

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

**JULY 12, 2016**

10:00 a.m. Regular Meeting

**JULY 13, 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 – JULY 12, 2016**

**10:00 a.m. Convene 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.*

**Welcome New Employees, Employee Service Awards, and Employee of the Month**

**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

Human Resources

- 2) [Resolution C-81-16](#) Continuing the Wellness Incentive Program for Island County Employees

Public Health

- 3) [Contract Amendment No. 8](#) with WA State Department of Health. This Consolidated Contract amendment provides an overall increase of \$5,640 as follows: additional \$2,250 to the Office of Drinking Water – Group A Program, initial \$3,000 to the Recreation Shellfish Activities Program and an additional \$390 to the WIC Nutrition Program. Contract No. C17111; Amount: \$5,640. (RM-HLTH-2016-222)

**ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS**  
**Meeting Agenda – July 12, 2016**

- 4) [Contract Amendment No. 1](#) with WA State Department of Ecology – Island County Marine Resources Committee Operations and Projects. This amendment moves funds from Task 3 to Task 1 in the amount of \$2,450. It also adds funds in the amount of \$6,000 to Task 1 for the MRC website upgrade. Contract No. SEANWS-2015-IsCoPH-00004; Amount: \$6,000 (RM-DNR-2016-225)

Public Works

County Roads

- 5) [Bid Award](#) – Maxwellton Road (north) Outfall; CDP 16-05/JL 01082; Award to Richard Phillips Marine, Inc. Amount: \$299,925.70

Drainage

- 6) [Drainage Easement](#) – James E. and Carolyn B. Burningham; Bradley Lane Drainage, JO 00116-0001; Portion of Lot 14, Plat of Bradshaws Addition, Division No. 1 (RM-PW-2015-428) (PW-1520-186)  
7) [Real Property Voucher](#) – James E. and Carolyn B. Burningham; Bradley Lane Drainage, JO 00116-0001. Amount: \$27,000

Public Works Division

- 8) [Agreement](#) with WA State Department of Transportation (WSDOT); Annual Title VI Non-Discrimination Agreement – Populations under 100,000; Federal Funding requirement by WSDOT. Amount: -0- (RM-PW-2016-211) (PW-1620-106)

Solid Waste

- 9) [Purchase Order 10953](#) – Skagit County Public Works – Solid Waste Division; Parts for the repair of AMFAB Compactor at Coupeville Transfer Station. Amount: \$30,000 (RM-PW-2016-235) (PW-1620-115)

**Regular Agenda**

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

Commissioners

- 10) [Recommend](#) Re-Appointment to the Northwest Senior Services Advisory Board Solid Waste Advisory Committee, Position No. 3  
11) [Recommend](#) Appointment to the Lodging Tax Advisory Committee, Position No. 4  
12) [Recommend](#) Appointment/Re-Appointment to the Island County Housing Advisory Board, Position Nos. 8, 10, 14 and 16

**Public Hearings**

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

No Public Hearings are scheduled

**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.]*

**ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS  
Meeting Agenda – July 12, 2016**

\*\*\*\*\*

**JULY 13, 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
--

**EMPLOYEE PRESENTATIONS**  
**July 12, 2016 at 10:00 A.M.**

**WELCOME TO NEW EMPLOYEES – JUNE**

<u>Department</u>	<u>Employee</u>
Sheriff	Shawn Engert
Sheriff	Faith Mickels
Sheriff	Gerald Adams
Clerk	Jennifer Quintero
Prosecuting Attorney	Ebonie Daniels
Human Services	Anna Abramyan

**EMPLOYEE SERVICE AWARDS**

<u>Department</u>	<u>Employee</u>	<u>No Years</u>
Auditor	Elizabeth Kelly	5
Health	Aneta Hupfauer	10
Juvenile Detention	Amber Sewell	10
Public Works	Wayne Corbet	20
District Court	Donna Rollag	20

**EMPLOYEE OF THE MONTH**

Skylar Newkirk





ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

Agenda Item No 2 7/17/16

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

C-81-16

DEPARTMENT: HR

DIVISION: (if applicable)

STAFF CONTACT: Melanie Bacon

AGENDA SUBJECT: Wellness Incentive Resolution

BACKGROUND/SUMMARY:

WORK SESSION DATE: (if applicable) 7/06/2016

Resolution adopted every year to allow employees who have reached their sick leave maximum to convert sick leave to vacation leave at a 50% rate.

