenues. Reduction of <\$2,300>

**FISCAL IMPACT/FUNDING SOURCE:**

**RECOMMENDED ACTION:**

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

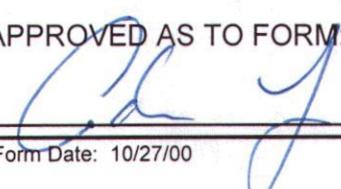
**SUGGESTED MOTION:**

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

**E911 Island County – I-COM Coordinator Professional Development Contract FY 2016  
AMENDMENT**

1. CONTRACTOR NAME/ADDRESS: <b>Island Co. Emergency Services Communications Center (I-COM 911) 840 SE Barrington DR Oak Harbor WA 98277</b>		2. CONTRACT NUMBER: <b>E16-038</b>	3. AMENDMENT NUMBER: <b>A</b>
4. CONTRACTOR CONTACT, PHONE/EMAIL: <b>Tom Shaughnessy / 360.679.6792 TomS@icom911.org</b>		5. ST OF WA MILITARY DEPT E911 STAFF CONTACT, PHONE/EMAIL: <b>Teresa C Lewis / 253.512.7481 Teresa.lewis@mil.wa.gov</b>	
6. TIN or SSN: <b>91-1624655</b>	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: <b>NONE</b>	8. FUNDING SOURCE NAME/AGREEMENT #: <b>E911 County/WSP Contracts</b>	
9. FUNDING AUTHORITY: <b>Washington State Military Department (DEPARTMENT) and RCW 38.52.510 / WAC 118-66 Enhanced 911</b>			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: <b>This amendment adjusts the funds in the Budget Sheet (Attachment C) based on updated expenditures and projected revenues.</b>			
11. AMENDMENT TERMS AND CONDITIONS: <ol style="list-style-type: none"> <li>Contract expiration date of August 15, 2016 remains <b>unchanged</b>.</li> <li>Contract performance period of July 1, 2015 through June 30, 2016 remains <b>unchanged</b>.</li> <li><b>Change</b> the overall contract amount <b>from \$41,900 to \$39,600</b>; a decrease of \$2,300</li> <li><b>Change</b> the FY16 CPD funding amount <b>from \$41,900 to \$39,600</b>; a decrease of \$2,300</li> <li><b>Replace</b> the original Budget Sheet (Attachment C) <b>with</b> the revised Budget Sheet (Attachment C) attached.</li> </ol> <p>This Amendment is incorporated in and made a part of the contract. Except as amended herein, all other terms and conditions of the contract remain in full force and effect. Any reference in the original contract or an Amendment to the "contract" shall mean "contract as amended". The Department and Contractor acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.</p>			
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date and year last written below:			
FOR THE COUNTY:		FOR THE CONTRACTOR:	
<hr/> Signature _____ Date _____ Richard M. Hannold, Chair Island County Board of Commissioners		<hr/> Signature _____ Date _____ Tom Shaughnessy, Exec. Dir. I-COM 911 (Island County Emergency Communications Center)	
APPROVED AS TO FORM:			
 <hr/>			

Form Date: 10/27/00

**ATTACHMENT C**  
**REVISED BUDGET SHEET**

E911 Island County – I-COM Coordinator Professional Development Contract FY 26016  
July 1, 2015 – June 30, 2016

	<b>SFY2016 - Original</b>	<b>SFY2016 - Revised</b>
<b>Coordinator Professional Development</b>	<b>\$41,900</b>	<b>\$39,600</b>
<b>TOTAL CONTRACT NOT TO EXCEED</b>	<b>\$41,900</b>	<b>\$39,600</b>



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 4/5/16

#4

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

RESOLUTION/ORDINANCE NO

DEPARTMENT: BOCC

DIVISION: (if applicable)

STAFF CONTACT: Debbie Thompson

**AGENDA SUBJECT:**

Amendment A to Interlocal Agreement with WA State Military Department providing State Enhanced 911 funds for County FY16 Wireline and Wireless Operations at ICOM.

**BACKGROUND/SUMMARY:**

WORK SESSION DATE: (if applicable) N/A

The amendment adjusts the funds in the Budget Sheet (Attachment C) based on updated expenditures and projected revenues. Reduction of <\$2,300>

**FISCAL IMPACT/FUNDING SOURCE:**

**RECOMMENDED ACTION:**

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

**SUGGESTED MOTION:**

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

**BOCC ACTION:**

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

**Washington State Military Department  
AMENDMENT**

1. CONTRACTOR NAME/ADDRESS: <b>Island County Post Office Box 5000 Coupeville, Washington 98239</b>		2. CONTRACT NUMBER: <b>E16-038</b>	3. AMENDMENT NUMBER: <b>A</b>
4. CONTRACTOR CONTACT, PHONE/EMAIL: <b>Jill Johnson / 360.679.7354 District2@co.island.wa.us</b>		5. MD STAFF CONTACT, PHONE/EMAIL: <b>Teresa C Lewis / 253.512.7481 Teresa.lewis@mil.wa.gov</b>	
6. TIN or SSN: <b>91-6001321</b>	7. CATALOG OF FEDERAL DOMESTIC ASST. (CFDA) #: <b>NONE</b>	8. FUNDING SOURCE NAME/AGREEMENT #: <b>E911 County/WSP Contracts</b>	
9. FUNDING AUTHORITY: <b>Washington State Military Department (DEPARTMENT) and RCW 38.52.510 / WAC 118-66 Enhanced 911</b>			
10. DESCRIPTION/JUSTIFICATION OF AMENDMENT, MODIFICATION, OR CHANGE ORDER: <b>This amendment adjusts the funds in the Budget Sheet (Attachment C) based on updated expenditures and projected revenues.</b>			
11. AMENDMENT TERMS AND CONDITIONS: <ol style="list-style-type: none"> <li>Contract expiration date of August 15, 2016 remains <b>unchanged</b>.</li> <li>Contract performance period of July 1, 2015 through June 30, 2016 remains <b>unchanged</b>.</li> <li><b>Change</b> the overall contract amount <b>from \$41,900 to \$39,600</b>; a decrease of \$2,300</li> <li><b>Change</b> the FY16 CPD funding amount <b>from \$41,900 to \$39,600</b>; a decrease of \$2,300</li> <li><b>Replace</b> the original Budget Sheet (Attachment C) <b>with</b> the revised Budget Sheet (Attachment C) attached.</li> </ol> <p>This Amendment is incorporated in and made a part of the contract. Except as amended herein, all other terms and conditions of the contract remain in full force and effect. Any reference in the original contract or an Amendment to the "contract" shall mean "contract as amended". The Department and Contractor acknowledge and accept the terms of this Amendment as identified above, effective on the final date of execution below. By signing this Amendment, the signatories warrant they have the authority to execute this Amendment.</p>			
IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the date and year last written below:			
FOR THE DEPARTMENT:		FOR THE CONTRACTOR:	
<hr/> Signature _____ Date _____ Richard A. Woodruff, Contracts Administrator Washington State Military DEPARTMENT		<hr/> Signature _____ Date _____ Richard M. Hannold, Chair County Board of Commissioners	
BOILERPLATE APPROVED AS TO FORM: Brian Buchholz (signature on file) 6/13/2012 Assistant Attorney General		for  Island County	

Form Date: 10/27/00

**ATTACHMENT C**  
**REVISED BUDGET SHEET**  
**E911 COUNTY CPD CONTRACT - FY2016**  
July 1, 2015 – June 30, 2016

	SFY2016 - Original	SFY2016 - Revised
<b>Coordinator Professional Development</b>	<b>\$41,900</b>	<b>\$39,600</b>
<b>TOTAL CONTRACT NOT TO EXCEED</b>	<b>\$41,900</b>	<b>\$39,600</b>

**SIGNATURE AUTHORIZATION FORM**  
**WASHINGTON STATE MILITARY DEPARTMENT**  
**CAMP MURRAY, WASHINGTON 98430-5122**

NEW FORM WILL REPLACE PREVIOUS FORMS

NAME OF ORGANIZATION  Island County	DATE SUBMITTED
PROJECT DESCRIPTION  FY16 E911 County Contract	CONTRACT NUMBER  E16 - 038

1. AUTHORIZING AUTHORITY		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Richard Hannold	Board of Commissioners-Chair Term: 1/1/15-12/31/18
	Jill Johnson	Board of Commissioners- Member Term:1/1/13- 12/31/16
	Helen Price Johnson	Board of Commissioners- Member Term:1/1/13- 12/31/16

2. AUTHORIZED TO SIGN CONTRACTS/CONTRACT AMENDMENTS		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Richard Hannold	Board of Commissioners-Chair Term: 1/1/15-12/31/18
	Jill Johnson	Board of Commissioners- Member Term:1/1/13- 12/31/16
	Helen Price Johnson	Board of Commissioners- Member Term:1/1/13- 12/31/16

3. AUTHORIZED TO SIGN REQUESTS FOR REIMBURSEMENT (A-19)		
SIGNATURE	PRINT OR TYPE NAME	TITLE/TERM OF OFFICE
	Richard Hannold	Board of Commissioners-Chair Term: 1/1/15-12/31/18
	Jill Johnson	Board of Commissioners- Member Term:1/1/13- 12/31/16
	Helen Price Johnson	Board of Commissioners- Member Term:1/1/13- 12/31/16

Please complete form with any new contract or any time personnel changes.  
 Submit one original to State E911 Office



**ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL**

MEETING DATE: 4/5/16
<input checked="" type="checkbox"/> CONSENT AGENDA
<input type="checkbox"/> REGULAR AGENDA
<input type="checkbox"/> PUBLIC HEARING/MTG
<input type="checkbox"/> RESOLUTION/ORDINANCE NO

<b>DEPARTMENT:</b> Island County Planning & Community Development	<i>King Range</i>
<b>DIVISION:</b> (if applicable)	
<b>STAFF CONTACT:</b> Keith Higman	
<b>AGENDA SUBJECT:</b> Request for Contract Signature The Watershed Company: Environmental Consulting Contract No. RM-PLAN-2016-105; Risk No. RM-PLAN-2016-105	
<b>BACKGROUND/SUMMARY:</b> <b>WORK SESSION DATE</b> 3/16/16  Island County Fish & Wildlife Habitat Conservation Areas – Supplementation to the Record of Best Available Science: The Watershed Company will provide environmental consulting services to support the completion of revisions to Fish & Wildlife Habitat Conservation Area regulations in Island County. Contract Amount: \$22,960 (base) not to exceed \$33,000 Contract has completed Legal and Risk reviews.	
<b>FISCAL IMPACT/FUNDING SOURCE:</b>	
<b>RECOMMENDED ACTION:</b>	
<input checked="" type="checkbox"/>	Approve/Adopt
<input type="checkbox"/>	Schedule Public Hearing/Meeting
<input type="checkbox"/>	Continue Public Hearing/Meeting
<input type="checkbox"/>	Information/Discussion
<input checked="" type="checkbox"/>	Other (describe) <u>Chair Signature</u>
<b>SUGGESTED MOTION:</b>	

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

**BOCC ACTION:**

<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	TABLED/DEFERRED/NO ACTION TAKEN
<input type="checkbox"/>	CONTINUED TO DATE: ____/____/____ TIME: _____
<input type="checkbox"/>	OTHER _____

## SERVICES AGREEMENT

### Between Island County and The Watershed Company

Agreement No. RM-PLAN-2016-105

THIS SERVICES AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between ISLAND COUNTY, Washington, hereinafter called "COUNTY" and The Watershed Company, a Washington corporation, located at 750 Sixth Street South, Kirkland, WA 98033, hereinafter called "CONSULTANT".

WITNESSETH: In consideration of the terms and conditions herein and attached and made a part of this agreement, the parties do covenant and agree as follows:

1. **SCOPE OF WORK:** Any item of work not specifically outlined in Exhibit "A" – Scope of Work shall be provided for by a task assignment. Each assignment will be individually negotiated by the Island County Interim Long Range Planning Director (Task Approving Authority) and the CONSULTANT. The Task Approving Authority is not obligated to assign any specific number of additional tasks to the CONSULTANT, and the CONSULTANT's obligations herein are limited to tasks assigned in writing. Any task assignment made by the Task Approving Authority and the CONSULTANT shall be issued in writing by a Formal Task Assignment Document.
2. **PERIOD OF PERFORMANCE:** CONSULTANT's work shall commence upon contract approval and all work shall be completed by June 30, 2016. All documents and deliverables shall be filed with COUNTY prior to aforementioned ending date.
3. **INDEPENDENT CONSULTANT:** CONSULTANT is not an employee of the County and shall not hold itself out to be an employee. CONSULTANT is responsible for withholding and/or paying employment taxes, insurance, and deductions of any kind required by federal, state and/or local laws.
4. **CONSIDERATION:** COUNTY shall pay CONSULTANT to provide the described services in accordance with the sums set forth in Exhibit "A" attached hereto. Consideration for tasks outlined in Exhibit "A" or incorporated herein with a written Task Assignment Document shall not exceed \$33,000.
5. **BILLING PROCEDURE:** COUNTY shall pay to CONSULTANT the amounts billed, upon receipt of properly executed invoices submitted monthly to the Island County Planning Department and thereupon approved or adjusted for payment.
6. **CONTRACT MANAGEMENT:** The Island County Interim Long Range Planning Director shall manage and administer this contract for COUNTY, for the benefit and on behalf of the COUNTY, subject to the terms herein.

7. INDEMNIFICATION: To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the COUNTY, agencies of the COUNTY and all officials, agents and employees of the County from and against any and all claims to the extent caused by the CONSULTANT's negligent acts, errors or omissions in connection with the performance of this contract and those of its sub-consultants or anyone for whom the CONSULTANT is legally liable. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to reasonable attorney fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting there from. The CONSULTANT's obligation to indemnify, and hold harmless includes any claim by CONSULTANT agents, employees, representatives, or any subcontractor to its employees.

The CONSULTANT's obligation to indemnify and hold harmless the COUNTY shall not be eliminated by any actual or alleged concurrent negligence of the County or its agents, agencies, employees and officials. The CONSULTANT is not obligated to indemnify the COUNTY in any manner whatsoever for the COUNTY's own negligence.

8. INSURANCE: Prior to commencement of services under this Contract, the CONSULTANT shall submit to Island County certificates of insurance or certified copies of insurance policies and endorsements, for the coverage required below and shall maintain the same type of coverage as is currently in effect for the life of this Contract. Each insurance certificate shall provide that coverage will not be canceled without sixty (60) days prior notice to the COUNTY. The CONSULTANT shall maintain at the CONSULTANT's sole expense the following insurance coverages, insuring the CONSULTANT, its employees, agents, designees and indemnities as required herein:

A. The CONSULTANT shall not commence work under this Contract until the CONSULTANT 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 CONSULTANT shall specifically include the COUNTY as an "Additional Insured" and shall not be canceled without sixty (60) days written prior notice to the COUNTY. The CONSULTANT 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 CONSULTANT's insurance and shall not contribute to it.

C. The CONSULTANT 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 CONSULTANT 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 CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

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 CONSULTANT 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

D. Commercial General Liability insurance shall be endorsed to include a "cross liability", indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.

E. The CONSULTANT shall maintain during the life of this Contract, Business and Automobile Liability Insurance (CA0001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per combined single limit to protect the CONSULTANT from claims which may arise from the performance of this Contract, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT. Covered auto shall be designated as "Symbol 1" any auto.

F. All Liabilities, 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 fully executed 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 a three (3) year tail coverage shall be maintained after the expiration of the contract.

G. The CONSULTANT 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 CONSULTANT shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.

H. Industrial Insurance Waiver – With respect to the performance of this Contract and as to claims against the COUNTY, its officers, agents and employees, the CONSULTANT 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 CONSULTANT against the COUNTY. However, the CONSULTANT waiver of immunity by the provisions of this paragraph extend only to claims against the CONSULTANT by COUNTY and does not include or extend to claims by CONSULTANT employees directly against the CONSULTANT. This waiver is mutually negotiated by the parties to this Agreement.

I. Professional Liability Insurance – Prior to the start of work, the CONSULTANT or sub-consultant 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 the coverage is claims made, and state the retroactive date. Claims Made form coverage shall be maintained by the CONSULTANT or sub-consultant for a minimum of three (3) years following the termination of this contract, and the CONSULTANT or subcontractor shall annually provide the COUNTY with proof of renewal.

J. Sub-contractors – The CONSULTANT 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.

9. CERTIFICATION REGARDING SUSPENSION AND DEBARMENT: The CONSULTANT certifies to the best of its knowledge and belief it:

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

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

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

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

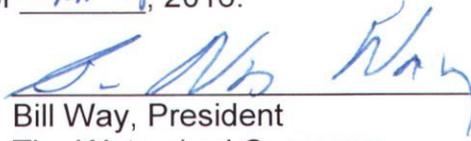
The CONSULTANT will provide immediate written notice if at any time he learns that this certification has become erroneous by reason of changed circumstances.

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

10. TERMINATION: Except as otherwise provided in this agreement, either party may terminate this agreement upon thirty (30) days written notification. If this agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this agreement for performance rendered prior to the effective date of termination.

IN WITNESS WHEREOF the parties have caused this agreement to be executed as dated.

Executed by CONSULTANT this 12 day of March, 2016.

  
\_\_\_\_\_  
Bill Way, President  
The Watershed Company  
750 Sixth Street South  
Kirkland, WA 98033  
(425) 822-5242

Executed by the COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Board of County Commissioner  
Island County, Washington

\_\_\_\_\_  
Richard M. Hannold, Chair

**Scope of Work**  
**Island County Fish and Wildlife Habitat Conservation Areas**  
**Supplementation to the Record of Best Available Science**

The Watershed Company proposes to provide the following environmental consulting services to support the completion of revisions to Fish and Wildlife Habitat Conservation Area regulations in Island County, Washington.

**Task 1. Western Toad** estimated fee: \$7,450

Biologists will review information on the occurrence, habitat needs, and potential management measures appropriate for the western toad in Island County, Washington. Products will include a map of documented occurrences of western toad in the County, as well as a memorandum summarizing best available science related to the management of western toad in Island County.

**Task 2. Prairie, Oak Woodlands, and Herbaceous Balds** estimated fee: \$15,510

Biologists will review information on the occurrence, plant species assemblage, associated wildlife use, and potential management measures appropriate for the prairies, oak woodlands, and herbaceous balds in Island County, Washington. Products will include a map of documented occurrences of prairies, oak woodlands, and herbaceous balds in the County in relation to other areas regulated under the County's Fish and Wildlife Habitat Conservation Area regulations, as well as a memorandum summarizing best available science related to the management of prairies, oak woodlands, and herbaceous bald in Island County.

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Total Fee: \$22,960

**Assumptions**

1. This proposal includes two rounds of revisions to each memorandum.
2. This proposal includes general coordination with the project team via email and phone. In-person meetings with the project team and/or jurisdictional agencies may be included under an additional task work order.
3. The completion of the above scope of services does not assure concurrence by the Growth Management Hearings Board.
4. The above described deliverables will be provided in PDF format. If hardcopies are requested, copies will be billed at standard in-house rates beyond the quoted price above.
5. All initial work under this Scope of Services will be completed by April 29, 2016.



**ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL**

MEETING DATE: 4/5/16
<input checked="" type="checkbox"/> CONSENT AGENDA
<input type="checkbox"/> REGULAR AGENDA
<input type="checkbox"/> PUBLIC HEARING/MTG
<input type="checkbox"/> RESOLUTION/ORDINANCE NO

<b>DEPARTMENT:</b> Island County Public Health
<b>DIVISION:</b> (if applicable)
<b>STAFF CONTACT:</b> Keith Higman, Michele Tefft
<b>AGENDA SUBJECT:</b> Request for Contract Signature WA State Department of Health – Consolidated Contract Amendment Contract No. C17111; Amendment No. 6; Risk No. RM-HLTH-2016-96
<b>BACKGROUND/SUMMARY:</b> <b>WORK SESSION DATE</b> 3/16/16  This amendment decreases overall funding by <\$1,982> with additions and reductions in funding as follows: Addition \$12,200 – NEP Beach Program Addition \$17,300 – Drinking Water Group A Program Reduction <\$31,482> – WIC Program Contract Amount: \$1,482,246 Previous Contract Amount: \$1,484,228 Amendment Amount: <\$1,982> Contract has completed Legal and Risk reviews.
<b>FISCAL IMPACT/FUNDING SOURCE:</b>
<b>RECOMMENDED ACTION:</b> <input checked="" type="checkbox"/> Approve/Adopt <input type="checkbox"/> Schedule Public Hearing/Meeting <input type="checkbox"/> Continue Public Hearing/Meeting <input type="checkbox"/> Information/Discussion <input checked="" type="checkbox"/> Other (describe) <u>Chair Signature</u>
<b>SUGGESTED MOTION:</b>

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

**BOCC ACTION:**

<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	TABLED/DEFERRED/NO ACTION TAKEN
<input type="checkbox"/>	CONTINUED TO DATE: ____/____/____ TIME: _____
<input type="checkbox"/>	OTHER _____

**ISLAND COUNTY HEALTH DEPARTMENT  
2015 – 2017 CONSOLIDATED CONTRACT**

**CONTRACT NUMBER: C17111**

**AMENDMENT NUMBER: 6**

PURPOSE OF CHANGE: To amend this contract between the DEPARTMENT OF HEALTH hereinafter referred to as "DOH", and ISLAND COUNTY HEALTH DEPARTMENT hereinafter referred to as "LHJ", pursuant to the Modifications/Waivers clause, and to make necessary changes within the scope of this contract and any subsequent amendments thereto.

IT IS MUTUALLY AGREED: That the contract is hereby amended as follows:

1. Exhibit A Statements of Work, attached and incorporated by this reference, are amended as follows:

- Adds Statements of Work for the following programs:
  - NEP BEACH Program - Effective February 29, 2016
- Amends Statements of Work for the following programs:
  - Office of Drinking Water Group A Program - Effective January 1, 2015
  - Supplemental Nutrition Assistance Program-Education - Effective October 1, 2015
  - WIC Nutrition Program - Effective January 1, 2015
- Deletes Statements of Work for the following programs:

2. Exhibit B-6 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-5 Allocations as follows:

- Increase of \_\_\_\_\_ for a revised maximum consideration of \_\_\_\_\_.
- Decrease of \$1,982 for a revised maximum consideration of \$1,482,246.
- No change in the maximum consideration of \_\_\_\_\_.  
Exhibit B Allocations are attached only for informational purposes.

3. Exhibit C-6 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C-5.

Unless designated otherwise herein, the effective date of this amendment is the date of execution.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

This section intentionally left blank.





**2015-2017 CONSOLIDATED CONTRACT  
EXHIBIT A  
STATEMENTS OF WORK  
TABLE OF CONTENTS**

**DOH Program Name or Title:** NEP BEACH Program - Effective February 29, 2016 ..... 4  
**DOH Program Name or Title:** Office of Drinking Water Group A Program - Effective January 1,2015 ..... 13  
**DOH Program Name or Title:** Supplemental Nutrition Assistance Program-Education - Effective October 1, 2015 ..... 18  
**DOH Program Name or Title:** WIC Nutrition Program - Effective January 1, 2015 ..... 26

**Exhibit A  
Statement of Work  
Contract Term: 2015-2017**

**DOH Program Name or Title:** NEP BEACH Program - Effective February 29, 2016

**Local Health Jurisdiction Name:** Island County Health Department

**Contract Number:** C17111

**SOW Type:** Original      **Revision # (for this SOW)**

<b>Funding Source</b> <input checked="" type="checkbox"/> Federal Subrecipient <input type="checkbox"/> State <input type="checkbox"/> Other	<b>Federal Compliance (check if applicable)</b> <input checked="" type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	<b>Type of Payment</b> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
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**Period of Performance:** February 29, 2016 through October 31, 2016

**Statement of Work Purpose:** The Beach Environmental Assessment, Communication, and Health (BEACH) Program monitors water at marine swimming beaches for bacteria and provides public notification when levels are unsafe.

**Revision Purpose:** N/A

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
				Start Date	End Date			
NEP 5-6 SWIMMING BEACH	66.123	333.66.12	261B32A5	02/29/16	10/31/16	0	12,200	12,200
<b>TOTALS</b>						<b>0</b>	<b>12,200</b>	<b>12,200</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	BEACH Program Administration and Annual Meeting: Time spent on administrative duties related to the BEACH Program and the 2016 Annual meeting attendance.		Summarize time spent on administrative duties in annual report.	Annual meeting held in March 2016. Annual report due October 31, 2016.	Reimbursement for actual costs up to \$2,800.
2	<u>Bacteria Monitoring &amp; Public Notification</u> • Collect samples and field observations in accordance with BEACH Program Quality Assurance Project Plan (QAPP). Notify BEACH Program Manager in advance if samples cannot be collected. Coordinate deviations from the QAPP and/or schedule with the BEACH Program Manager. • Post and/or remove swimming advisory signs as needed. Provide public education about beach water quality. Notify BEACH Program Manager of swimming advisories as soon as possible.		1. Enter data results into Department of Ecology's BEACH Program Database.  2. Email or mail copies of laboratory analytical reports to BEACH Program Data Manager.  3. Include a list of swimming advisories in annual report.	1. Enter data results into database by Friday each week of sample collection.  2. Email or mail copies of reports upon receipt.  3. Annual report due October 31, 2016.	Reimbursement for actual costs up to \$8,700

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3	Public Education and Outreach Staff educational booth at local events.		Report number of events staffed in annual report.	Annual report due October 31, 2016.	Reimbursement for actual costs up to \$500
4	Illness Pollution Investigations • Notify BEACH Program Manager of any illness reports related to recreational swimming beaches. • Conduct illness investigations as needed.		1. Provide notification via telephone to BEACH Program Manager. 2. Summarize illness investigation in annual report.	1. Within fourteen (14) business days. 2. Annual report due October 31, 2016.	Reimbursement for actual costs up to \$200.

**\*For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

**Program Specific References/Narrative****Special Requirements:****Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](http://USASpending.gov) by DOH as required by P.L. 109-282.

**Program Manual, Handbook, Policy References**

Quality Assurance Project Plan at: <https://fortress.wa.gov/ecy/publications/SummaryPages/1403128.html>

**Special References (RCWs, WACs, etc)**

WAC 246-272A, RCW 70.118A, Puget Sound Action Agenda, Interim PIC Program Protocols

Federal funds from the Environmental Protection Agency (EPA) National Estuary Program (NEP) Account must be used to implement elements and activities of the local on-site sewage management plans that do not conflict with and are consistent with the goals, strategies, objectives, and actions of the Puget Sound Action Agenda.

**Monitoring Visits (frequency, type)**

The DOH program contact may conduct at least one monitoring visit during the life of this project. The type, duration, and timing of visit will be determined and scheduled in cooperation with the subawardee.

**Special Instructions**

Progress reports are due to DOH on the following date: October 31, 2016. However, since there is already a standing BEACH Act program report, the Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS) report shall be completed by the Department of Ecology/Health BEACH Act lead by April 15, 2016; October 15, 2016.

Minority and Women-Owned business Reporting is due to [connie.dunn@doh.wa.gov](mailto:connie.dunn@doh.wa.gov) on the following dates: October 15, 2016 and upon contract completion.

All environmental data must be entered by the LHJ into EPA's Storage and Retrieval data system (STORET) at <http://www.epa.gov/STORET>. The semi-annual report format and data reporting requirements will be provided by DOH and may be modified throughout the contract period via email announcement.

### **Program Specific Requirements/Narrative**

The following provisions are the pass-thru requirements of all U.S. EPA - DOH subawards funded under cooperative agreement PC-00J88801-0.

### **EPA Administrative Conditions**

#### **1. General Terms and Conditions**

The subrecipient agrees to comply with the current EPA general terms and conditions available at:

[http://www.epa.gov/sites/production/files/2015-01/documents/general\\_tc\\_applicable\\_aa\\_recipients\\_dec\\_26\\_2014.pdf](http://www.epa.gov/sites/production/files/2015-01/documents/general_tc_applicable_aa_recipients_dec_26_2014.pdf). These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions cited below.

The EPA repository for the general terms and conditions by year can be found at:

<http://www.epa.gov/grants/grant-terms-and-conditions>.

#### **2. General Terms and Conditions - Consultant Cap - Additional Information**

In addition to the General Terms and Conditions #6 "Consultant Cap", as of January 1, 2015, the limit is \$608.34 per day - \$76.04 per hour.

**NOTE:** For future years' limits, the subrecipient may find the annual salary for Level IV of the Executive Schedule on the following Internet site: <http://www.opm.gov/oca>. Select "Salary and Wages", and select "Rates of Pay for the Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

#### **3. General Terms and Conditions – Cybersecurity**

Subrecipient agrees to comply with the current EPA general terms and conditions "Cybersecurity". The terms and conditions can be found on the EPA Grants Terms and Conditions Website.

For STATE: [http://www.epa.gov/sites/production/files/2015-07/documents/state\\_grant\\_cyber\\_security\\_condition.pdf](http://www.epa.gov/sites/production/files/2015-07/documents/state_grant_cyber_security_condition.pdf).

For TRIBE: [http://www.epa.gov/sites/production/files/2015-07/documents/tribal\\_grant\\_cyber\\_security\\_condition.pdf](http://www.epa.gov/sites/production/files/2015-07/documents/tribal_grant_cyber_security_condition.pdf).

For Other Subrecipients: [http://www.epa.gov/sites/production/files/2015-07/documents/cyber\\_security\\_grant\\_condition\\_for\\_other\\_recipients.pdf](http://www.epa.gov/sites/production/files/2015-07/documents/cyber_security_grant_condition_for_other_recipients.pdf).

#### **4. Cost Principles/Indirect Costs for States and Tribal**

The cost principles of 2 CFR 200 Subpart E are applicable, as appropriate, to this award.

If the subrecipient 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.

#### **For State Agencies**

The subrecipient must send its proposal to its cognizant federal agency within six (6) months after the close of the governmental unit's fiscal year. If EPA is the cognizant federal agency, the state subrecipient must send its indirect cost rate proposal within six (6) months after the close of the governmental unit's fiscal year to:

##### Regular Mail

Financial Analysis and Rate Negotiation Service Center  
Office of Acquisition Management  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW, MC 3802R  
Washington, DC 20460

Mail Courier (e.g. FedEx, UPS, etc.)  
 Financial Analysis and Rate Negotiation Service Center  
 Office of Acquisition Management  
 US Environmental Protection Agency  
 1300 Pennsylvania Avenue, NW, 6th floor  
 Bid and Proposal Room Number 61107  
 Washington, DC 20004

**For Indian Tribe**

If the subrecipient does not have a previously established indirect cost rate, the subrecipient must submit their indirect cost rate proposals to:

National Business Center  
 Indirect Cost Services  
 U.S. Department of the Interior  
 2180 Harvard Street, Suite 430  
 Sacramento, CA 95815-3317

Subrecipients are entitled to reimbursement of indirect costs, subject to any statutory or regulatory administrative cost limitations, if they have a current rate agreement or have submitted an indirect cost rate proposal to their cognizant federal agency for review and approval. Subrecipients are responsible for maintaining an approved indirect cost rate throughout the life of the award. Subrecipients are responsible for submitting any subsequent rate proposals to the appropriate cognizant agency no later than six (6) months after the close of the governmental unit's fiscal year, unless an exception is approved by the cognizant agency for indirect costs.

Subrecipients may draw down grant funds once a provisional or final rate has been approved, and only for indirect costs incurred during the period specified in the rate agreement. Subrecipients are not entitled to indirect costs for any period in which the rate has expired. Subrecipients may not draw down grant funds for any indirect costs which were not incurred during the period of the approved rate agreement.

Subrecipients with differences between their provisional rates and final rates are not entitled to more than the award amount, without EPA approval. Subrecipients may request supplemental amendments (to grants which have not expired or been closed out) for additional funding to cover increased indirect costs. EPA approval of a supplemental amendment is subject to the availability of funds.

The subrecipient agrees to comply with the audit requirements in accordance with 2 CFR 200 Subpart F.

**5. Utilization of Small, Minority and Women's Business Enterprises (MBE/WBE)**

**General Compliance, 40 CFR, Part 33**

The subrecipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

**MBE/WBE Reporting, 40 CFR, Part 33, Subpart E**

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the subrecipient or procurement under subwards or loans in the "Other" category that exceed the threshold amount of \$150,000., including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if subrecipient believes this award does not meet these conditions, the subrecipient must provide a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements to the Region 10 DBE Coordinator.

The subrecipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, subrecipients are instructed to check the box titled “annual” in section 1B of the form. For the final report, subrecipients are instructed to check the box indicated for the “last report” of the project in section 1B of the form. Annual reports are due by October 30<sup>th</sup> of each year. Final reports are due by October 30<sup>th</sup> or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Subrecipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the subrecipient should check the box in section 5B when completing the form.

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program’s Home Page at [http://www.epa.gov/osbp/dbe\\_reporting.htm](http://www.epa.gov/osbp/dbe_reporting.htm).

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

#### **Six Good Faith Efforts, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the subrecipient agrees to make the following good faith efforts whenever procuring construction, equipment, services 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 and Government subrecipients, this will include placing DBEs on solicitation lists and soliciting them 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 subrecipients, 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 paragraphs (a) through (e) of this section.

#### **Contract Administration Provisions, 40 CFR, Section 33.302**

The subrecipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

#### **Bidders List, 40 CFR, Section 33.501(b) and (c)**

Subrecipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Subrecipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders’ list if the subrecipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

#### **Fair Share Objectives, 40 CFR, Part 33, Subpart D**

##### **(1) For Grant Awards \$250,000 or Less**

This assistance agreement is a Technical Assistance Grant (TAG); or the award amount is \$250,000 or less; or the total dollar amount of all of the subrecipient’s financial assistance agreements from EPA in the current Federal fiscal year is \$250,000 or less. Therefore, the subrecipient of this assistance agreement is exempt from the fair share objective requirements of 40 CFR, Part 33, Subpart D, and is not required to negotiate fair share objectives/goals for the utilization of MBE/WBEs in its procurements.

**Accepting the Fair Share Objectives/Goals of Another Subrecipient**

The dollar amount of this assistance agreement, or the total dollar amount of all of the subrecipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The subrecipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA. The Region 10 fair share objectives/goals can be found: [http://www.epa.gov/sites/production/files/documents/r10\\_fair\\_share\\_goals.pdf](http://www.epa.gov/sites/production/files/documents/r10_fair_share_goals.pdf).

By signing this financial assistance agreement, the subrecipient is accepting the fair share objectives/goals and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market.

**Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404**

The subrecipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the subrecipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the subrecipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the subrecipient is **not** accepting the fair share objectives/goals of another subrecipient. The subrecipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the subrecipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

**(2) For Subrecipients with Established Goals**

The subrecipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some subrecipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Subrecipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

**Current Fair Share Objective/Goal**

The dollar amount of this assistance agreement or the total dollar amount of all of the subrecipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The Region 10 fair share objectives/goals can be found: [http://www.epa.gov/sites/production/files/documents/r10\\_fair\\_share\\_goals.pdf](http://www.epa.gov/sites/production/files/documents/r10_fair_share_goals.pdf).

**Negotiating Fair Share Objectives/Goals**

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The subrecipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

**(3) For DWSRF, CWSRF and BROWNFIELDS RLF Subrecipients ONLY  
Objective/Goals of Loan Subrecipients**

As a subrecipient of an EPA financial assistance agreement to capitalize revolving loan funds, the subrecipient agrees to either apply its own fair share objectives negotiated with EPA to identified loans using a substantially similar relevant geographic market, or negotiate separate fair share objectives with its identified loan recipients. These separate objectives/goals must be based on demonstrable evidence of the availability of MBEs and WBEs in accordance with 40 CFR, Part 33, Subpart D.

The subrecipient agrees that if procurements will occur over more than one year, the subrecipient may choose to apply the fair share objective in place either for the year in which the identified loan is awarded or for the year in which the procurement action occurs. The subrecipient must specify this choice in the financial assistance agreement, or incorporate it by reference therein.

## 6. International Travel (Including Canada)

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 DOH Grant Manager 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 DOH Grant Manager listed on the front page of the Award Document.

## Programmatic Conditions

### 1. Competency of Organizations Generating and/or Using Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, subrecipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <http://www.epa.gov/measurements/documents-about-measurement-competency-under-assistance-agreements> or a copy may also be requested by contacting the EPA Project Officer for this award.

#### Federal Assistance Agreement Funds Up To \$200,000

Subrecipient agrees that if the total federal funding obligated on this award exceeds \$200,000 (resulting from subsequent amendments to this agreement) and will involve the use or generation of environmental data it will (unless it has otherwise done so) demonstrate competency prior to carrying out any activities involving the generation or use of environmental data under this agreement.

#### Federal Assistance Agreement Funds Exceed or Expect to Exceed \$200,000

Subrecipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. Subrecipient agrees to submit documentation and demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. R10 Quality Assurance Team Contact: Don Matheny at (206) 553-2599 or email: [Matheny.Don@epa.gov](mailto:Matheny.Don@epa.gov).

### 2. Semi-Annual Performance Reports

The subrecipient shall submit performance reports every six (6) months during the life of the project. Reports are due 30 calendar days after the end of each reporting period. Reports shall be submitted to the EPA Project Officer and may be provided electronically.

In accordance with 2 CFR 200.328, as appropriate, the subrecipient agrees to submit performance reports that include brief information on each of the following areas:

- (a) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
- (b) the reasons why established goals were not met, if appropriate;
- (c) additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the subrecipient shall immediately notify the EPA Project Officer of developments that have a significant impact on the award-supported activities. As appropriate, the subrecipient agrees to inform the EPA Project Officer as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

### 3. 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://fgdc.gov/>.

#### 4. **Quality Assurance Requirements (2 CFR 1500.11)**

Acceptable Quality Assurance documentation must be submitted to the EPA Project Officer within 30 days of the acceptance of this agreement or another date as negotiated with the EPA Project Officer. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the EPA Project Officer, in concert with the EPA Quality Assurance Manager, has approved the quality assurance document. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website: <http://www.epa.gov/ogd/grants/assurance.htm>. Instructions to Submit Quality Assurance Documents for Review

Grantees must submit the quality assurance project plan (QAPP) to his/her EPA Project Officer and the EPA Project Officer forwards the new/revised QAPP to "R10 QA Support" via internal email group.