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 CONTINUING )  
THE WELLNESS INCENTIVE )  
PROGRAM FOR ISLAND COUNTY )  
EMPLOYEES )

RESOLUTION NO. C-81-16

*WHEREAS*, the Board of Island County Commissioners adopted Resolution C-98-15 on September 15, 2015, which continued the Wellness Incentive Program; and

*WHEREAS*, it has been determined through review that the program provides an incentive to employees to maintain a healthy lifestyle, thereby reducing the use of sick leave and lost productivity by employees and associated costs to the County; and NOW THEREFORE

*BE IT RESOLVED*, that the Wellness Incentive Program for program year 2016 will be adopted as described on Attachment A; and

*BE IT FURTHER RESOLVED* that continued assessment of the effectiveness of the program will be undertaken at which time the program may be renewed for the following year.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 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

**RESOLUTION C-81-14**  
**ATTACHMENT A**

- To be eligible for and participate in the Wellness Incentive Program, an employee must have an accrued Sick Leave balance in excess of four (4) weeks (160 hours for a full-time employee – prorated for those employees less than full-time).
- An employee may convert up to a maximum of ninety-six (96) hours of unused Sick Leave, as long as they still have a balance of at least one-hundred-sixty (160) Sick Leave Hours in their Sick Leave bank immediately after the conversion takes place (prorated for those employees less than full-time).
- The ratio of conversion shall be two (2) hours of Sick Leave for one (1) hour of Annual Leave. The conversion must be in whole hour increments.
- If the converted leave brings the employee over the established limits of allowed Annual Leave, the employee will be required to use the excess hours by the end of the calendar year.
- Carryover of excess Annual Leave as a result of this conversion will not be authorized.
- This resolution does not impact any Sick Leave “lost” due to employees hitting the Sick Leave Bank ceiling prior to their Sick Leave conversion.



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

**CONTRACT NUMBER: C17111**

**AMENDMENT NUMBER: 8**

**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:
    - Recreational Shellfish Activities - Effective July 1, 2016
  - Amends Statements of Work for the following programs:
    - Office of Drinking Water Group A Program - Effective January 1, 2015
    - WIC Nutrition Program - Effective January 1, 2015
  - Deletes Statements of Work for the following programs:
  
2. Exhibit B-8 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-7 Allocations as follows:
  - Increase of \$5,640 for a revised maximum consideration of \$1,489,986.
  - Decrease of \_\_\_\_\_ for a revised maximum consideration of \_\_\_\_\_.
  - No change in the maximum consideration of \_\_\_\_\_.  
Exhibit B Allocations are attached only for informational purposes.
  
3. Exhibit C-8 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C-7.

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**

---

<b>DOH Program Name or Title:</b> Office of Drinking Water Group A Program - Effective January 1,2015 .....	4
<b>DOH Program Name or Title:</b> Recreational Shellfish Activities - Effective July 1, 2016 .....	9
<b>DOH Program Name or Title:</b> WIC Nutrition Program - Effective January 1, 2015 .....	11

**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)** 2

<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
---	---	---

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

**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 increase Contract Consideration, revise Special Billing Requirements and Special Instructions, and add language to the Description and Outcome in Task 1.

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	33,500	2,250	35,750
Drinking Water Group A - TA	N/A	346.26.66	2421921D	01/01/15	12/31/16	4,800	0	4,800
<b>TOTALS</b>						<b>38,300</b>	<b>2,250</b>	<b>40,550</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
	<p><i>DOH will provide a tablet and GPS unit for the LHJ to gather source data during a routine sanitary survey. DOH expects the LHJ to commit to using the tablet and GPS for a five-year period.</i></p>		<p>*Final Reports <i>have been</i> reviewed and accepted by the ODW Regional Office.</p> <p><i>The LHJ surveyor will record at least two (2) GPS data points, for each source, into the preloaded Excel template on the tablet and submit that data file with the associated sanitary survey</i></p>		<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>		<p>Provide completed SPI Report and any supporting documents and photos to ODW Regional Office.</p>	<p>Completed SPI Reports must be received by the ODW Regional Office within <b>2 working days</b> of the service request.</p>	<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>		<p>Provide completed TA Report and any supporting documents and photos to ODW Regional Office.</p>	<p>Completed TA Report must be received by the ODW Regional Office within <b>30 calendar days</b> of providing technical assistance.</p>	<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>		<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).</p>	<p>Annually</p>	<p>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></p>