Region 10 Quality Assurance Team Contact: Don Matheny at (206) 553-2599 or email: [Matheny.Don@epa.gov](mailto:Matheny.Don@epa.gov).

#### 5. **Recognition of EPA Funding**

Reports, documents, signage, videos, or other media, developed as part of projects funded by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-00J88801 to Washington Department of Health. 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."

#### 6. **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.

#### 7. **STORET Requirement**

Subrecipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan as a result of this assistance agreement, either directly or by subaward, will be required to be transmitted into the Agency's Storage and Retrieval (STORET) data warehouse using either WQX or WQX web. Water quality data appropriate for STORET include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the WQX/STORET structure. WQX web is a web based tool to convert data into the STORET format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the STORET warehouse, including tutorials, can be found at <http://www.epa.gov/storet/wqx/>

#### 8. **Riparian Buffers**

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of February 4, 2013 and April 9, 2013, or the October 28, 2013 guidance previously agreed to by Lead Organizations (LOs) (see attachments). LOs shall confirm in writing projects' consistency with the recommendations referenced above. When evaluating project proposals, LOs also should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the LO must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.



Riparian Buffer Table and Guidance 10 28 1:cochairs re riparian  
NOAA Letter to bicochairs re modified t  
NOAA letter to

**DOH Program Contact (Name, Program Title, Mailing Address, Email Address, Phone & Fax Number)**

Debby Sargeant, BEACH Program Manager, Office of Environmental Health and Safety PO Box 47824; Olympia WA 98504-7824; 360.407.6139; FAX 360.236.2257; [dsar461@ecy.wa.gov](mailto:dsar461@ecy.wa.gov).

Julianne Ruffner, BEACH Program Specialist, Office of Environmental Health and Safety PO Box 47824; Olympia WA 98504-7824; 360.407.6154; FAX 360.236.2257; [jruf461@ecy.wa.gov](mailto:jruf461@ecy.wa.gov).

**DOH Fiscal Contact**

Megan Schell, Office of Environmental Health and Safety; PO Box 47824; Olympia, WA 98504-7824; 360.236.3307; FAX 360.236.2257; [megan.schell@doh.wa.gov](mailto:megan.schell@doh.wa.gov).

**Exhibit A  
Statement of Work  
Contract Term: 2015-2017**

**DOH Program Name or Title:** Office of Drinking Water Group A Program - Effective January 1,2015

**Local Health Jurisdiction Name:** Island County Health Department

**Contract Number:** C17111

**SOW Type:** Revision      **Revision # (for this SOW)** 1

**Period of Performance:** January 1, 2015 through December 31, 2017

<b>Funding Source</b> <input checked="" type="checkbox"/> Federal Contractor <input type="checkbox"/> State <input type="checkbox"/> Other	<b>Federal Compliance (check if applicable)</b> <input type="checkbox"/> FFATA (Transparency Act) <input type="checkbox"/> Research & Development	<b>Type of Payment</b> <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Fixed Price
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**Statement of Work Purpose:** The purpose of this statement of work is to provide funding to the LHJ for conducting sanitary surveys and providing technical assistance to small community and non-community Group A water systems.

**Revision Purpose:** The purpose of this revision is to extend the Funding Period from 12/31/15 to 12/31/16, increase Contract Consideration, revise Special Billing Requirements and Special Instructions, and add the DOH Fiscal Contact.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
				Start Date	End Date			
Drinking Water Group A - SS	N/A	346.26.64	2421921C	01/01/15	12/31/16	17,000	16,500	33,500
Drinking Water Group A - TA	N/A	346.26.66	2421921D	01/01/15	12/31/16	4,000	800	4,800
<b>TOTALS</b>						<b>21,000</b>	<b>17,300</b>	<b>38,300</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Trained LHJ staff will conduct sanitary surveys of small community and non-community Group A water systems identified by the DOH Office of Drinking Water (ODW) Regional Office.  See Special Instructions for task activity.		Provide Final* Sanitary Survey Reports to ODW Regional Office. Complete Sanitary Survey Reports shall include: 1. Completed Small Water System checklist identifying significant deficiencies, significant findings, observations, recommendations, and referrals for further ODW follow-up 2. Updated Water Facilities Inventory (WFI). 3. Photos of water system with text identifying features 4. Any other supporting documents.	Final Sanitary Survey Reports must be received by the ODW Regional Office within <b>30 calendar days</b> of conducting the sanitary survey.	Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid <b>\$250</b> for each sanitary survey of a non-community system with three or fewer connections.  Upon ODW acceptance of the Final Sanitary Survey Report, the LHJ shall be paid <b>\$500</b> for each sanitary survey of a non-community system with four or more

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
			*Final Reports have been reviewed and accepted by the ODW Regional Office.		<p>connections and each community system.</p> <p>Payment is inclusive of all associated costs such as travel, lodging, per diem.</p> <p>Payment is authorized upon receipt and acceptance of the Final Sanitary Survey Report within the 30 day deadline.</p> <p>Late or incomplete reports may not be accepted for payment.</p>
2	<p>Trained LHJ staff will conduct Special Purpose Investigations (SPI) of small community and non-community Group A water systems identified by the ODW Regional Office.</p> <p>See Special Instructions for task activity.</p>		Provide completed SPI Report and any supporting documents and photos to ODW Regional Office.	Completed SPI Reports must be received by the ODW Regional Office within <b>2 working days</b> of the service request.	<p>Upon acceptance of the completed SPI Report, the LHJ shall be paid <b>\$800</b> for each SPI.</p> <p>Payment is inclusive of all associated costs such as travel, lodging, per diem.</p> <p>Payment is authorized upon receipt and acceptance of completed SPI Report within the 2 working day deadline.</p> <p>Late or incomplete reports may not be accepted for payment.</p>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3	<p>Trained LHJ staff will provide direct technical assistance (TA) to small community and non-community Group A water systems identified by the ODW Regional Office.</p> <p>See Special Instructions for task activity.</p>		Provide completed TA Report and any supporting documents and photos to ODW Regional Office.	Completed TA Report must be received by the ODW Regional Office within <b>30 calendar days</b> of providing technical assistance.	<p>Upon acceptance of the completed TA Report, the LHJ shall be paid for each technical assistance activity as follows:</p> <ul style="list-style-type: none"> <li>• Up to 3 hours of work: <b>\$250</b></li> <li>• 3-6 hours of work: <b>\$500</b></li> <li>• More than 6 hours of work: <b>\$750</b></li> </ul> <p>Payment is inclusive of all associated costs such as consulting fee, travel, lodging, per diem.</p> <p>Payment is authorized upon receipt and acceptance of completed TA Report within the 30-day deadline.</p> <p>Late or incomplete reports may not be accepted for payment.</p>
4	<p>LHJ staff performing the activities under tasks 1, 2 and 3 must have completed the mandatory Sanitary Survey Training.</p> <p>See Special Instructions for task activity.</p>		Prior to attending the training, submit an "Authorization for Travel (Non-Employee)" DOH Form 710-013 to the ODW Program Contact below for approval (to ensure that enough funds are available).	Annually	LHJ shall be paid mileage, per diem, and lodging costs in accordance with the current rates listed on the OFM Website <a href="http://www.ofm.wa.gov/resources/travel.asp">http://www.ofm.wa.gov/resources/travel.asp</a>

**\*For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

**Program Specific Requirements/Narrative**

**Special References (RCWs, WACs, etc)**

Chapter 246-290 WAC is the set of rules that regulate Group A water systems. By this statement of work, ODW contracts with the LHJ to conduct sanitary surveys (and SPIs, and provide technical assistance) for small community and non-community water systems with groundwater sources. ODW retains responsibility for conducting sanitary surveys (and SPIs, and provide technical assistance) for small community and non-community water systems with surface water sources, large water systems, and systems with complex treatment.

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work. See special instructions under Task 4, below.

**Special Billing Requirements**

The LHJ shall submit quarterly invoices within 30 days following the end of the quarter in which work was completed, noting on the invoice the quarter and year being billed for. Payment cannot exceed a maximum accumulative fee of ~~\$17,000~~ **\$33,500** for **Task 1**, and ~~\$4,000~~ **\$4,800** for **Task 2, Task 3 and Task 4 combined** during the contracting period, to be paid at the rates specified in the Payment Method/Amount section above.

When invoicing for **Task 4**, submit receipts and the signed pre-authorization form for non-employee travel to the ODW Program Contact below and a signed A19-1A Invoice Voucher to the DOH Consolidated Contracts Office, billing to BARS Revenue Code 346.26.66 under Technical Assistance (TA).

**Special Instructions****Task 1**

Trained LHJ staff will evaluate the water system for physical and operational deficiencies and prepare a Final Sanitary Survey Report which has been accepted by ODW. Detailed guidance is provided in the *Field Guide for Sanitary Surveys, Special Purpose Investigations and Technical Assistance* (Field Guide). The sanitary survey will include an evaluation of the following eight elements: source; treatment; distribution system; finished water storage; pumps, pump facilities and controls; monitoring, reporting and data verification; system management and operation; and certified operator compliance. If a system is more complex than anticipated or other significant issues arise, the LHJ may request ODW assistance.

- No more than **4** surveys of non-community systems with three or fewer connections to be completed between January 1, 2015 and December 31, 2015.
- No more than **32** surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2015 and December 31, 2015.
- *No more than 1 surveys of non-community systems with three or fewer connections to be completed between January 1, 2016 and December 31, 2016.*
- *No more than 37 surveys of non-community systems with four or more connections and all community systems to be completed between January 1, 2016 and December 31, 2016.*

The process for assignment of surveys to the LHJ, notification of the water system, and ODW follow-up with unresponsive water systems; and other roles and responsibilities of the LHJ are described in the Field Guide.

**Task 2**

Trained LHJ staff will perform Special Purpose Investigations (SPI) as assigned by ODW. SPIs are inspections to determine the cause of positive coliform samples or the cause of other emergency conditions. SPIs may also include sanitary surveys of newly discovered Group A water systems. Additional detail about conducting SPIs is described in the Field Guide. The ODW Regional Office must authorize in advance any SPI conducted by LHJ staff.

**Task 3**

Trained LHJ staff will conduct Technical assistance as assigned by ODW. Technical Assistance includes assisting water system personnel in completing work *or verifying work that has been addressed* as required, requested, or advised by the ODW to meet applicable drinking water regulations, ~~and verifying that work that has been required, requested, or advised by the ODW to meet applicable drinking water regulations have been addressed~~. Examples of technical assistance activities are described in the Field Guide. The ODW Regional Office must authorize in advance any technical assistance provided by the LHJ to a water system.

**Task 4**

LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work. LHJ staff performing the activities under tasks 1, 2 and 3 must have completed, with a passing score, the ODW Online Sanitary Survey Training and the ODW Sanitary Survey Field Training. LHJ staff performing activities under tasks 1, 2, and 3 must attend the Annual ODW Sanitary Survey Workshop, and are expected to attend the Regional ODW LHJ Drinking Water Meetings.

If required trainings, workshops or meetings are not available, *or* not scheduled, or if the LHJ staff person is unable to attend these activities prior to conducting assigned tasks, the LHJ staff person may, with ODW approval, substitute other training activities to be determined by ODW. Such substitute activities may include one-on-one training with ODW staff, co-surveys with ODW staff, or other activities as arranged and pre-approved by ODW. LHJ staff may not perform the activities under tasks 1, 2, and 3 without completing the training that has been arranged and approved by ODW.

**Program Manual, Handbook, Policy References**

<http://www.doh.wa.gov/Portals/1/Documents/Pubs/331-486.pdf>

**DOH Program Contact**

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**Exhibit A  
Statement of Work  
Contract Term: 2015-2017**

**DOH Program Name or Title:** Supplemental Nutrition Assistance Program-Education - Effective October 1, 2015

**Local Health Jurisdiction Name:** Island County Health Department

**Contract Number:** C17111

**SOW Type:** Revision      **Revision # (for this SOW)** 1

<b>Funding Source</b>	<b>Federal Compliance (check if applicable)</b>	<b>Type of Payment</b>
<input checked="" type="checkbox"/> Federal Subrecipient	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input checked="" type="checkbox"/> Reimbursement
<input type="checkbox"/> State	<input type="checkbox"/> Research & Development	<input type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

**Period of Performance:** October 1, 2015 through September 30, 2016

**Statement of Work Purpose:** The purpose of this statement of work is to provide Supplemental Nutrition Assistance Program - Education (SNAP-Ed) to improve the likelihood that persons eligible for SNAP (Food Stamps) will make healthy food choices within a limited budget and choose active lifestyles consistent with the current USDA dietary guidance system.

**Revision Purpose:** The purpose of this revision is to change the billing schedule from monthly to quarterly.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change None	Total Consideration
				Start Date	End Date			
FFY16 DSHS SNAP-Ed IAR	10.561	333.10.56	76430960	10/01/15	09/30/16	21,123	0	21,123
FFY15 DSHS SNAP-Ed IAR CARRYFORWARD	10.561	333.10.56	76430951	10/01/15	09/30/16	0	0	0
<b>TOTALS</b>						<b>21,123</b>	<b>0</b>	<b>21,123</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1.0	For SNAP-Ed, the LHJ will perform work as described in the SNAP-Ed project description and work plans approved by DOH, Department of Social and Health Services (DSHS), and United States Department of Agriculture (USDA) in September 2015, which is incorporated herein by reference.		<ol style="list-style-type: none"> <li>Project target audiences reached</li> <li>Project activities completed</li> <li>Evaluation activities completed</li> </ol>	<u>For the Period</u> 10/01/15 - 09/30/16 Due: per the approved work plan and no later than <b>09/30/16</b>	Reimbursement upon receipt and approval of deliverables for the funding period will not exceed <b>\$21,123</b> .  The LHJ will be paid the allowable costs incurred based on Budget. See Special Billing Requirements Section.

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
					<p><b>**NOTE:</b> The SNAP-Ed program will deny payment for any costs not submitted by the due date without prior approval.</p>
2.1	<p><b>Quarterly Progress Reports</b> The following data is collected and submitted within DOH-provided template:</p> <ol style="list-style-type: none"> <li>1. Achievements</li> <li>2. Challenges</li> <li>3. Is the project on time? If not, why and what will be done to accomplish the tasks?</li> <li>4. PSE progress</li> <li>5. Success stories</li> </ol>		<p>Submit Quarterly Progress Report for all SNAP-Ed projects within the DOH-approved form</p>	<p>Quarterly Progress Reports due:</p> <ul style="list-style-type: none"> <li>• 1<sup>st</sup> quarter report for the work completed during 10/01/15 to 12/31/15. <b>Due:</b> Close of business (COB) 01/04/16</li> <li>• 2nd quarter report for the work completed during 01/01/16 to 03/31/16. <b>Due:</b> COB 04/04/16</li> <li>• 3rd quarter report for the work completed during 04/01/16 to 06/30/16. <b>Due:</b> COB 07/05/16</li> <li>• Final report for all work not already reported. <b>Due:</b> COB 09/22/16</li> </ul>	<p>See payment information as referenced in task number 1.0</p>
2.2	<p><b>Education and Administrative Reporting System (EARS) Data and Reports</b> The following EARS data is required for each project and in order to count clients toward unduplicated direct reach.</p> <ul style="list-style-type: none"> <li>• Unduplicated number of clients served per project.</li> <li>• # unduplicated clients served per project based on the following: <ul style="list-style-type: none"> <li>○ Race/ethnicity</li> <li>○ Gender</li> <li>○ Age</li> </ul> </li> <li>• % SNAP eligible per site</li> <li>• Setting type – school, church, etc.</li> </ul>		<p>Submit EARS data for all project(s).</p> <p>LHJ is required to collect and submit EARS data electronically or within the template provided by DOH. This must be done in real time.</p> <p><b>Real time</b> = As LHJ provides services and no later than one (1) week after data is collected.</p>	<p>Data should be collected in real time and submitted to the DOH by the following dates:</p> <ul style="list-style-type: none"> <li>• 1<sup>st</sup> quarter EARS data collected during 10/01/15 to 12/31/15. <b>Due:</b> COB 01/04/16</li> <li>• EARS data collected 12/31/15 to 09/15/16. <b>Due:</b> in real time and no later than one (1) week after services are provided.</li> </ul>	<p>See payment information as referenced in task number 1.0</p>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> <li>Top three (3) Key Messages delivered per project</li> </ul>				
2.3	<p><b>Evaluation Data and Reports</b> The following information is required for all projects based on the LHJ's approved plan</p> <ul style="list-style-type: none"> <li>Formative</li> <li>Process</li> <li>PSE</li> <li>Outcome</li> </ul>		<ol style="list-style-type: none"> <li>Collect and report any formative and process data completed based on approved project plan</li> <li>Submit PSE progress and outcomes based on approved project plan.</li> <li>Submit/mail pretest surveys/data for each project</li> <li>Submit/mail posttest surveys/data for each project</li> </ol>	<ol style="list-style-type: none"> <li><b>Due:</b> Submit within Quarterly reporting listed above in task 2.1</li> <li><b>Due:</b> Quarterly same as task 2.1.                             <ul style="list-style-type: none"> <li>1st quarter report due by 01/04/16</li> <li>2nd quarter due by 04/04/16</li> <li>3rd quarter due by 07/05/16</li> <li>Final report for all other work due 09/22/16</li> </ul> </li> <li><b>Due:</b> Within 30 days after completed. Submit all pretest surveys/data when they are completed for a specific project.</li> <li><b>Due:</b> Within 30 days after completed. Submit all posttest surveys/data when they are completed for a specific project.</li> </ol>	See payment information as referenced in task number 1.0
3.0	<p><b>Civil Rights Training</b> All staff must be trained during the first quarter of each federal fiscal year.</p>		<p>Submit documentation showing Civil Rights training was completed for all SNAP-Ed paid staff. Documentation must include:</p> <ul style="list-style-type: none"> <li>Training and source</li> <li>Name of staff</li> <li>Signature of staff</li> <li>Date completed</li> </ul>	<b>Due:</b> 12/31/15	See payment information as referenced in task number 1.0

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3.1	<p><b>Other Agency Training</b> The following trainings are required for <u>all agencies</u>:</p> <ul style="list-style-type: none"> <li>• Fiscal – fiscal lead and coordinator</li> <li>• Data collection and reporting – coordinator and program staff who are reporting data</li> </ul> <p>*It is required that all staff making any SNAP-Ed purchases or reporting data be trained.</p>		Fiscal and Data reporting training completed.	<b>Due:</b> New staff trained within 30 days of starting SNAP-Ed activities and again at least once every five years.	See payment information as referenced in task number 1.0
4.0	<p><b>SNAP-Ed Inventory List</b> Keep an up-to-date inventory list that includes all non-capital equipment, purchased curriculum, and other SNAP-Ed paid items that are not disposable. This list should include items purchased in prior fiscal years and be updated yearly.</p>		SNAP-Ed inventory list	<b>Due:</b> Yearly, at the time of a fiscal monitoring and/or site visit.	
5.0	<p><b>SNAP-Ed A19 Invoices</b></p>		<p>Submit SNAP-Ed A19-1A invoices and detailed ledger Use the A19-1A specific to SNAP-Ed program. This document will be sent to all contractors prior to October 15, 2015. Documentation of all costs incurred shall be accompanied by an agency financial system summary-level report supporting the costs to be reviewed by SNAP-Ed Contract Manager before approval of payment.</p>	<p><b>Due: Monthly Quarterly-</b> Submit invoices no later than 30 days after the end of the <i>quarter. preceeding month.</i> (i.e. 1<sup>st</sup> quarter October-December A19-1A invoice submitted no later than <i>November-January 30</i> and so on...)</p> <p><b>Final invoice is due October 30, 2016.</b></p> <p><b><i>Or*if pre-approved in writing</i></b> by DOH contract manager, every two months. Invoices must be received by DOH no later than the dates listed below:</p> <ul style="list-style-type: none"> <li>○ <i>October and November due: 12/31/15</i></li> <li>○ <i>December and January due: 02/28/16</i></li> <li>○ <i>February and March due: 04/30/16</i></li> </ul>	See payment information as referenced in task number 1.0

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
				<ul style="list-style-type: none"> <li>○ April and May due: 06/30/16</li> <li>○ June and July due: 08/31/16</li> <li>○ August and September due: 10/30/16</li> </ul>	

**\*For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

**Program Specific Requirements/Narrative:****Special Requirements****Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on <http://USASpending.gov> by DOH as required by P.L. 109-282.

**SNAP-Ed Assurances:**

The following assurances must be followed (see program Guidance <http://snap.nal.usda.gov/snap/Guidance/FinalFY2016SNAP-EdGuidance.pdf>)

- The local governmental agency, Indian Tribal Organization or non-Governmental Agency is fiscally responsible for nutrition education activities funded with Supplemental Nutrition Assistance Program Education funds and is liable for repayment of unallowable costs.
- Nutrition education activities are conducted for the benefit of Supplemental Nutrition Assistance Program participants, applicants, and those eligible.
- Efforts are made to target SNAP-Ed to the SNAP-Ed target population.
- Activities funded under the Expanded Food and Nutrition Education Program (EFNEP) grant are not allowed to be included in the budget for SNAP-Ed.
- Documentation of payments for approved SNAP-Ed activities must be maintained by the contractor and be available for review and audit.
- Contracts are procured through procedures governed by State procurement regulations.
- Program activities are conducted in compliance with all applicable Federal laws, rules, regulations including Civil Rights and OMB circulars governing cost issues.
- Program activities do not supplant existing nutrition education programs, and where operating in conjunction with existing programs, enhance and supplement them.

- Program activities are reasonable and necessary to accomplish SNAP-Education objectives and goals.
- All materials developed or printed with SNAP Education funds include the appropriate USDA non-discrimination statement, credit to SNAP as a funding source, and a brief message about how SNAP can help provide a healthy diet and how to apply for benefits.
- Messages of nutrition education and obesity prevention are consistent with the Dietary Guidelines for Americans.

#### **Audits**

The local governmental agency, Indian Tribal Organization or non-Governmental Agency must make State financial and program audits or reviews conducted by other entities available to the DOH, DSHS, USDA, or its designee.

#### **Monitoring Expectations**

The local governmental agency, Indian Tribal Organization or non-Governmental Agency's premises and records will be made available upon request to DOH, DSHS, and USDA staff for the purposes of observing nutrition education activities and reviewing for program and fiscal compliance. All non-capital equipment and reusable educational materials should be tracked in an inventory list and available for review upon request.

#### **Indirect Rate**

All indirect rates must be submitted and preapproved by DOH and the DOH SNAP-Education program. The LHJ is responsible for ensuring that indirect costs included in the LHJ's SNAP-Education plan are supported by an indirect cost agreement and/or cost allocation plan approved by the appropriate agency. The LHJ cannot bill indirect costs that are determined to be unacceptable and will be disallowed.

#### **Annual Civil Rights Training Requirement** (see FNS Instruction Number 113-1 Chapter XI) - <http://www.fns.usda.gov/sites/default/files/113-1.pdf>

"Training is required so that people involved in all levels of administration of programs that receive Federal financial assistance understand civil rights related laws, regulations, procedures, and directives. The local governmental agency, Indian Tribal Organization or non-Governmental Agency must be responsible for training their subrecipients, including 'frontline staff.' 'Frontline staff' who interact with program applicants or participants, and those persons who supervise 'frontline staff' must be provided civil rights training on an annual basis."

#### **Records** - Record Retention and Management-State Agency and All Sub-grantees 7CFR 272.2

SNAP-Education regulations require that all records be retained for six years from fiscal closure. This requirement applies to fiscal records, reports and client information. Supporting documentation may be kept at the sub-grantee level, but shall be available for review for six years from the date of quarterly claim submittal. Any costs that cannot be substantiated by source documents will be disallowed as charges to SNAP.

#### **Travel**

The LHJ is expected to comply with the Office of Financial Management's Travel Management Requirement and Restrictions as found in policy 10.10.

<http://www.ofm.wa.gov/policy/10.htm>

#### **Amendments**

Agencies must submit a request to DOH to amend a project plan and/or budget for prior approval whenever they wish to change the USDA-approved scope of activities and/or budget. All requests for amendments must be submitted no later than April 1, 2016.

#### **\*Please Note:**

- No changes may be incorporated into the project plan until an amendment request is approved by DOH and/or USDA
- Any requests submitted after April 1, 2016 will NOT be approved.

**Overtime**

Overtime is not billable in the SNAP-Ed program unless it has been reviewed and preapproved by the DOH SNAP-Ed contract manager in advance and in writing.

**Budget Revisions**

The local governmental agency, Indian Tribal Organization or non-Governmental Agency, is allowed, in the Federal Fiscal year period, to request an adjustment be made to a funded line item listed in within the approved budget, with pre-approval from the DOH designated SNAP-Ed contract manager. Any anticipated changes to the budget must be pre-approved by DOH.

**Special Funding Requirements**

Payment for deliverables as specified herein is dependent on receipt of funding from the USDA funding sources. In the event funding is not received, DOH is under no obligation to make payments for the deliverables as specified. If funding is reduced or limited in any way after the effective date of this contract and prior to normal completion DOH may terminate task(s), remove funds, or reallocate funds at DOH's discretion under new funding limitations and conditions. DOH will make payments only upon the receipt of the funding. DOH will notify the LHJ within seven (7) working days upon notice by the funding source of funding availability.

**Special Billing Requirements**

1. All invoices, billing and reimbursements must be in compliance with all applicable Federal laws, rules, regulations including the FFY16 SNAP-Ed Guidance and OMB circulars governing cost issues.
2. Total costs bill will not exceed the USDA-approved budget amount listed in the text box below.
  - a. Bills must be for only SNAP-Ed specific activities, using a DOH A19-1A Invoice voucher
  - b. A SNAP-Ed specific A19-1A must be submitted to the LHJ's designated DOH SNAP-Ed contract manager within 30 days of the last day of the *month quarter* for which the work is being billed. *OR*
  - c. *LHJ may request pre-approval to bill every two (2) months instead, in which case, the LHJ is required to adhere to the billing due dates listed in Task 5 (see above)*
3. NOTE: IN FFY16 the SNAP-Ed program will deny payment for any costs not submitted by the due date without prior approval. If for ANY reason the LHJ is unable to submit the SNAP-Ed A19-1A by the due date, the LHJ is required to submit a request for an exception to DOH no later than seven (7) days prior to due date to the DOH SNAP-Ed contract manager. The SNAP-Ed contract manager reserves the right and responsibility to either approve or deny the request for an exception and will reply to the request.
4. Supporting documentation for each *month quarter* must be submitted with each SNAP-Ed A19-1A.
  - a. At the very least this means a copy of the LHJ's financial expanded/detailed general ledger level report.
  - b. Additionally, all receipts, timecards and other supporting documentation, as noted by USDA, must be available upon request.
5. PLEASE NOTE: If an agency is a new SNAP-Ed contractor or has had a fiscal finding, or does not submit adequate and/or accurate backup documentation within the last year, all SNAP-Ed backup documentation must be submitted with each bill and this requirement will continue until further notice by the DOH designated SNAP-Ed contract manager.

BUDGET	
Source	Amount
USDA	\$21,123

**DOH Program Contact**

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360-236-3633

**Exhibit A  
Statement of Work  
Contract Term: 2015-2017**

**DOH Program Name or Title:** WIC Nutrition Program - Effective January 1, 2015

**Local Health Jurisdiction Name:** Island County Health Department  
**Contract Number:** C17111

**SOW Type:** Revision      **Revision # (for this SOW)** 5

**Period of Performance:** January 1, 2015 through December 31, 2017

<b>Funding Source</b>	<b>Federal Compliance (check if applicable)</b>	<b>Type of Payment</b>
<input checked="" type="checkbox"/> Federal Subrecipient	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input checked="" type="checkbox"/> Reimbursement
<input type="checkbox"/> State	<input type="checkbox"/> Research & Development	<input type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

**Statement of Work Purpose:** The purpose is to provide Women, Infants, and Children (WIC) Nutrition Program services by following WIC federal regulations, WIC state office policies and procedures, WIC directives, and other rules. Refer to the Program Specific Requirements section of this document.

**Revision Purpose:** The purpose of this revision is to reduce FFY16 USDA WIC NLS funds and add a Special Requirement.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Decrease (-)	Total Consideration
				Start Date	End Date			
FFY15 USDA WIC NLS	10.557	333.10.55	76210250	01/01/15	09/30/15	176,264	0	176,264
FFY16 USDA WIC NLS	10.557	333.10.55	76210260	10/01/15	09/30/16	302,535	-31,482	271,053
FFY17 USDA WIC NLS	10.557	333.10.55	76210270	10/01/16	12/31/16	53,421	0	53,421
FFY15 USDA BREASTFEED PEER COUNSEL	10.557	333.10.55	76214250	01/01/15	09/30/16	16,388	0	16,388
FFY15 USDA FMNP OPS	10.572	333.10.57	76540250	01/01/15	09/30/15	400	0	400
FFY16 USDA BREASTFEED PEER COUNSEL	10.557	333.10.55	76214260	01/01/16	09/30/16	12,291	0	12,291
<b>TOTALS</b>						<b>561,299</b>	<b>-31,482</b>	<b>529,817</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
<b>1</b>	<b>WIC Nutrition Program</b>				See "Special Billing Requirements" below
1.1	Maintain authorized participating caseload at 100% based on quarterly average as determined from monthly caseload management reports generated at the state WIC office.  The Department of Health (DOH) State WIC Nutrition Program has the option of reducing authorized participating caseload and corresponding funding when:  1. Unanticipated funding situations occur.	7.2	Outcomes based on monthly participation data from state WIC caseload management reports.		

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>2. Reallocations are necessary to redistribute caseload statewide.</p> <p><b>Authorized participating caseload for January 2015 through December 2017 = <u>1,045</u></b></p> <p><b>Authorized participating caseload for October 2015 through December 2017 = <u>1,045</u></b></p>				
1.2	Submit the annual Nutrition Education Plan for each year of the Contract.	9.2	Nutrition Education Plan	First year due 03/31/15 Second year due 03/31/16 Third year due 03/31/17	Payment withheld if not received by due date.
1.3	Submit the annual Nutrition Services Expenditure Report for each year of the Contract.	11.2	Nutrition Services Expenditure Report	First year due 11/30/15 Second year due 11/30/16 Third year due 11/30/17	Payment withheld if not received by due date.
1.4	Tell clients about other health services in the agency. If needed, develop written agreements with other health care agencies and refer clients to these services.	3.1	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.5	Provide nutrition education services to clients and caregivers in accordance with federal and state requirements.	3.1	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.6	Issue WIC checks while assuring adequate check security and reconciliation.	11.2	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.7	Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).	7.1	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.8a	Submit WIC and Breastfeeding Peer Counseling Budget Workbook for each year of the contract.	11.2	Budget Workbook	First year due 09/30/15 Second year due 09/30/16 Third year due 09/30/17	
1.8b	Revise and submit WIC Budget Workbook mid-year for each year of the contract.	11.2	Revised Budget Workbook	Mid-year revision due 04/30/15 Mid-year revision due 04/30/16 Mid-year revision due 04/30/17	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	<b>Breastfeeding Promotion</b>				See "Special Billing Requirements" below
2.1	Provide breastfeeding promotion and support activities in accordance with federal and state requirements	3.1	Status report of chosen activities in Nutrition Education Plan.  Documentation must be available for review by WIC monitor staff.	First year due 03/31/15 Second year due 03/31/16 Third year due 03/31/17  Biennial WIC monitor	
2.2	Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects: <ul style="list-style-type: none"> <li>▪ Change worksite policies of employers who likely employ low income women</li> <li>▪ Provide breastfeeding education to health care providers who serve low income pregnant and breastfeeding women</li> <li>▪ Work with birthing hospitals to improve maternity care practices that affect WIC client breastfeeding rates</li> <li>▪ Provide clients access to lactation consultants</li> <li>▪ Provide staff and community partners breastfeeding training</li> </ul> <p>Other projects will need pre-approval from the State WIC Office.</p>	4.2	Status report of chosen activities in Nutrition Education Plan.  Documentation must be available for review by WIC monitor staff.	First year due 03/31/15 Second year due 03/31/16 Third year due 03/31/17  Biennial WIC monitor	
3	<b>Breastfeeding Peer Counseling Program</b>				See "Special Billing Requirements" below
3.1	Provide breastfeeding peer counseling program activities in accordance with federal and state requirements. The WIC Breastfeeding Peer Counseling Program is meant to enhance, not replace, WIC Breastfeeding Promotion and support activities.	3.1	Breastfeeding Peer Counseling Annual Report from the previous federal fiscal year.  Documentation must be available for review by WIC monitor staff.	First year due 12/31/15 Second year due 12/31/16 Third year due 12/31/17  Biennial WIC monitor	
3.2	Track Breastfeeding Peer Counseling Program expenditures and bill separately from the WIC grant.	3.1	Documentation must be available for review by WIC monitor staff	Biennial WIC monitor	
3.3	As partner agency, maintain an up to date memorandum of understanding (MOU) with Community Action Council of Skagit County to meet the requirements of the Breastfeeding Peer		Breastfeeding Peer Counseling Annual Report from the previous federal fiscal year.	First year due 12/31/15 Second year due 12/31/16 Third year due 12/31/17	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Counseling Program as described in Tasks 3.1 and 3.2.		Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
<b>4</b>	<b>Farmers Market Nutrition Program (FMNP)</b>				See "Special Billing Requirements" below
4.1	Distribute all Farmers Market Nutrition Program checks to eligible WIC clients between June 1 and September 30 of current year.		Send completed FMNP check registers to banking contractor on a weekly basis following FMNP procedures.  Documentation must be available for review by WIC monitor staff	Weekly June-Sept 2015 Weekly June-Sept 2016 Weekly June-Sept 2017 All registers sent by Oct. 1, 2015, Oct. 1, 2016 and by Oct 1. 2017  Biennial WIC Monitor	

**\*For Information Only:**

Funding is not tied to the revised Standards/Measures listed here. This information may be helpful in discussions of how program activities might contribute to meeting a Standard/Measure. More detail on these and/or other Public Health Accreditation Board (PHAB) Standards/Measures that may apply can be found at: <http://www.phaboard.org/wp-content/uploads/PHAB-Standards-and-Measures-Version-1.0.pdf>

**Program Specific Requirements/Narrative****Federal Funding Accountability and Transparency Act (FFATA)**

This statement of work is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how the federal funds are spent.

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Data Universal Numbering System (DUNS®) number.

Information about the LHJ and this statement of work will be made available on [USASpending.gov](http://USASpending.gov) by DOH as required by P.L. 109-282.

**Special References (RCWs, WACs):**

What is the WIC program?

(1) The WIC program in the state of Washington is administered by DOH.

(2) The WIC program is a federally funded program established in 1972 by an amendment to the Child Nutrition Act of 1966. The purpose of the program is to provide nutrition and health assessment; nutrition education; nutritious food; breastfeeding counseling; and referral services to pregnant, breastfeeding, and postpartum women, infants, and young children in specific risk categories.

(3) Federal regulations governing the WIC program (7 CFR Part 246) require implementation of standards and procedures to guide the state's administration of the WIC program. These regulations define the rights, responsibilities, and legal procedures of WIC employees, clients, persons acting on behalf of a client, and retailers. They are designed to promote:

(a) High quality nutrition services;

- (b) Consistent application of policies and procedures for eligibility determination;
- (c) Consistent application of policies and procedures for food benefit issuance and delivery; and
- (d) WIC program compliance.

(4) The WIC program implements policies and procedures stated in program manuals, handbooks, contracts, forms, and other program documents approved by the USDA Food and Nutrition Service.

(5) The WIC program may impose sanctions against WIC clients for not following WIC program rules stated on the WIC rights and responsibilities.

(6) The WIC program may impose monetary penalties against persons who misuse WIC checks or WIC food but who are not WIC clients.

**Program Manual, Handbook, Policy References:**

The LHJ shall be responsible for providing services according to rules, regulations and other information contained in the following:

- WIC Federal Regulations, USDA, FNS 7CFR Part 246, 3016, 3017 and 3018
- Washington State WIC Nutrition Program Policy and Procedure Manual
- Farmers Market Nutrition Program Federal Regulations, USDA, FNS 7CFR Part 248
- Other directives issued during the term of the Contract

**Staffing Requirements:**

The LHJ must:

- Use Competent Professional Authority staff, as defined by WIC policy, to determine client eligibility, prescribe an appropriate food package and offer nutrition education based on the clients' needs.
- Use a Registered Dietitian (RD) or other qualified nutritionist to provide nutrition services to high risk clients, to include development of a high risk care plan. The RD is also responsible for quality assurance of WIC nutrition services. See WIC Policy for qualifications for a Registered Dietitian and other qualified nutritionist.
- Assign a qualified person to be the Breastfeeding Coordinator to organize and direct local agency efforts to meet federal and state policies regarding breastfeeding promotion and support. The breastfeeding coordinator must be an International Board Certified Lactation Consultant or attend an intensive lactation management course, or other state approved training.

**Restrictions on Funds:**

The LHJ shall follow the instructions found in the Policy and Procedure Manual under WIC Allowable Costs.

**Monitoring Visits:**

Program and fiscal monitoring are done on a Biennial (every two years) basis, and are conducted onsite.

The LHJ must maintain on file and have available for review, audit and evaluation:

- 1) All criteria used for certification, including information on income, nutrition risk eligibility and referrals
- 2) Program requirements
- 3) Nutrition education
- 4) All financial records

**Assurances/Certifications:****1. Computer Equipment Loaned by the DOH WIC Nutrition Program**

In order to perform WIC program activities, DOH requires computers and printers to be in local WIC clinics or to be transported to mobile clinics. This equipment ("Loaned Equipment") is owned by DOH, and loaned to the local agency (LHJ). The Loaned Equipment is supported by DOH. This equipment shall be used for WIC business only or according to WIC Policy and Procedures.