**\*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 ~~\$33,500~~ **\$35,750** for **Task 1**, and **\$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 has been addressed as required, requested, or advised by the ODW to meet applicable drinking water regulations. 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, 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**

Brian Boye  
DOH Office of Drinking Water  
20425 – 72<sup>nd</sup> Ave S, Suite 310  
Kent, WA 98032  
[Brian.Boye@doh.wa.gov](mailto:Brian.Boye@doh.wa.gov)  
(253) 395-6778

**DOH Fiscal Contact**

Karena Myers  
DOH Office of Drinking Water  
243 Israel Rd SE  
Tumwater, WA 98501  
[Karena.Myers@doh.wa.gov](mailto:Karena.Myers@doh.wa.gov)  
(360) 236-3094

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

DOH Program Name or Title: Recreational Shellfish Activities - Effective July 1, 2016

Local Health Jurisdiction Name: Island County Health Department

Contract Number: C17111

SOW Type: Original      Revision # (for this SOW)

Period of Performance: July 1, 2016 through June 30, 2017

<b>Funding Source</b> <input type="checkbox"/> Federal <Select One> <input checked="" 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 checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Fixed Price
---	---	---

**Statement of Work Purpose:** The purpose of this statement of work is to provide funds for shellfish harvesting safety.

**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			
Rec Shellfish / Biotoxin	N/A	334.04.93	26402600	07/01/16	06/30/17	0	3,000	3,000
<b>TOTALS</b>						<b>0</b>	<b>3,000</b>	<b>3,000</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	<b>Biotoxin Monitoring</b> <ul style="list-style-type: none"> <li>Collect samples on schedule according to DOH Biotoxin Monitoring Plan, coordinate deviations from the schedule with DOH, notify DOH in advance if samples cannot be collected.</li> <li>Post / remove recreational shellfish warning and / or classification signs on beaches and restock cages as needed.</li> <li>This may also include recruiting, training, and coordination of volunteers, and fuel reimbursement funds for volunteer biotoxin monitoring.</li> </ul>		Submit report on DOH-approved format of activities for the year, including the number and names of beaches posted for classification.	Email Report to DOH by: 02/15/2017	\$1,000
2	<b>Outreach</b> <ul style="list-style-type: none"> <li>Staff educational booths at local events.</li> <li>Distribute safe shellfish harvesting information.</li> </ul>		Submit report including the number of events staffed, and amount of educational materials distributed.	Email Report to DOH by: 02/15/2017	\$2,000

**\*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****Program Manual, Handbook, Policy References**

Department of Health's Biotoin Monitoring Plan

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

Chapter 246-280 WAC

<http://www.doh.wa.gov/CommunityandEnvironment/Shellfish/RecreationalShellfish>

<http://www.doh.wa.gov/AboutUs/ProgramsandServices/EnvironmentalPublicHealth/EnvironmentalHealthandSafety/ShellfishProgram/Biotoxins>

**Special Instructions**

Report for work done the previous year must be submitted via email to Liz Maier by February 15, 2017.

The report format will be provided by DOH and may be modified throughout the contract period via email announcement.

**DOH Program Contact:** Liz Maier, Office of Environmental Health and Safety, PO Box 47824, Olympia WA 98504-7824; 360.236.3308; [liz.maier@doh.wa.gov](mailto:liz.maier@doh.wa.gov)

**DOH Fiscal Contact:** Kristy Warner, Environmental Public Health, PO Box 47820, Olympia WA 98504-7820; 360-236-3742; [kristy.warner@doh.wa.gov](mailto:kristy.warner@doh.wa.gov)

**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)** 6

**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 add FFY16 USDA FMNP funds .

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			
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	271,053	0	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
FFY16 USDA FMNP OPS	10.572	333.10.57	76540260	07/01/16	09/30/16	0	390	390
<b>TOTALS</b>						<b>529,817</b>	<b>390</b>	<b>530,207</b>

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	<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:	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>1. Unanticipated funding situations occur.</p> <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>1,645</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
<b>2</b>	<b>Breastfeeding Promotion</b>				See "Special Billing Requirements" below
<del>2.1</del>	<del>Provide breastfeeding promotion and support activities in accordance with federal and state requirements</del>	<del>3.1</del>	<del>Status report of chosen activities in Nutrition Education Plan.  Documentation must be available for review by WIC monitor staff.</del>	<del>First year due 03/31/15 Second year due 03/31/16 Third year due 03/31/17  Biennial WIC monitor</del>	
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	
<b>3</b>	<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 Counseling Program as described in Tasks 3.1 and 3.2.		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	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
4	<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:**

Contract Funding Period	Time Period Special Requirement Funds Available	Amount	Description of Special Requirements
January 2015 - September 2015	January 2015 - September 2015	\$12,291	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	\$4,097	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	\$10,000	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	\$12,291	Added in the FFY16 WIC/USDA Breastfeeding Peer Counseling category to complete the requirements of operating a USDA Loving Support Breastfeeding Peer Counseling program.

October 2015-September 2016	January 2016-September 2016	\$2,800	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.
-----------------------------	-----------------------------	---------	--

**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**

Barbara A. Krogstad, RDN  
 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-8  
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		
FFY16 USDA WIC NLS	7WA700WA7	Amend 6	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	(\$31,482)	\$271,053	
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		
<b>FFY16 USDA FMNP Ops</b>	<b>01616Y860447</b>	<b>Amend 8</b>	<b>10.572</b>	<b>333.10.55</b>	07/01/16	09/30/16	10/01/15	09/30/16	<b>\$390</b>	<b>\$390</b>	<b>\$790</b>
FFY15 USDA FMNP Ops	20151Y860447	Amend 3	10.572	333.10.57	01/01/15	09/30/15	10/01/14	09/30/15	\$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
NEP 5-6 Swimming BEACH	00J88801	Amend 7	66.123	333.66.12	02/29/16	10/31/16	10/01/14	08/31/19	\$2,100	\$14,300	\$26,500
NEP 5-6 Swimming BEACH	00J88801	Amend 6	66.123	333.66.12	02/29/16	10/31/16	10/01/14	08/31/19	\$12,200		
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

EXHIBIT B-8  
ALLOCATIONS  
Contract Term: 2015-2017

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			
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
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-8  
ALLOCATIONS  
Contract Term: 2015-2017**

Contract Number: C17111  
Date: May 16, 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	
<b>Rec Shellfish / Biotoxin</b>		<b>Amend 8</b>	<b>N/A</b>	<b>334.04.93</b>	07/01/16	06/30/17	07/01/15	06/30/17	<b>\$3,000</b>	<b>\$3,000</b>	<b>\$8,300</b>
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	
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 8</b>	<b>N/A</b>	<b>346.26.64</b>	01/01/15	12/31/16	01/01/15	06/30/17	<b>\$2,250</b>	<b>\$35,750</b>	<b>\$35,750</b>
Drinking Water Group A - SS		Amend 6	N/A	346.26.64	01/01/15	12/31/16	01/01/15	06/30/17	\$16,500		
Drinking Water Group A - SS		N/A, Amend 6	N/A	346.26.64	01/01/15	12/31/16	01/01/15	06/30/17	\$17,000		
Drinking Water Group A - TA		Amend 6	N/A	346.26.66	01/01/15	12/31/16	01/01/15	06/30/17	\$800	\$4,800	\$4,800
Drinking Water Group A - TA		N/A, Amend 6	N/A	346.26.66	01/01/15	12/31/16	01/01/15	06/30/17	\$4,000		
<b>TOTAL</b>									<b>\$1,489,986</b>	<b>\$1,489,986</b>	
<b>Total consideration:</b>	<b>\$1,484,346</b>									<b>GRAND TOTAL</b>	<b>\$1,489,986</b>
	<b>\$5,640</b>										
<b>GRAND TOTAL</b>	<b>\$1,489,986</b>									<b>Total Fed</b>	<b>\$1,301,136</b>
										<b>Total State</b>	<b>\$188,850</b>

\*Catalog of Federal Domestic Assistance

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

# Exhibit C-8 Schedule of Federal Awards

AMENDMENT #8

Date: May 16, 2016

ISLAND COUNTY HEALTH DEPT-SWV0000203-00  
 CONTRACT C17111-Island County Health Department  
 CONTRACT PERIOD 11/2015-12/31/2017