An inventory of Loaned Equipment is kept by DOH. Each time Loaned Equipment is changed, the parties shall complete the Equipment Transfer Form and DOH updates the inventory. A copy of the Transfer Form will be provided to the LHJ. Copies of the updated inventory list may be requested at any time.

The LHJ agrees to:

- a. Defend, protect and hold harmless DOH or any of its employees from any claims, suits or actions arising from the use of this Loaned Equipment.
- b. Assume responsibility for any loss or damage from abnormal wear or use, or from inappropriate storage or transportation.

DOH may enforce this by:

- 1) Requiring reimbursement from the LHJ of the value of the Loaned Equipment at the time of the loss or damage.
- 2) Requiring the LHJ to replace the Loaned Equipment with equipment of the same type, manufacturer, and capabilities (as pre-approved by DOH), or
- 3) Assertion of a lien against the LHJ's property.

The Department recommends LHJs carry insurance against possible loss or theft.

**2. Civil Rights Assurance**

The LHJ shall perform all services and duties necessary to comply with federal law in accordance with the following Civil Rights Assurance:

- a. "The LHJ hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the LHJ receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this Contract.
- b. "By accepting this assurance, the LHJ agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the LHJ, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from DOH. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the LHJ."

**3. 7CFR Parts 3016, 3017, 3018**

The LHJ shall comply with all the fiscal and operations requirements prescribed by the state agency as directed by Federal WIC Regulations (7CFR part 246.6), 7CFR part 3016, the debarment and suspension requirements of 7CFR part 3017, if applicable, the lobbying restrictions of 7CFR part 3018, and FNS guidelines and instructions and shall provide on a timely basis to the state agency all required information regarding fiscal and program information.

**Special Billing Requirements:**

## 1. Definitions

**Contract Period:** January 1, 2015-December 31, 2017

**Contract Budget Period:** The time period for which the funding is budgeted.

- There are four federal budget periods

January 1, 2015 through September 30, 2015;  
 October 1, 2015 through September 30, 2016;  
 October 1, 2016 through September 30, 2017;  
 October 1, 2017 through December 31, 2017.

## 2. Billing Information

- a. Billings are submitted on an A19-1A form, which is coded and provided by DOH prior to each federal fiscal budget period. Submit summary level financial data to support each individual program billing.
- b. A19-1A forms are submitted monthly following the close of each calendar month or upon completion of services, before the end of the federal contract budget period.
- c. Funds are allocated by budget categories (refer to Chart of Accounts Program names) and by state and federal budget periods (refer to the allocation sheet).
- d. Expenses are incurred only during the budget period; no carry forward from previous time periods, or borrowing from future time periods is allowed. Advance payments are not allowed.
- e. Payments for a budget period are limited to the amounts allocated for the budget period for each budget category.
- f. Billings are based on actual costs, with back up documentation retained by the LHJ and available for inspection by DOH or other appropriate authorities.
- g. Payments will be made only for WIC approved expenditures. Refer to the Washington State WIC Nutrition Program Policy and Procedure Manual Volume 2, Chapter 4 – Allowable Costs and 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**Special Instructions:**

The LHJ shall:

- 1) Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.
- 2) Provide, as necessary, a single audit in accordance with the provisions of OMB Circular A-133. This circular requires the LHJ to have a single audit performed should LHJ spend \$750,000 or more of federal grants or awards from all sources. The LHJ is a subrecipient of federal funds.
- 3) Staff must use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC clients. For a list of allowable costs see Volume 2, Chapter 4 – Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC clients.

**Special Requirements:**

<b>Contract Funding Period</b>	<b>Time Period Special Requirement Funds Available</b>	<b>Amount</b>	<b>Description of Special Requirements</b>
January 2015 - September 2015	January 2015 - September 2015	<b>\$12,291</b>	Added in the WIC/USDA Breastfeeding Peer Counseling category to complete the requirements of operating a USDA Loving Support Breastfeeding Peer Counseling program.
October 2015 - September 2016	October 2015 - December 2015	<b>\$4,097</b>	A total of \$4,097 is added for October 2015 through December 2015 in the FFY15 WIC/USDA Breastfeeding Peer Counseling category to complete the requirements of operating a USDA Loving Support Breastfeeding Peer Counseling Program.
January 2015 - September 2015	January 2015 - September 2015	<b>\$10,000</b>	A total of \$10,000 is added in the USDA/WIC Base Funding category to be used for start-up costs related to the transition of caseload to the Oak Harbor WIC clinic.
October 2015 – September 2016	January 2016 – September 2016	<b>\$12,291</b>	Added in the FFY16 WIC/USDA Breastfeeding Peer Counseling category to complete the requirements of operating a USDA Loving Support Breastfeeding Peer Counseling program.
<i>October 2015-September 2016</i>	<i>January 2016-September 2016</i>	<b>\$2,800</b>	<i>Added in the USDA/WIC Nutrition and Local Support Other category to fund training and travel expenses for WIC staff to attend WIC-related trainings. This does not include out of state trainings.</i>

**Other**

Any program requirements that are not followed may be subject to corrective action, and may result in monetary fines, repayment of funds, or withholding of Contract payment.

**DOH Program Contact**

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WIC Nutrition Program  
PO Box 47886, Olympia, WA 98504-7886  
[Barbara.Krogstad@doh.wa.gov](mailto:Barbara.Krogstad@doh.wa.gov) 360-236-3711 or 1-800-841-1410 x 3711

**DOH Fiscal Contact**

Kim Henderson, Fiscal Analyst  
WIC Nutrition Program  
PO Box 47886, Olympia, WA 98504-7886  
[Kim.Henderson@doh.wa.gov](mailto:Kim.Henderson@doh.wa.gov) 360-236-3491

EXHIBIT B-6  
ALLOCATIONS  
Contract Term: 2015-2017

Indirect Rate as of January 2015: 24%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY16 USDA Breastfeed Peer Counsel	7WA700WA1	Amend 5	10.557	333.10.55	01/01/16	09/30/16	10/01/15	09/30/17	\$12,291	\$12,291	\$28,679
FFY15 USDA Breastfeed Peer Counsel	15157WAWA1W5003	Amend 4	10.557	333.10.55	01/01/15	09/30/16	10/01/14	09/30/16	\$4,097	\$16,388	
FFY15 USDA Breastfeed Peer Counsel	15157WAWA1W5003	N/A, Amd 4	10.557	333.10.55	01/01/15	09/30/16	10/01/14	09/30/15	\$12,291		
FFY17 USDA WIC NLS	NGA Not Received	Amend 1	10.557	333.10.55	10/01/16	12/31/16	10/01/16	12/31/16	\$1,930	\$53,421	\$500,738
FFY17 USDA WIC NLS	NGA Not Received	N/A	10.557	333.10.55	10/01/16	12/31/16	10/01/16	12/31/16	\$51,491		
<b>FFY16 USDA WIC NLS</b>	<b>7WA700WA7</b>	<b>Amend 6</b>	<b>10.557</b>	<b>333.10.55</b>	10/01/15	09/30/16	10/01/15	09/30/16	<b>(\$31,482)</b>	<b>\$271,053</b>	
FFY16 USDA WIC NLS	7WA700WA7	Amend 5	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	(\$28,950)		
FFY16 USDA WIC NLS	7WA700WA7	Amend 4	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	\$115,800		
FFY16 USDA WIC NLS	7WA700WA7	Amend 1	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	\$9,720		
FFY16 USDA WIC NLS	7WA700WA7	N/A	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	\$205,965		
FFY15 USDA WIC NLS	15157WAWA7W1003	Amend 4	10.557	333.10.55	01/01/15	09/30/15	10/01/14	09/30/15	\$10,000	\$176,264	
FFY15 USDA WIC NLS	15157WAWA7W1003	Amend 1	10.557	333.10.55	01/01/15	09/30/15	10/01/14	09/30/15	\$11,790		
FFY15 USDA WIC NLS	15157WAWA7W1003	N/A	10.557	333.10.55	01/01/15	09/30/15	10/01/14	09/30/15	\$154,474		
FFY15 USDA FMNP Ops	2015Y860447	Amend 3	10.572	333.10.57	01/01/15	09/30/15	10/01/14	09/30/15	\$400	\$400	\$400
FFY16 DSHS SNAP-Ed IAR	16167WAWA5Q390	Amend 4	10.561	333.10.56	10/01/15	09/30/16	10/01/15	09/30/16	\$21,123	\$21,123	\$41,471
FFY15 DSHS SNAP-Ed IAR	15157WAWA5S7504	Amend 1	10.561	333.10.56	01/01/15	09/30/15	10/01/14	09/30/15	\$15,987	\$15,987	
FFY14 DSHS SNAP-Ed IAR Carryforward	14147WAWA5S7503	Amend 2	10.561	333.10.56	01/01/15	09/30/15	10/01/14	09/30/15	(\$968)	\$4,361	
FFY14 DSHS SNAP-Ed IAR Carryforward	14147WAWA5S7503	Amend 1	10.561	333.10.56	01/01/15	09/30/15	10/01/14	09/30/15	\$5,329		
NEP 1-4 Livestock Mgmt AG BMP	00J32601	Amend 1	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	\$60,000	\$60,000	\$60,000
NEP 1-4 Onsite Sewage Management	00J32601	Amend 3	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	\$3,313	\$133,639	\$133,639
NEP 1-4 Onsite Sewage Management	00J32601	Amend 1	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	\$130,326		
NEP 1-4 Pollution ID & Correction	00J32601	Amend 2	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	(\$25,029)	\$201,427	\$201,427
NEP 1-4 Pollution ID & Correction	00J32601	Amend 1	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	\$226,456		
NEP 5-6 Onsite Sewage Management	00J88801	Amend 5	66.123	333.66.12	01/01/16	12/31/16	10/01/14	08/31/19	\$100,000	\$100,000	\$100,000
<b>NEP 5-6 Swimming BEACH</b>	<b>00J88801</b>	<b>Amend 6</b>	<b>66.123</b>	<b>333.66.12</b>	02/29/16	10/31/16	10/01/14	08/31/19	<b>\$12,200</b>	<b>\$12,200</b>	<b>\$24,400</b>
NEP 5-6 Swimming BEACH	00J88801	Amend 1	66.123	333.66.12	03/01/15	10/31/15	10/01/14	08/31/19	\$12,200	\$12,200	
FFY14 EPR LHJ Funding	U90TP000559	N/A	93.069	333.93.06	01/01/15	06/30/15	07/01/14	06/30/15	\$17,604	\$17,604	\$17,604
FFY15 EPR PHEP BP4 LHJ Funding	U90TP000559	Amend 4	93.069	333.93.06	07/01/15	06/30/16	07/01/15	06/30/16	\$65,405	\$65,405	\$65,405

**EXHIBIT B-6  
ALLOCATIONS**  
Contract Term: 2015-2017

Contract Number: C17111  
Date: January 15, 2016

Indirect Rate as of January 2015: 24%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY16 317 Ops	H23IP000762	Amend 5	93.268	333.93.26	01/01/16	12/31/16	01/01/16	12/31/16	\$1,610	\$1,610	\$3,837
FFY15 317 Ops	H23IP000762	N/A	93.268	333.93.26	01/01/15	12/31/15	01/01/15	12/31/15	\$2,227	\$2,227	

**EXHIBIT B-6  
ALLOCATIONS**  
Contract Term: 2015-2017

Contract Number: C17111  
Date: January 15, 2016

Indirect Rate as of January 2015: 24%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY16 AFIX	H23IP000762	Amend 5	93.268	333.93.26	01/01/16	12/31/16	01/01/16	12/31/16	\$5,959	\$5,959	\$14,919
FFY15 AFIX	H23IP000762	N/A	93.268	333.93.26	01/01/15	12/31/15	01/01/15	12/31/15	\$8,960	\$8,960	
FFY16 VFC Ops	H23IP000762	Amend 5	93.268	333.93.26	01/01/16	12/31/16	01/01/16	12/31/16	\$1,104	\$1,104	\$3,173
FFY15 VFC Ops	H23IP000762	N/A	93.268	333.93.26	01/01/15	12/31/15	01/01/15	12/31/15	\$2,069	\$2,069	
FFY16 VFC Ordering	H23IP000762	Amend 5	93.268	333.93.26	01/01/16	12/31/16	01/01/16	12/31/16	\$1,866	\$1,866	\$3,981
FFY15 VFC Ordering	H23IP000762	N/A	93.268	333.93.26	01/01/15	12/31/15	01/01/15	12/31/15	\$2,115	\$2,115	
FFY14 Enhance IIS and VTrckS	H23IP000922	Amend 5	93.733	333.93.73	12/01/15	08/31/16	09/30/14	09/29/16	\$1,316	\$1,316	\$1,316
FFY15 MCHBG CBP ConCon	B04MC28134	N/A	93.994	333.93.99	01/01/15	09/30/15	10/01/14	09/30/15	\$41,853	\$41,853	\$41,853
FFY16 MCHBG LHJ & Other Contracts	B04MC29364	Amend 4	93.994	333.93.99	10/01/15	09/30/16	10/01/15	09/30/16	\$55,804	\$55,804	\$55,804
Puget Sound OSS LMP Implementation		Amend 4	N/A	334.04.93	07/01/15	06/30/17	07/01/15	06/30/17	\$90,000	\$90,000	\$140,000
Puget Sound OSS LMP Implementation		N/A	N/A	334.04.93	01/01/15	06/30/15	07/01/13	06/30/15	\$50,000	\$50,000	
Rec Shellfish / Biotoxin		Amend 4	N/A	334.04.93	07/01/15	06/30/16	07/01/15	06/30/17	\$3,000	\$3,000	\$5,300
Rec Shellfish / Biotoxin (PSAA)		Amend 3	N/A	334.04.93	01/01/15	06/30/15	07/01/13	06/30/15	\$1,300	\$2,300	
Rec Shellfish / Biotoxin (PSAA)		N/A	N/A	334.04.93	01/01/15	06/30/15	07/01/13	06/30/15	\$1,000		
<b>Drinking Water Group A - SS</b>		<b>Amend 6</b>	<b>N/A</b>	<b>346.26.65</b>	01/01/15	12/31/16	01/01/15	06/30/17	<b>\$16,500</b>	<b>\$33,500</b>	<b>\$33,500</b>
Drinking Water Group A - SS		N/A, <b>Amend 6</b>	N/A	346.26.64	01/01/15	<b>12/31/16</b>	01/01/15	06/30/17	\$17,000		
<b>Drinking Water Group A - TA</b>		<b>Amend 6</b>	<b>N/A</b>	<b>346.26.66</b>	01/01/15	12/31/16	01/01/15	06/30/17	<b>\$800</b>	<b>\$4,800</b>	<b>\$4,800</b>
Drinking Water Group A - TA		N/A, <b>Amend 6</b>	N/A	346.26.64	01/01/15	<b>12/31/16</b>	01/01/15	06/30/17	\$4,000		
<b>TOTAL</b>									<b>\$1,482,246</b>	<b>\$1,482,246</b>	
<b>Total consideration:</b>				<b>\$1,484,228</b>						<b>GRAND TOTAL</b>	<b>\$1,482,246</b>
				<b>(\$1,982)</b>							
<b>GRAND TOTAL</b>				<b>\$1,482,246</b>						<b>Total Fed</b>	<b>\$1,298,646</b>
										<b>Total State</b>	<b>\$183,600</b>

\*Catalog of Federal Domestic Assistance

\*\*Federal revenue codes begin with "333". State revenue codes begin with "334".

# Exhibit C-6 Schedule of Federal Awards

AMENDMENT #6

Date: January 15, 2016

ISLAND COUNTY HEALTH DEPT-SWV0000203-00  
 CONTRACT C17111-Island County Health Department  
 CONTRACT PERIOD 1/1/2015-12/31/2017

Chart of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period Start Date	Allocation Period End Date	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
FFY15 USDA BREASTFEED PEER COUNSEL	333.10.55	04/30/15	\$1,383,343	01/01/15	09/30/16	\$16,388	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	15157WAWA1W5003	FFY15 USDA WIC BREASTFEEDING PEER COUNSELING
FFY15 USDA WIC NLS	333.10.55	10/07/14	\$15,498,793	01/01/15	09/30/15	\$176,264	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	15157WAWA7W1003	FFY15 WIC ADMINISTRATION
FFY16 USDA BREASTFEED PEER COUNSEL	333.10.55	10/01/15	\$1,383,343	01/01/16	09/30/16	\$12,291	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	7WA700WA1	WIC BREASTFEEDING PEER COUNSELOR
FFY16 USDA WIC NLS	333.10.55	10/01/15	\$8,877,032	10/01/15	09/30/16	\$271,053	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	7WA700WA7	WOMEN, INFANTS AND CHILDREN
FFY17 USDA WIC NLS	333.10.55	NGA Not Received	NGA Not Received	10/01/16	12/31/16	\$53,421	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	NGA Not Received	NGA Not Received
FFY14 DSHS SNAP-ED IAR CARRYFORWARD	333.10.56	09/29/14	\$1,114,721	01/01/15	09/30/15	\$4,361	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	14147WAWA5S7503	Supplemental Nutrition Assistance Program Education (SNAP-Ed)
FFY15 DSHS SNAP-ED IAR	333.10.56	09/29/14	\$2,870,126	01/01/15	09/30/15	\$15,987	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	15157WAWA5S7504	Supplemental Nutrition Assistance Program Education (SNAP-Ed)
FFY16 DSHS SNAP-ED IAR	333.10.56	09/30/15	\$4,012,002	10/01/15	09/30/16	\$21,123	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	Requested	Requested
FFY15 USDA FMNP OPS	333.10.57	02/26/15	\$93,760	01/01/15	09/30/15	\$400	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture Food and Nutrition Service	2015IY860447	WIC FARMERS MARKET ADMIN
NEP 1-4 LIVESTOCK MGMT AG BMP	333.66.12	01/09/11	\$12,178,243	01/01/15	12/31/15	\$60,000	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J32601	PUGET SOUND RESTORATION
NEP 1-4 ONSITE SEWAGE MANAGEMENT	333.66.12	01/09/11	\$12,178,243	01/01/15	12/31/15	\$133,639	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J32601	PUGET SOUND RESTORATION
NEP 1-4 POLLUTION ID & CORRECTION	333.66.12	01/09/11	\$12,178,243	01/01/15	12/31/15	\$201,427	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J32601	PUGET SOUND RESTORATION
NEP 5-6 ONSITE SEWAGE MANAGEMENT	333.66.12	09/01/14	\$5,165,000	01/01/16	12/31/16	\$100,000	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J88801	PUGET SOUND RESTORATION PROJECT
NEP 5-6 SWIMMING BEACH	333.66.12	09/11/14	\$2,490,000	03/01/15	10/31/16	\$24,400	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J88801	PUGET SOUND RESTORATION PROJECT
FFY14 EPR LHJ FUNDING	333.93.06	06/30/14	\$12,663,227	01/01/15	06/30/15	\$17,604	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	U90TP000559	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS
FFY15 EPR PHEP BP4 LHJ FUNDING	333.93.06	06/26/15	\$12,132,694	07/01/15	06/30/16	\$65,405	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	U90TP000559	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS

# Exhibit C-6 Schedule of Federal Awards

AMENDMENT #6

Date: January 15, 2016

ISLAND COUNTY HEALTH DEPT-SWV0000203-00  
 CONTRACT C17111-Island County Health Department  
 CONTRACT PERIOD 1/1/2015-12/31/2017

Chart of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period		Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
				Start Date	End Date						
FFY15 317 OPS	333.93.26	12/17/14	\$3,437,046	01/01/15	12/31/15	\$2,227	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY15 AFIX	333.93.26	12/17/14	\$3,437,046	01/01/15	12/31/15	\$8,960	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY15 VFC OPS	333.93.26	12/17/14	\$3,437,046	01/01/15	12/31/15	\$2,069	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY15 VFC ORDERING	333.93.26	12/17/14	\$3,437,046	01/01/15	12/31/15	\$2,115	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY16 317 OPS	333.93.26	NGA Not Received	NGA Not Received	01/01/16	12/31/16	\$1,610	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY16 AFIX	333.93.26	NGA Not Received	NGA Not Received	01/01/16	12/31/16	\$5,959	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY16 VFC OPS	333.93.26	NGA Not Received	NGA Not Received	01/01/16	12/31/16	\$1,104	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY16 VFC ORDERING	333.93.26	NGA Not Received	NGA Not Received	01/01/16	12/31/16	\$1,866	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY14 ENHANCE IIS AND VTRCKS	333.93.73	09/16/14	\$700,000	12/01/15	08/31/16	\$1,316	93.733	Capacity Building Assistance to Strengthen Public Health Immunization Infrastructure & Performance - Financed in part by the Prevention and Public Health Act of 2010	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000922	FFY14 2014 IMMUNIZATION ENHANCE AN IMMUNIZATION INFORMATION SYSTEM (IIS) TO INTERFACE WITH CDC'S VTRCKS VACCINE ORDERING & MANAGEMENT SYSTEM
FFY15 MCHBG CBP CONCON	333.93.99	10/21/14	\$8,846,149	01/01/15	09/30/15	\$41,853	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC28134	MATERNAL AND CHILD HEALTH SERVICES
FFY15 MCHBG LHJ & OTHER CONTRACTS	333.93.99	10/22/15	\$1,739,609	10/01/15	09/30/16	\$55,804	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC29364	MATERNAL AND CHILD HEALTH SERVICES
<b>TOTAL</b>						<b>\$1,298,646</b>					



**ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL**

MEETING DATE <u>4-5-16</u>
<input checked="" type="checkbox"/> CONSENT AGENDA
<input type="checkbox"/> REGULAR AGENDA
<input type="checkbox"/> PUBLIC HEARING/MTG
RESOLUTION/ORDINANCE NO _____

<b>DEPARTMENT:</b>	Public Works
<b>DIVISION:</b> <i>(if applicable)</i>	Engineering
<b>STAFF CONTACT:</b>	Peter A. Seybert, P.E.
<b>AGENDA SUBJECT:</b>	Reichhardt & Ebe Engineering Inc., 2014 Multi-Year On-Call Consultant Contract Supplemental Agreement No. 1
<b>BACKGROUND/SUMMARY:</b>	<p><b>WORK SESSION DATE (if applicable)</b> <i>(if applicable)</i> <u>March 16, 2016</u></p> <p>In December of 2013 the BOCC approved a 3 year duration consultant agreement with the above referenced Consultant. The agreement began January 1, 2014, and has a Completion date of December 31, 2016. At this time we are just past two-thirds of the way through the scheduled duration of the agreement. This Consultant has tasks, pending approval, with scope and budgets which will exceed the Total Amount Authorized.</p> <p>The original consultant agreement Total Amount Authorized was \$300,000. This Consultant has tasks, pending approval, with scope and budgets which will exceed the Total Amount Authorized. This Supplemental Agreement No. 1 will add \$150,000.00 to the original Contract revising the Total Amount Authorized to \$450,000.00</p>
<b>FISCAL IMPACT/FUNDING SOURCE:</b>	\$150,000.00 / Local Funds
<b>RECOMMENDED ACTION:</b>	<input checked="" type="checkbox"/> Approve/Adopt <input type="checkbox"/> Schedule Public Hearing/Meeting <input type="checkbox"/> Continue Public Hearing/Meeting <input type="checkbox"/> Information/Discussion <input type="checkbox"/> Other <i>(describe)</i> _____
<b>SUGGESTED MOTION:</b>	Motion to approve Supplemental Agreement No. 1

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

**BOCC ACTION:**

<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	TABLED/DEFERRED/NO ACTION TAKEN
<input type="checkbox"/>	CONTINUED TO DATE: ____/____/____ TIME: _____
<input type="checkbox"/>	OTHER _____

**SUPPLEMENTAL AGREEMENT NO. 1**  
**2014 MULTI-YEAR ON-CALL CONSULTANT CONTRACT**  
**CONSULTANT AGREEMENT NO. PW-1320189**

This Supplement amends the STANDARD CONSULTANT AGREEMENT, dated December 23, 2013, entered into between Island County, Washington, hereinafter referred to as "AGENCY", and Reichhardt & Ebe Engineering, Inc., hereinafter referred to as "CONSULTANT." All provisions in the basic Local Agency Standard Consultant Agreement remain in effect except as expressly modified by this supplement.

This Supplement is the first supplement to the original contract.

The change to the AGREEMENT is described as follows:

**HEADING, Standard Consultant Agreement**, the following section is amended as follows:

TOTAL AMOUNT AUTHORIZED is increased by \$150,000.00 to \$450,000.00  
MAXIMUM AMOUNT PAYABLE is increased by \$150,000.00 to \$450,000.00

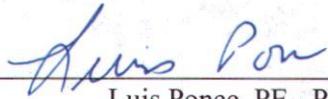
In witness whereof, AGENCY and CONSULTANT have executed this Supplemental Agreement No. 1 and agree to the changes as stated above.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

Reichhardt & Ebe Engineering, Inc.

Board of County Commissioners  
Island County, Washington

By:   
Luis Ponce, PE - President

By: \_\_\_\_\_  
Richard Hannold, Chair





ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 4/5/16

CONSENT AGENDA  
 REGULAR AGENDA  
 PUBLIC HEARING/MTG  
 RESOLUTION/ORDINANCE NO

DEPARTMENT: Sheriff

DIVISION: (if applicable)

STAFF CONTACT: Monica Felici

AGENDA SUBJECT Operation Stonegarden Homeland Security Grant E16-174. Equipment and Payroll Grant for Marine Safety Unit. Contract period: September 1, 2015 to June 30, 2018; Amount: \$150,092.00 (RM-SHER-2016-94)

BACKGROUND/SUMMARY:

WORK SESSION DATE: (if applicable) 03/16/16

Multi agency agreement with Homeland Security for Marine Safety Unit. Island County is the lead agency

FISCAL IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

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

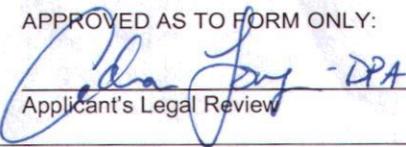
SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

**Washington State Military Department  
HOMELAND SECURITY GRANT AGREEMENT FACE SHEET**

1. Subrecipient Name and Address: <b>Island County Sheriff's Office PO Box 5000 Coupeville, WA 98239-5000</b>		2. Grant Agreement Amount: <b>\$150,092</b>		3. Grant Agreement Number: <b>E16-174</b>	
4. Subrecipient Contact, phone/email: <b>Wylie Farr, (360) 679-7323 wylief@co.island.wa.us</b>		5. Grant Agreement Start Date: <b>9/1/2015</b>		6. Grant Agreement End Date: <b>06/30/2018</b>	
7. Department Program Manager, phone/email: <b>Michael Alston, (253) 512-7083 michael.alston@mil.wa.gov</b>		8. Data Universal Numbering System (DUNS): <b>946384856</b>		9. UBI # (state revenue): <b>151-000-298</b>	
10. Funding Authority: <b>Washington State Military Department (the "Department") and the U.S. Department of Homeland Security (DHS)</b>					
11. Federal Funding Identification #: <b>EMW-2015-SS-00013-S01</b>		12. Federal Award Date: <b>08/12/2015</b>		13. Catalog of Federal Domestic Assistance (CFDA) # & Title: <b>97.067 – HSGP (15OPSG)</b>	
14. Total Federal Award Amount: <b>\$13,512,908</b>		15. Program Index # & OBJ/SUB-OBJ: <b>753GZ, 753GB, 753GA, 753GF / NZ</b>			16. TIN: <b>91-6001321</b>
17. Service Districts: BY LEGISLATIVE DISTRICTS: <b>10</b> BY CONGRESSIONAL DISTRICTS: <b>2</b>		18. Service Area by County(ies): <b>Island</b>		19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE #	
20. Agreement Classification <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Research/Development <input type="checkbox"/> A/E <input type="checkbox"/> Other			21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input checked="" type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency		
22. Subrecipient Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO			23. Subrecipient Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER		
24. PURPOSE & DESCRIPTION: The purpose of the FFY 2015 Homeland Security Grant Program (15HSGP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for threats and hazards that pose the greatest risk to the security of the United States. 15HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. 15HSGP supports core capabilities across the five mission areas of Prevention, Protection, Mitigation, Response, and Recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.  The Department is the Recipient and Pass-through Entity of the 15HSGP Award EMW-2015-SS-00013-S01, which is incorporated in and attached hereto as Attachment #1, and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement. The Subrecipient's preparedness activities (scope), timeline (schedule) and budget for the subaward are detailed in Exhibits C, D, and E.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Work Plan/Operations Order (Exhibit C); Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <b>1. Applicable Federal and State Statutes and Regulations</b> <b>4 Special Terms and Conditions</b> <b>2. DHS/FEMA Award and program documents</b> <b>5. General Terms and Conditions, and,</b> <b>3. Work Plan/Operations Order</b> <b>6. Other provisions of the Agreement incorporated by reference</b>					
WHEREAS, the parties hereto have executed this Agreement on the day and year last specified below. FOR THE DEPARTMENT: _____ FOR THE SUBRECIPIENT: _____					
Signature Richard A. Woodruff, Contracts Administrator Washington State Military Department		Date		Richard Hannold, Chairman Island County Commissioners	
BOILERPLATE APPROVED TO FORM: Brian E. Buchholz (signature on file 9/9/2015) Assistant Attorney General				APPROVED AS TO FORM ONLY:  - DPA Applicant's Legal Review	
				Date <b>3/23/16</b>	

Form 09/09/2015 mil

## SPECIAL TERMS AND CONDITIONS

### ARTICLE I -- KEY PERSONNEL

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	<b>Wylie Farr</b>	Name	<b>Michael Alston</b>
Title	<b>Chief Civil Deputy</b>	Title	<b>Program Manager</b>
E-Mail	<a href="mailto:wylief@co.island.wa.us">wylief@co.island.wa.us</a>	E-Mail	<a href="mailto:michael.alston@mil.wa.gov">michael.alston@mil.wa.gov</a>
Phone	<b>360-240-5572</b>	Phone	<b>253-512-7083</b>
Name	<b>Rick Norrie</b>	Name	<b>Gary Stumph</b>
Title	<b>Sergeant</b>	Title	<b>Program Coordinator</b>
E-Mail	<a href="mailto:rickn@co.island.wa.us">rickn@co.island.wa.us</a>	E-Mail	<a href="mailto:gary.stumph@mil.wa.gov">gary.stumph@mil.wa.gov</a>
Phone	<b>360-678-4461 ext-1</b>	Phone	<b>253-512-7483</b>
Name		Name	<b>Dalton Gamboa</b>
Title		Title	<b>Program Assistant</b>
E-Mail		E-Mail	<a href="mailto:dalton.gamboa@mil.wa.gov">dalton.gamboa@mil.wa.gov</a>
Phone		Phone	<b>(253) 512-7044</b>

### ARTICLE II -- ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by FEMA applicable to the 15HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2015 Homeland Security Grant Program" document published by FEMA, the DHS Award Letter for Grant No. EMW-2015-SS-00013-S01, and the federal regulations commonly applicable to DHS/FEMA grants, all of which are incorporated herein by reference. The DHS Award Letter is incorporated in this Agreement as Attachment #1.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

#### A. STATE AND FEDERAL REQUIREMENTS FOR DHS/FEMA PREPAREDNESS GRANTS:

The following requirements apply to all DHS/FEMA Preparedness Grants administered by the Department.

##### 1. SUBAWARDS & CONTRACTS BY SUBRECIPIENTS

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 15HSGP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
  - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 15HSGP funds, including but not limited to those contained in 2 CFR 200.
  - ii. The Subrecipient shall require its subrecipient to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement

and the informational documents published by DHS/FEMA applicable to the 15HSGP Program, including, but not limited to, all criteria, restrictions, and requirements of the "Department of Homeland Security Notice of Funding Opportunity Fiscal Year 2015 Homeland Security Grant Program" document published by FEMA, the DHS Award Letter for Grant No. EMW-2015-SS-00013-S01 in Attachment #1, and the federal regulations commonly applicable to DHS/FEMA grants

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 15HSGP federal award funds provided to its subrecipient are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment #1 of this Agreement.

## 2. REIMBURSEMENT & BUDGET REQUIREMENTS

- a. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Exhibit E), an indirect cost rate agreement negotiated between the federal cognizant agency for indirect costs and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department. However, under 2 CFR 200.414(f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate, but must not exceed the indirect cost rate percentage identified in Exhibit E, Budget. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department Key Personnel for approval with an explanation for the change.
- d. For travel costs, Subrecipients shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement, and be made available upon request by the Department, and local, state, or federal auditors.
- f. The Subrecipient will submit reimbursement requests to the Department by submitting a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department)

detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to [Reimbursements@mil.wa.gov](mailto:Reimbursements@mil.wa.gov) no later than the due dates listed within the Milestone Timeline (Exhibit D), but not more frequently than monthly.

Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department. If the reimbursement request isn't substantial enough, the Subrecipient should request prior written approval from Department Key Personnel to waive the due date in the Milestone Timeline (Exhibit D) and instead submit those costs on the next scheduled reimbursement due date contained in the Milestone Timeline.

- g. Any request for extension of a due date in the Milestone Timeline (Exhibit D) will be treated as a request for Amendment of the Agreement and must be submitted to the Department's Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration, and can be granted or denied within the Department's sole discretion.
- h. All work under this Agreement must end on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department within 45 days after the Grant Agreement End Date, except as otherwise authorized by written amendment of this Agreement and issued by the Department.
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward, and is invoiced by the vendor.
- j. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Milestone Timeline) will prohibit the Subrecipient from being reimbursed until such complete reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- k. A written amendment will be required if the Subrecipient expects cumulative transfers between budget categories, as identified in the Budget (Exhibit E), to exceed 10% of the Grant Agreement Amount. Any adjustments to budget categories not in compliance with this paragraph will not be reimbursed.
- l. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

### 3. REPORTING REQUIREMENTS

- a. The Subrecipient shall submit with each reimbursement request a report indicating the status of Work Plan activities for which reimbursement is sought in the format provided by the Department.
- b. The Subrecipient shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with

Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>; which is incorporated by reference and made a part of this Agreement.

- c. The Subrecipient shall participate in the State's annual capabilities assessment for the State Preparedness Report.

#### 4. **EQUIPMENT AND SUPPLY MANAGEMENT**

- a. Subrecipients and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326, to include but not limited to:
  - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
  - ii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
  - iii. Equipment records shall include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Federal Award Identification Number (FAIN); Catalogue of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
  - iv. The Subrecipient shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
  - v. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment and supplies are well maintained and kept in good operating condition.
  - vi. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
  - vii. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the Department.

- viii. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.
  - ix. If, upon termination or at the Grant Agreement End Date, there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value which will not be needed for any other Federal award, or when original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, the Subrecipient must comply with following procedures:
    - A. The Subrecipient may retain the supplies for use on other non-Federal related activities or sell them, but must compensate the Federal sponsoring agency for its share.
    - B. The Subrecipient must dispose of equipment as follows:
      - i. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Subrecipient with no further obligation to the awarding agency.
      - ii. Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Subrecipient shall compensate the Federal-sponsoring agency for its share.
  - x. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. The Subrecipient shall only purchase pre-identified Equipment items which have received approval by U.S. Border Patrol and the Department. No reimbursement will be provided unless the appropriate approval has been received.
  - c. Allowable equipment and supply categories for 15HSGP are listed on the Authorized Equipment List (AEL) located on the FEMA website at <http://www.fema.gov/preparedness-non-disaster-grants>. The AEL consists of 21 categories which are divided into sub-categories. It is important the Subrecipient and any non-federal entity to which the Subrecipient makes a subaward regard the AEL as an authorized purchasing list identifying items allowed under the specific grant program, and includes items that may not be categorized as equipment according to the federal, state, local, and tribal definitions of equipment. Subrecipients are solely responsible for ensuring purchased items under this Agreement are authorized as allowed items by the AEL at time of purchase.

If the item is not identified on the AEL as allowable under HSGP, Subrecipients must contact the Department Key Personnel for assistance in seeking FEMA approval prior to acquisition.

Subrecipients are solely responsible for ensuring equipment eligibility in accordance with the AEL.
  - d. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or DHS/FEMA adopted standards to be eligible for purchase using Federal award funds.

- e. Equipment purchased with DHS federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Homeland Security" when practicable.
- f. As a subrecipient of federal funds, the Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

**5. ENVIRONMENTAL AND HISTORICAL PRESERVATION**

The Subrecipient shall ensure full compliance with the DHS/FEMA Environmental Planning and Historic Preservation (EHP) Program. Subrecipients are required to comply with DHS/FEMA EHP Policy Guidance which can be found at <https://www.fema.gov/office-environmental-planning-and-historic-preservation>; FP 108-023-1 Environmental Planning and Historic Preservation Policy Guidance at <http://www.fema.gov/media-library/assets/documents/85376>; and FP 108.24.4 Environmental Planning and Historical Preservation Policy at <https://www.fema.gov/media-library/assets/documents/101537>, all of which are incorporated in and made a part of this Agreement.

- a. Subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process prior to project initiation. Modification of existing buildings, including minimally invasive improvements such as attaching monitors to walls, and training or exercises occurring outside in areas not considered previously disturbed also require a DHS/FEMA EHP review before project initiation.
- b. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties.
- c. The Subrecipient agrees that to receive any federal preparedness funding, all EHP compliance requirements outlined in applicable guidance must be met. The EHP review process must be completed before funds are reimbursed. Expenditures for projects started before EHP process review completion approval is received will not be reimbursed.

**6. PROCUREMENT**

- a. The Subrecipient shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and as specified in the General Terms and Conditions, Exhibit B, A.11.
- b. For all sole source contracts expected to exceed \$150,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

**7. SUBRECIPIENT MONITORING**

- a. The Department will monitor the activities of the Subrecipient from award to closeout. The goal of the Department's monitoring activities will be to ensure that agencies receiving federal pass-through funds are in compliance with this Agreement, federal and state audit requirements, federal grant guidance, and applicable federal and state financial regulations, as well as 2 CFR Part 200 Subpart F.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department 2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
  - i. review of financial and performance reports;
  - ii. monitoring and documenting the completion of Agreement deliverables;
  - iii. documentation of phone calls, meetings, e-mails, and correspondence;
  - iv. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement work plan, budget, and federal requirements;
  - v. observation and documentation of Agreement-related activities, such as exercises, training, funded events, and equipment demonstrations;
  - vi. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
- d. The Subrecipient is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
- e. Compliancy will be monitored throughout the performance period to assess risk. Concerns will be addressed through a Corrective Action Plan.

**8. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

9. **NIMS COMPLIANCE**

- a. The National Incident Management System (NIMS) identifies concepts and principles that answer how to manage emergencies from preparedness to recovery regardless of their cause, size, location, or complexity. NIMS provides a consistent, nationwide approach and vocabulary for multiple agencies or jurisdictions to work together to build, sustain, and deliver the core capabilities needed to achieve a secure and resilient nation.
- b. Consistent implementation of NIMS provides a solid foundation across jurisdictions and disciplines to ensure effective and integrated preparedness, planning, and response. NIMS empowers the components of the National Preparedness System, a requirement of Presidential Policy Directive (PPD)-8, to guide activities within the public and private sector and describes the planning, organizational activities, equipping, training and exercising needed to build and sustain the core capabilities in support of the National Preparedness Goal.
- c. The Subrecipient agrees that in order to receive FFY 2015 federal preparedness funding, to include HSGP, NIMS compliance requirements for 2015 must be met.

B. **HSGP SPECIFIC REQUIREMENTS**

1. 15HSGP stipulates the following for overall grant funding; specific caps or thresholds for this Agreement may differ:
  - a. Up to 5% percent of the HSGP award received by the Department may be used for management and administrative purposes directly related to administration of the HSGP grant. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for management and administration costs under this Agreement is identified in the Budget (Exhibit E), and may be less than, but will not exceed, the maximum 5%.
  - b. At least 25% of the combined HSGP award allocated under SHSP and UASI are to be dedicated towards law enforcement terrorism prevention activities (LETPA). The LETPA percentage of the Grant Agreement Amount that must be met as a minimum requirement of this Agreement by the Subrecipient is identified in the Budget (Exhibit E) and may differ from the combined 25% requirement.
  - c. The combined total of personnel expenses may not exceed 50% percent of the HSGP award received by the Department unless a Personnel Cap Waiver has been received from DHS. The maximum percentage of the Grant Agreement Amount that may be used by the Subrecipient for personnel expenses under this Agreement is identified in the Budget (Exhibit E) and may differ from the 50% HSGP limit.
2. SHSP-funded projects must address high-priority preparedness gaps across all core capabilities where a **nexus to terrorism** exists. All supported investments are based on capability targets and gaps identified during the assessment process.
3. UASI-funded projects must build and sustain the capabilities necessary for high-threat, high-density Urban Areas to prevent, protect against, mitigate, respond to, and recover from **acts of terrorism**.
4. OPSG-funded projects must enhance cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.

5. The Subrecipient shall use HSGP funds only to perform tasks as described in the Work Plan, as approved by the Department, and in compliance with this Agreement.
6. For SHSP and UASI, subrecipients are required to develop a multi-year Training and Exercise Plan (TEP) that identifies training and exercise priorities and activities. Inclusion in the State's TEP meets the intent of this requirement. Subrecipients that choose to develop their own TEP shall submit it to [hseep@fema.dhs.gov](mailto:hseep@fema.dhs.gov) and [emd.training@mil.wa.gov](mailto:emd.training@mil.wa.gov) no later than June 1st annually.
  - a. Subrecipients are encouraged to participate in the State's annual Training and Exercise Planning Workshop (TEPW) or may conduct their own local/regional TEPW.
7. For SHSP and UASI, subrecipients will develop and maintain a progressive exercise program consistent with the Homeland Security Exercise and Evaluation Program (HSEEP) and support the National Exercise Program (NEP). Upon completion of an exercise, an After Action Report and an Improvement Plan must be prepared and submitted to [hseep@fema.dhs.gov](mailto:hseep@fema.dhs.gov) and [emd.training@mil.wa.gov](mailto:emd.training@mil.wa.gov). Further information regarding the use of HSEEP can be found at <https://hseep.preptoolkit.org/>.
8. Subrecipients will provide reports and/or assist with completion of reports required by the HSGP federal award, including but not limited to the State Preparedness Report (SPR), Threat and Hazard Identification and Risk Assessment (THIRA), core capabilities assessment, and data calls.

**C. DHS FFY15 HSGP TERMS AND CONDITIONS**

As a subrecipient of 15HSGP funding, the Subrecipient shall comply with all applicable DHS terms and conditions of the FFY15 HSGP Award Letter and its incorporated documents for DHS Grant No. EMW-2015-SS-00013-S01, which are incorporated in and made a part of this Agreement as Attachment #1.

**Washington State Military Department  
GENERAL TERMS AND CONDITIONS  
Department of Homeland Security (DHS)/  
Federal Emergency Management Agency (FEMA)  
Grants**

**A.1 DEFINITIONS**

As used throughout this Grant Agreement, terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- a. **"Agreement"** means this Grant Agreement.
- b. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- c. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes.
- d. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- f. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

**A.2 SINGLE AUDIT ACT REQUIREMENTS (including all AMENDMENTS)**

Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

Once the single audit has been completed and it includes any audit findings, the Subrecipient must send a full copy of the audit to the Department and its corrective action plan no later than 9 months after the end of the Subrecipient's fiscal year(s) to:

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

If the Subrecipient claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Subrecipient's fiscal year(s) to the address listed above.

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The Subrecipient shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

**A.3 ADVANCE PAYMENTS PROHIBITED**

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement. The Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services.

**A.4 AMENDMENTS AND MODIFICATIONS**

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

**A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.**

The Subrecipient must 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 telecommunication.

**A.6 ASSURANCES**

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

**A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY**

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>.

Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to subrecipients for any amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

**A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an 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) that 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all 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, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

**A.9 CONFLICT OF INTEREST**

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

A.10 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion. The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

A.11 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal

entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11) Notice of Federal awarding agency requirements and regulations pertaining to reporting.

12) Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

13) Access by the Department, the Subrecipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

14) Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.

15) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

b. The Department reserves the right to review the Subrecipient procurement plans and documents, and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326/. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

#### A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

#### A.13 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the

parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

A.14 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its sub-contractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.15 LIMITATION OF AUTHORITY – Authorized Signature

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans, and other requests, certifications and documents authorized by or required under this Agreement.

A.16 LOSS OR REDUCTION OF 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 Agreement and prior to normal completion or end date, the Department may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure.

Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.17 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.18 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.19 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations, and shall maintain a record of this compliance.

A.20 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.21 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.22 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

A.23 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement; provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

A.24 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or

under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

A.25 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand.

In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees.

A.26 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices, and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

A.27 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing Federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

A.28 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

A.30 TAXES, FEES, AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the Subrecipient unable to perform any aspect of the

Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

#### A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Grant Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability. The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;

- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;
- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and sub-contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

**Work Plan**

**FFY15 Homeland Security Grant Program (HSGP),  
Operation Stonegarden (OPSG)**

Sub-grantee	Island County
Sector / Station AOR	Blaine Sector
Operations Order Title	FY15 OPSG WA Island County
Operations Order Number	16-BLWBLW-11-002 Version 0 (approved Operations Order Attachment #2)

The Sub-grantee's Work Plan is the approved Operations Order (16-BLWBLW-11-002 Version 0). The approved Operations Order was received as a separate portable document format (PDF) from FEMA and the U.S. Customs Border Patrol. The Department's grant agreement boilerplate does not permit incorporation of PDF files; therefore, the referenced Operations Order is appended to this Agreement as Attachment #2.

The mission of OPSG is to provide increased border security and situational awareness through intelligence sharing and operational coordination with state and local law enforcement agencies.

In coordination with the U.S. Border Patrol, participating agencies will perform additional routine patrols and special operations in order to supplement the Department of Homeland Security in the prevention, detection, and deterrence of any illegal cross-border activity and the detection and disruption of criminal or terrorist organizations attempting to smuggle narcotics, people or weapons of mass destruction into the United States. Equipment purchased under OPSG will be used to conduct operations in coordination with the U.S. Border Patrol that enhance border security.

The 15OPSG Operations Order for Island County was jointly developed by the County and Customs Border Patrol Blaine Sector, and received formal approval by FEMA and the U.S. Customs and Border Protection/Border Patrol, dated December 10, 2015. The approved mission and detailed Work Plan are entirely contained within the approved Operations Order and the Subrecipient agrees to fulfill the Work Plan as outlined in the approved Operations Order.

Modifications to amend this agreement shall be coordinated with the U.S. Border Patrol Blaine Sector and the Department, and will be predicated upon an approved fragmentary (FRAG) Operations Order.

**TIMELINE**

**FFY15 Homeland Security Grant Program (HSGP),  
Operation Stonegarden (OPSG)**

DATE	TASK
September 1, 2015	Start of Grant Agreement performance period
July 15, 2016	Submit Reimbursement Request and Progress Report
October 15, 2016	Submit Reimbursement Request and Progress Report
January 15, 2017	Submit Reimbursement Request and Progress Report
April 15, 2017	Submit Reimbursement Request and Progress Report
July 15, 2017	Submit Reimbursement Request and Progress Report
October 15, 2017	Submit Reimbursement Request and Progress Report
January 15, 2018	Submit Reimbursement Request and Progress Report
April 15, 2018	Submit Reimbursement Request and Progress Report
June 30, 2018	End of Grant Agreement performance period.
NLT than August 15, 2018	Submit <b>Final</b> Report and Final Reimbursement Request. <i>** Reports are due before final invoice will be reimbursed.</i>

**BUDGET**

**FFY15 Homeland Security Grant Program (HSGP)  
Operation Stonegarden (OPSG)**

**Island County**

<b>CATEGORIES</b>	<b>ALLOCATION</b>	<b>FUNDING SOURCE</b>
Operational Overtime/Fringe	\$ 74,932.31	753GZ / NZ
Equipment	\$ 66,150.00	753GB / NZ
Fuel	\$4,875.00	753GB / NZ
Maintenance	\$2,117.19	753GB / NZ
Mileage	\$517.50	753GB / NZ
County M&A	\$1,500.00	753GF / NZ (personnel) 753GA / NZ (non-personnel)
<b>TOTAL ALLOCATION AMOUNT:</b>	<b>\$ 150,092.00</b>	

1. Cumulative transfers between budget categories in excess of 10% of the grant agreement amount will not be reimbursed without prior written authorization from the Department.
2. Personnel expenditures will not exceed 50% of the agreement award, \$75,046, which is allowed by the grant. If the amount allocated in the budget for personnel expenditures is greater than 50% of the agreement amount, personnel costs over 50% will not be reimbursed until a personnel cap waiver has been approved by DHS.
3. Funds shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and Federal law enforcement agencies.
4. a. M&A Expenditures: M&A activities must be directly related to the management and administration of the OPSG sub-grant, or as a consequence of the grant.  
 b. M&A may not be used for the following:
  - Overtime costs incurred for law enforcement activities associated with OPSG, including the planning, coordination and execution of specific operations;
  - Equipment and expendable supply costs incurred for law enforcement activities associated with OPSG;
  - Transportation costs (such as mileage or per diem for travel) for law enforcement activities associated with OPSG; and
  - Personnel expenses to secure back-fill coverage for those law enforcement officials involved in activities associated with OPSG.



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE:  
April 5, 2016  
\_\_\_\_\_  
CONSENT AGENDA  
X REGULAR AGENDA  
\_\_\_\_\_  
PUBLIC HEARING/MTG  
C-32 -16  
RESOLUTION/ORDINANCE NO

**DEPARTMENT:** Commissioners Office

**DIVISION:** (if applicable)

**STAFF CONTACT:** Virginia Shaddy

**AGENDA SUBJECT:**  
A resolution proclaiming the month of April 2016 as National County Government Month

**BACKGROUND/SUMMARY:** **WORK SESSION DATE:** (if applicable): N/A

Annual National County Government Month each April.

**FISCAL IMPACT/FUNDING SOURCE:**  
None

**RECOMMENDED ACTION:**

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

**SUGGESTED MOTION:**

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

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

**PROCLAMATION**

**In the Matter of Proclaiming April 2016** )  
**National County Government Month** )  
\_\_\_\_\_ )

**RESOLUTION NO. C-32-16**

**National County Government Month - April 2016 “Safe and Secure Counties”**

*WHEREAS*, the nation’s 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe, vibrant and economically resilient communities; and

*WHEREAS*, Island County and all counties take pride in our responsibility to protect and enhance the health, well-being and safety of our residents in efficient and cost-effective ways; and

*WHEREAS*, through National Association of Counties (NACo) President Sallie Clark’s “Safe and Secure Counties” initiative, NACo is encouraging counties to focus on strengthening the safety and security of their communities; and

*WHEREAS*, in order to remain healthy, vibrant, safe, and economically competitive, America’s counties provide public health, justice, emergency management and economic services that play a key role in everything from residents’ daily health to disaster response; and

*WHEREAS*, each year since 1991 the National Association of Counties has encouraged counties across the country to actively promote programs and services to the public we serve; and

*WHEREAS*, Island County, founded in 1853, has a population of over 78,000 citizens on Camano and Whidbey Islands. There are 22 government departments delivering services in Island County; twelve are overseen by the three County Commissioners and nine are led by other separately elected officials – including the Assessor, Auditor, Coroner, Prosecuting Attorney, Sheriff, Treasurer, and Superior Court and District Court Judges. Providing a wide range of programs from law enforcement to solid waste facilities to elections, Island County exists to serve the needs of our communities and the mandates of Washington State;  
NOW, THEREFORE,

**BE IT HEREBY RESOLVED**, that the Board of Island County Commissioners proclaims April 2016 to be National County Government Month and encourage all County officials, employees, schools and residents to participate in county government celebration activities.

**APPROVED** this 5<sup>th</sup> day of April, 2016.

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

\_\_\_\_\_  
**Richard M. Hannold, Chair**

\_\_\_\_\_  
**Jill Johnson, Member**

\_\_\_\_\_  
**Helen Price Johnson, Member**

**ATTEST:**

\_\_\_\_\_  
**Debbie Thompson  
Clerk of the Board**



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE:  
April 5, 2016  
\_\_\_\_\_  
CONSENT AGENDA  
X REGULAR AGENDA  
\_\_\_\_\_  
PUBLIC HEARING/MTG  
C-33 -16  
RESOLUTION/ORDINANCE NO

**DEPARTMENT:** Commissioners

**DIVISION:** (if applicable)

**STAFF CONTACT:** Virginia Shaddy

**AGENDA SUBJECT:** Resolution proclaiming the week of April 10-16, 2016 as National Volunteer Week in Island County

**BACKGROUND/SUMMARY:** **WORK SESSION DATE:** (if applicable) N/A/

Annual Resolution proclaiming National Volunteer Week in Island County

**FISCAL IMPACT/FUNDING SOURCE:**

**RECOMMENDED ACTION:**

<input checked="" type="checkbox"/>	Approve/Adopt
<input type="checkbox"/>	Schedule Public Hearing/Meeting
<input type="checkbox"/>	Continue Public Hearing/Meeting
<input type="checkbox"/>	Information/Discussion
<input type="checkbox"/>	Other (describe) _____

**SUGGESTED MOTION:**

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | APPROVED                                      |
| <input type="checkbox"/> | DENIED  |
| <input type="checkbox"/> | TABLED/DEFERRED/NO ACTION TAKEN               |
| <input type="checkbox"/> | CONTINUED TO DATE: ____/____/____ TIME: _____ |
| <input type="checkbox"/> | OTHER _____                                   |

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

**PROCLAMATION**

<b>IN THE MATTER OF PROCLAIMING</b>	}	
<b>THE WEEK OF APRIL 10-16, 2016 AS</b>	}	<b>RESOLUTION C- 33 -16</b>
<b>NATIONAL VOLUNTEER WEEK</b>	}	
<b>IN ISLAND COUNTY</b>	}	

*WHEREAS*, volunteering one's time, talents and resources has been an integral part of our American heritage, and it is essential that this tradition of giving and sharing to preserve and improve the quality of life for all citizens in our communities continues; and

*WHEREAS*, by investing their time, energy and valuable skills, volunteers develop innovative approaches to address many of the concerns and needs of our community; and

*WHEREAS*, volunteers provide a spirit of helping that multiplies in value when each citizen reaches out to assist another and their time cannot be measured in terms of dollars; and

*WHEREAS*, each day volunteers throughout Island County work tirelessly to make a difference in the lives of our children, adults, and elderly; by volunteering at senior centers and shelters for those in need; mentoring our youth; helping to make our neighborhoods safer places to live; watching over our beaches, forests and natural resources; providing stewardship of our local history and by assisting at parks, local festivals and fairs; and

*WHEREAS*, many citizens donate their time and talent by serving on local government Boards, Commissions and Committees; and

*WHEREAS*, Island County appreciates its volunteers and encourages citizens to become involved in their neighborhoods, communities and local government; *NOW, THEREFORE*,

**BE IT HEREBY PROCLAIMED THAT** we the Island County Board of Commissioners do hereby proclaim the week of April 10-16, 2016, as **NATIONAL VOLUNTEER WEEK** in Island County and we urge all residents to recognize, support and commend these special volunteers.

**APPROVED** this 5<sup>th</sup> day of April, 2016.

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

\_\_\_\_\_  
Richard M. Hannold, Chair

\_\_\_\_\_  
Jill Johnson, Member

\_\_\_\_\_  
Helen Price Johnson, Member

**ATTEST:**

\_\_\_\_\_  
Debbie Thompson, Clerk of the Board



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: April 5, 2016
<u>        </u> CONSENT AGENDA
<u>  X  </u> REGULAR AGENDA
<u>        </u> PUBLIC HEARING/MTG
<u>  C-34  </u> 16
RESOLUTION/ORDINANCE NO

<b>DEPARTMENT:</b> Commissioners	
<b>DIVISION:</b> (if applicable)	
<b>STAFF CONTACT:</b> Virginia Shaddy	
<b>AGENDA SUBJECT:</b> Resolution proclaiming the month of April 2016 Grange Month in Island County	
<b>BACKGROUND/SUMMARY:</b>	<b>WORK SESSION DATE:</b> (if applicable) <u>        </u> n/a
Proclaiming the month of April 2016 Grange Month in Island County	
<b>FISCAL IMPACT/FUNDING SOURCE:</b>	
<b>RECOMMENDED ACTION:</b>	
<input checked="" type="checkbox"/>	Approve/Adopt
<input type="checkbox"/>	Schedule Public Hearing/Meeting
<input type="checkbox"/>	Continue Public Hearing/Meeting
<input type="checkbox"/>	Information/Discussion
<input type="checkbox"/>	Other (describe) <u>                                </u>
<b>SUGGESTED MOTION:</b>	

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

<input type="checkbox"/>	APPROVED
<input type="checkbox"/>	DENIED
<input type="checkbox"/>	TABLED/DEFERRED/NO ACTION TAKEN
<input type="checkbox"/>	CONTINUED TO DATE: <u>    </u> / <u>    </u> / <u>    </u> TIME: <u>                </u>
<input type="checkbox"/>	OTHER <u>                                </u>

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

**PROCLAMATION**

**IN THE MATTER OF PROCLAIMING THE )  
MONTH OF APRIL 2016 GRANGE ) RESOLUTION NO. C- 34 -16  
MONTH IN ISLAND COUNTY )  
\_\_\_\_\_ )**

*WHEREAS*, across the nation, Grange hands are joined for education, social connections, businesses that benefit their members, legislative advocacy, and services to others. The national Grange continues to be an active force in thousands of communities across the country by providing an effective voice for rural development, agriculture and community service; and

*WHEREAS*, the Grange provides leadership, motivation, and dedication to bring together rural and urban families; and

*WHEREAS*, the Grange provides for its members the opportunity for individual expression and personal growth; and

*WHEREAS*, the Grange emphasizes the involvement of people in the legislative process and responsibilities of citizenship; and

*WHEREAS*, the Grange strives to enhance the quality of life and economic well-being of its members and friends in an atmosphere of volunteerism; and

*WHEREAS*, Grange members take pride in belonging to a highly respected fraternal organization;  
NOW, THEREFORE,

**BE IT HEREBY RESOLVED** that the Board of Island County Commissioners proclaims April 2016 as Grange Month in Island County with the theme of "Building Access for Tomorrow." The Board encourages Grange members to continue to develop programs that highlight the Granges in our community.

**APPROVED** this 5<sup>th</sup> day of April, 2016.

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

\_\_\_\_\_  
Richard M. Hannold, Chair

\_\_\_\_\_  
Jill Johnson, Member

\_\_\_\_\_  
Helen Price Johnson, Member

**ATTEST:**

\_\_\_\_\_  
Debbie Thompson, Clerk of the Board



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE

04/5/2016

           CONSENT AGENDA

           REGULAR AGENDA

  x   PUBLIC HEARING/MTG

*C-29-16*

**DEPARTMENT:** BUDGET

**DIVISION:** *(if applicable)*

**STAFF CONTACT:** Elaine Marlow x7397

**AGENDA SUBJECT:** Schedule Public Hearing: Resolution C- 29 -16 Amending the 2015 Island County Budget

**BACKGROUND/SUMMARY:** *(include prior BOCC discussion & action, if applicable)* Work Session 03/16/2016

The proposed resolution revises budget estimates to recognize unforeseen expenditures in Current Expense, Solid Waste and other miscellaneous funds. Additional revenues have been identified to fund these unforeseen expenditures.

**FISCAL IMPACT/FUNDING SOURCE:**

See Exhibit A of resolution

**RECOMMENDED ACTION:**

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

**SUGGESTED MOTION:**

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

**BOCC ACTION:**

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF AMENDING  
THE 2015 ISLAND COUNTY BUDGET

)  
)

RESOLUTION C-29-16

**WHEREAS**, there are unforeseen expenditures that could not be known when the 2015 Island County Budget was adopted; and

**WHEREAS**, additional revenues have been identified to fund these unforeseen expenditures, and these additional funding sources need to be recognized in the 2015 Island County budget for the purposes and amounts shown in Exhibit A, and

**WHEREAS**, various departments have requested transfers of funds between portions of their budgets to provide funding for unexpected or heretofore unknown expenditures in one category from other budget category excesses, or from budgeted reserves; **NOW THEREFORE**,

**IT IS HEREBY APPROVED AND ORDERED** that the amounts shown in Exhibit A attached hereto are recognized and transferred within the 2015 Island County Budget.

**ADOPTED** on April \_\_\_\_, 2016.

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY WASHINGTON

\_\_\_\_\_  
Richard M. Hannold, Chair

\_\_\_\_\_  
Jill Johnson, Member

Attest:

\_\_\_\_\_  
Debbie Thompson, Clerk of the Board

\_\_\_\_\_  
Helen Price Johnson, Member

C-29-16

2015 BUDGET AMENDMENT

A	B	C	D	E	F	G
1	EXHIBIT A - RESOLUTION C-	-16				
2			REVENUES		EXPENDITURES	
3	Description		INCREASE	DECREASE	INCREASE	DECREASE
4						
5	<b>CURRENT EXPENSE</b>					
6						
7	<b>Timing of ICOM payment for 1Q15</b>					
8	Should have been paid in 4Q14, but paid Jan 2015				152,753	
9	Use of fund balance		152,753			
10						
11	<b>SHERIFF</b>					
12	Donation Shoalts Estate (only 2015 portion)		26,961			
13	Supplies				26,961	
14						
15	<b>PROSECUTING ATTORNEY</b>					
16	Case management system re-hosting to new server					
17	Use of contingency		5,661			
18	Operating services				5,661	
19						
20	<b>COMMISSIONERS</b>					
21	Additional costs incurred due to Banks' lawsuit					
22	Use of GMA reserve		13,525			
23	Professional services				13,525	
24						
25	<b>TOTAL CURRENT EXPENSE FUND</b>		198,900	0	198,900	0
26						0
27	<b>OTHER FUNDS (RESTRICTED REVENUES)</b>					
28						
29	<b>DEVELOPMENTAL DISABILITIES (114)</b>					
30	Recognize changes in program revenues		27,007			
31	Professional services - Child development services				18,400	
32	Professional services - Individual supported employment				6,454	
33	Professional services - DD Partnership project				2,153	
34						
35	<b>JOINT TOURISM PROMOTION (146)</b>					
36	Correct budget					
37	Sales taxes		7,000			
38	Intergovt revenues from cities		16,000			
39	Advertising				23,000	
40						
41	<b>REET TECHNOLOGY (150)</b>					
42	Revise estimate to actual for electronic filing upgrade					
43	Fees		1,005			
44	Maintenance & Operations				1,005	
45						
46	<b>TRIAL COURT IMPROVEMENT (157)</b>					
47	Revise estimate to actual for courtroom recorders					
48	Intergovernment revenue		210			
49	Maintenance & Operations				210	

C-29-16

## 2015 BUDGET AMENDMENT

	A	B	C	D	E	F	G
1		EXHIBIT A - RESOLUTION C-	-16				
2				REVENUES		EXPENDITURES	
3		Description		INCREASE	DECREASE	INCREASE	DECREASE
4							
50							
51		<b>HISTORIC PRESERVATION (180)</b>					
52		Timing of reimbursement on grant to South Whidbey Historical Society					
53		Use of fund balance		1,320			
54		Expenditures				1,320	
55							
56		<b>FOUR SPRINGS FUND (410)</b>					
57		Correct transfer from REET2					
58		Approved on Supplemental List but not entered in GL correctly					
59		REET 2 Operating transfer out				15,000	
60		REET 2 Excise Taxes		15,000			
61		Four Springs Operating Transfer in		15,000			
62		Four Springs Maintenance & Operations - Roof repair				16,334	
63		Facility rentals		1,334			
64							
65		<b>SOLID WASTE (401)</b>					
66		Increase revenue from public dumping garbage		604,000			
67		Professional services - septic treatment plant started earlier				215,000	
68		Operating services -- hauling costs due to increased volume				282,000	
69		Operating Services recycling -- higher volume				59,100	
70		Repairs - unanticipated forklift repair				11,000	
71		Supplies -- additional supplies to meet DOE Hazardous Waste requirements				36,900	
72							
73							
74		<b>TOTAL OTHER FUNDS</b>		<b>687,876</b>	<b>0</b>	<b>687,876</b>	<b>0</b>
75							<b>0</b>
76		<b>TOTAL CURRENT EXPENSE + OTHER FUNDS</b>		<b>886,776</b>	<b>0</b>	<b>886,776</b>	<b>0</b>
77							
78		<i>Summary</i>					
79		<i>Revenues Increase</i>		886,776			
80		<i>Revenues Decrease</i>		0			
81		<i>Revenues Net Change</i>		886,776			
82		<i>Expenditures Increase</i>		886,776			
83		<i>Expenditures Decrease</i>		0			
84		<i>Expenditures Net Change</i>		886,776			
85		<i>Difference Net Change Rev-Exp</i>		0			



**ISLAND COUNTY  
SHERIFF  
AGENDA BILL**

MEETING DATE: 4/5/16

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

RESOLUTION/ORDINANCE NO  
C-28-16

**DEPARTMENT:** Sheriff

**DIVISION:** *(if applicable)*

**STAFF CONTACT:** Sheriff Brown

**AGENDA SUBJECT:**

Public Hearing: Ordinance C-28-16 Amending Island County's Fireworks Chapter 9.08A and Burn Ban Chapter 14.03B.

**BACKGROUND/SUMMARY:**

**WORK SESSION DATE:** *(if applicable)* 2/17/16

The ordinance would limit the use and discharge of consumer fireworks in unincorporated Island County and authorize the Island County Sheriff, acting as the Island County Fire Marshal, to temporarily ban use and discharge of fireworks in severe dry weather conditions in unincorporated Island County. Date and Time: April 5, 2016 at 10:15 a.m.

**FISCAL IMPACT/FUNDING SOURCE:**

**RECOMMENDED ACTION:**

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

**SUGGESTED MOTION:**

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

**BOCC ACTION:**

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF AMENDING ISLAND  
COUNTY'S FIREWORKS CHAPTER, 9.08A  
AND BURN BAN CHAPTER, 14.03B.

ORDINANCE NO. C-28 -16

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

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

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

WHEREAS, the Board of County Commissioners ("Board") has determined it to be in the best interests of the citizens of Island County, pursuant to the Washington State Constitution Article XI, Section 11, RCW 36.32.120(7), and RCW 70.77.250(4), to limit the use and discharge of consumer fireworks in unincorporated Island County to only those times as shown on Exhibit "A" attached herein beginning July 3 and ending July 5 and also on New Year's Eve as allowed per state law;

WHEREAS, the Board has also determined it to be in the best interests of the citizens of Island County to authorize the Island County Sheriff, acting as the local fire official pursuant to chapter 70.77 RCW, and also acting as the Island County Fire Marshal to temporarily ban the use and discharge of fireworks in severe dry weather conditions in unincorporated Island County, through the issuance of a Type II burn ban, after first consulting with the fire officials from the other fire districts in Island County, in order to protect public health and safety of the people and property of the county from the dangers posed by fireworks;

NOW, THEREFORE,

IT IS HEREBY ORDAINED that the Board hereby adopts the amendments to chapters 9.08A and 14.03B of the Island County Code as shown on Exhibit "A." Material underlined is added and stricken material is removed.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016 following public hearing. Pursuant to RCW 70.77.250(4), the provisions of this ordinance shall take effect one year from the date of adoption, except that the Island County Sheriff shall have the authority effective immediately to issue a Type I burn ban.

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

\_\_\_\_\_  
Richard M. Hannold, Chair

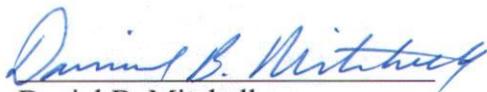
\_\_\_\_\_  
Jill Johnson, Member

\_\_\_\_\_  
Helen Price Johnson, Member

**ATTEST:**

\_\_\_\_\_  
Debbie Thompson  
Clerk of the Board

Approved as to Form:



Daniel B. Mitchell  
Deputy Prosecuting Attorney and  
Code Reviser

Exhibit "A"

Chapter 9.08A - Fireworks

Sections:

9.08A.010 Fireworks regulations.

9.08A.020 Local fire official.

9.08A.030 Definitions.

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

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

9.08A.060 Seizure and forfeiture of fireworks.

9.08A.070 Enforcement.

9.08A.080 Violations and penalties.

9.08A.090 Severability.

9.08A.010 Fireworks regulations.

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

9.08A.020 Local fire official.

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

9.08A.030 Definitions.

The definitions in chapter 70.77 RCW are incorporated herein.

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

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

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

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

July 5 - between 9:00 a.m. and 11:00 p.m.

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

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

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

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

1. To the use of flares or fuses by motor or sail vessels or other transportation agencies for signal or illumination purposes or for use in forest protection activities as allowed under RCW 70.77.530 or those uses described in RCW 70.77.311;

2. To the assembling, compounding, use and display of special effects of whatever nature by any person engaged in the production of motion pictures, radio or television productions, or live entertainment such as theater and opera productions when such use and display is a necessary part of the production as authorized by RCW 70.77.146 and such person possesses a valid permit issued by the local fire official and meets the requirements of this chapter and RCW 70.77.535;

3. To the public display of fireworks authorized by permit issued by the local fire official; or

4. To the sale and use of toy paper caps containing not more than twenty-five hundredths grain of explosive compound for each cap and trick or novelty devices not classified as consumer fireworks.

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

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

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

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

**9.08A.060 Seizure and forfeiture of fireworks.**

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

**9.08A.070 Enforcement.**

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

**9.08A.080 Violations and penalties.**

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

**9.08A.090 Severability.**

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

**Chapter 14.03B – Burn Ban**

**Sections:**

- 14.03B.010 Findings.**
- 14.03B.020 ~~Burn-ban defined~~ Definitions.**
- 14.03B.030 Proclamation of burn ban.**
- 14.03B.040 Public notice.**
- 14.03B.050 Duration.**
- 14.03B.060 Territory covered.**
- 14.03B.070 Effect of burn ban on burning permits.**
- 14.03B.080 Penalty.**
- 14.03B.090 Enforcement authority.**

**14.03B.010 - Findings.**

The Board of County Commissioners of Island County, Washington, finds that outdoor burning under hot and dry atmospheric conditions or other local circumstances may create an unsafe risk of spread of fire. This chapter providing for a burn ban is in the interests of public safety and welfare by reducing the risk of spread of fire.

**14.03B.020 – Burn ban defined Definitions.**

~~Burn ban means a prohibition on the kindling, igniting, maintaining, or permitting of any bonfire or rubbish fire out of doors. A rubbish fire includes, but is not limited to, a fire within an outdoor burn barrel. A fire, the primary purpose of which is cooking, which is contained within a metal, stone, brick, or other nonflammable enclosure, is not a prohibited fire. The burn ban does not include any fire which is permitted by or within the regulation of the Department of Natural Resources of the State of Washington.~~

Burn Ban – Type I includes a ban on all outdoor burning in unincorporated Island County except for recreational fires that occur in designated areas or on private property with the owner's permission. Type I burn bans also do not apply to the use and discharge of consumer fireworks in compliance with chapter 9.08A ICC or chapter 70.77 RCW.

Burn Ban – Type II includes a ban on all outdoor burning in unincorporated Island County including a ban on recreational fires that were otherwise exempt from a Type I burn ban and including a ban on the use and discharge of consumer fireworks, unless the use and discharge of such fireworks are authorized by a permit issued by the local fire official pursuant to chapter 9.08A ICC.

Island County Fire Marshal is currently the Island County Sheriff or his or her designee.

Outdoor burning means the combustion of material of any type in an open fire or in an outdoor container without providing for the control of combustion or the control of emissions from the combustion.

Recreational fire means cooking fires, campfires, and bonfires using charcoal or firewood that occur in designated areas or on private property for cooking, pleasure, or ceremonial purposes. Fires used for debris disposal purposes are not considered recreational fires. (WAC 173-425-030(21)).

**14.03B.030 Proclamation of burn ban.**

- A. The Island County Sheriff Fire Marshal shall have authority to proclaim a Type I burn ban when atmospheric conditions or other local circumstances create a risk of spread of fire or other hazardous condition. When dry weather conditions are so severe that the Island County Fire Marshal determines that a ban on small recreational fires and the use and discharge of consumer fireworks in unincorporated Island County is appropriate, the Island County Fire Marshal shall have the authority to declare a Type II burn ban, but only after proper consultation as required in ICC 9.08A.050. A type II burn ban will not apply to the use and discharge of such fireworks that are authorized by a permit issued by the local fire official pursuant to chapter 9.08A ICC.
  
- B. The burn ban order shall be in writing, signed by the Sheriff Island County Fire Marshal, and kept on file for public inspection in the offices of the Island County Fire Marshal Sheriff and county auditor. Additional copies may be distributed in the discretion of the Island County Fire Marshal Sheriff to facilitate knowledge of the burn ban and facilitate enforcement.

...

**14.03B.040 Public Notice.**

The Island County Fire Marshal Sheriff shall cause notice of the either a Type I or Type II burn ban to be made to at least one (1) newspaper and at least one (1) radio or television station serving the territory covered by the ban. The Sheriff Island County Fire Marshal may take other discretionary steps to publicize the Type I or Type II burn ban. A Type I burn ban shall clearly state on the ban that it exempts recreational fires as defined in chapter 14.03B of the Island County Code as well as the use and discharge of consumer fireworks. A Type II burn ban shall clearly state on the ban that it includes a ban on all recreational fires, as well as a ban on all consumer fireworks, in unincorporated Island County unless the use and discharge of such fireworks are authorized by a permit issued by the local fire official pursuant to chapter 9.08A ICC.

**14.03B.050 Duration.**

A. The A Type I burn ban shall be effective immediately upon issuance and filing in the office of the Sheriff Island County Fire Marshal, unless a later effective date is set in the written order. However, a Type II burn ban, which includes a ban on the use and discharge of consumer fireworks in unincorporated Island County, may not be issued until one year after the adoption date of the ordinance amending this section in accordance with RCW 70.77.250(4). After such one (1) year period, a Type II burn ban that is issued shall be effective immediately upon issuance and filing in the office of the Island County Fire Marshal, unless a later effective date is set in the written order.

B. The order for Type I or Type II burn ban shall specify a termination date which may not be later than thirty-(30) sixty (60) days after the effective date of the ban, and if no termination date is specified, the duration shall be thirty-(30) sixty (60) days.

C. The Island County Fire Marshal Sheriff may terminate the a Type I or Type II burn ban at an earlier date by written order.

D. The A Type I or Type II burn ban may be renewed for succeeding periods up to thirty-(30) sixty (60) days in the same manner as provided for establishing a burn ban.

**14.03B.060 Territory covered.**

The order establishing the a Type I or Type II burn ban shall specify the territory covered, which may be any of the following, but no other: all of unincorporated Island County, all of unincorporated Whidbey or Camano Islands, or the entirety of the unincorporated portion of a fire protection district. The territory covered by the a Type I or Type II burn ban does not include any territory or lands within the exclusive jurisdiction of the Department of Natural Resources of the State of Washington for fire regulation or fire protection purposes.

**14.03B.070 Effect of burn ban on burning permits.**

A Type I or Type II burn ban voids any previously issued burning permit issued under chapter 14.03D ICC for permission to burn during the duration of the burn ban. When the burn ban terminates, any remaining period of a burning permit is effective.

**14.03B.080 Penalty.**

Any person, firm, or corporation which violates an order for a Type I or Type II burn ban commits a Class 2 1 civil infraction, as established by Chapter 7.80 RCW . . .

**14.03B.090 Enforcement authority.**

The Island County Fire Marshal ~~Sheriff~~ and his or her designees ~~deputies~~ and any other law enforcement officer or Island County code enforcement official are enforcement officers within the meaning of ~~C~~chapter 7.80 RCW. This provision shall not limit any other authority of these persons.