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
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
FFY16 USDA WIC NLS	333.10.55	10/01/15	\$8,877,032	10/01/15	09/30/16	\$2,710,533	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	7WA700WA7	WOMEN, INFANTS AND CHILDREN
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	10/07/14	\$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	15157WAWA7W003	FFY15 WIC ADMINISTRATION
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
FFY16 DSHS SNAP-ED IAR	333.10.56	09/30/15	\$4,012,002	10/01/15	09/30/16	\$2,112,310	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	Requested	Requested
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)
FFY14 DSHS SNAP-ED IAR CARRYFORWARD	333.10.56	09/29/14	\$1,144,724	01/01/15	09/30/15	\$4,861	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)
FFY16 USDA FMNP OPS	333.10.57	10/01/15	\$618,040	07/01/16	09/30/16	\$390	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture Food and Nutrition Service	01616Y860447	COMMODITY ASSISTANCE PROGRAM (2 YEAR)
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	2015Y860447	WIC FARMERS MARKET ADMIN
NEP 5-6 SWIMMING BEACH	333.66.12	09/11/14	\$2,490,000	03/01/15	10/31/16	\$26,500	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 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 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 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 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
FFY15 EPR-PHEP BF4 LHJ FUNDING	333.93.06	08/28/15	\$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	U90TP000569	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS

# Exhibit C-8 Schedule of Federal Awards

AMENDMENT #8

Date: May 16, 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
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
FFY16 VFC ORDERING	333.93.26	01/19/16	\$3,991,784	01/01/16	12/31/16	\$1,666	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	01/19/16	\$3,991,784	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 AFIX	333.93.26	01/19/16	\$3,991,784	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 317 OPS	333.93.26	01/19/16	\$3,991,784	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
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
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 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 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
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	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000922	PHEP 2014 IMMUNIZATION ENHANCE AN IMMUNIZATION INFORMATION SYSTEM (IIS) TO INTERFADE WITH CDC'S VTRCKS VACCINE ORDERING &
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
FFY15 MCHBG CBE 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	B04MC28184	MATERNAL AND CHILD HEALTH SERVICES
<b>TOTAL</b>						<b>\$1,301,136</b>					



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 7/12/16

Agenda Item No 4



CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

Resolution/Ordinance No:

DEPARTMENT: Island County Public Health

DIVISION: *Natural Resources*

STAFF CONTACT: Keith Higman/Jill Wood

AGENDA SUBJECT: *Request for Signature:*

WA State Department of Ecology: Island County Marine Resources Committee Operations & Projects  
Contract No. SEANWS-2015-IsCoPH-00004; Amendment No. 1; Risk No. RM-DNR-2016-225

BACKGROUND/SUMMARY:

WORK SESSION DATE: 7/6/16

This amendment adds \$6,000 to Task 1 and moves and additional \$2,450 from Task 3 to Task 1 for MRC website update.

Contract Amount: \$79,000

Previous Contract Amount: \$73,000

Amendment Amount: \$6,000

Legal and Risk Reviews are both complete.

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 \_\_\_\_\_



**AMENDMENT NO. 1  
TO AGREEMENT NO. SEANWS-2015-IsCoPH-00004  
BETWEEN  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
Island County**

**PURPOSE:** To amend the above-referenced agreement (AGREEMENT) between the State of Washington Department of Ecology (ECOLOGY) and Island County (RECIPIENT) for the Island County Marine Resources Committee Operations and Projects (PROJECT).

The purpose of the amendment is to transfer of funds from Task 3 to Task 1, and increase funds in Task 1, as outlined below:

1. Move \$2,450 from Task 3 Phytoremediation to Task 1 Project Administration/Management

Due to a change in our partner's plans, the Island County MRC will not be conducting pre- and post-monitoring at a phytoremediation site. We are requesting to move these funds to Task 1, to be used towards the MRC website upgrade.

Deliverables: Deliverables 3.2 and 3.3 will not be completed.

2. Increase Task 1 Project Administration/Management funds by \$6,000

The MRC website is in need of an upgrade, as the current content management system is no longer supported. The increase from Northwest Straits Commission will allow this upgrade to serve as a template for the remaining MRC websites in need of upgrading. This work will be done in coordination with Jefferson MRC and Redback Consulting.

Deliverables: MRC website upgrade

The total project cost is increased by \$6,000 from \$73,000 to \$79,000.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 73,000.00 Amended: 79,000.00

Total Eligible Cost:

Original: 73,000.00 Amended: 79,000.00

## SCOPE OF WORK

Task Number: 1 **Task Cost: \$49,250.00**

Task Title: Project Administration/Management

### Task Description:

1.1 MRC Meetings and Communication: schedule and hold regular meetings of the MRC; prepare and distribute agenda; prepare and distribute meeting minutes; invite speakers on topics of community interest; and other logistical and communication functions as needed. Provide summary of activities for MRC representative to share at Northwest Straits Commission (NWSC) meetings.

1.2 Grant administration: Prepare progress reports, final report and closeout report for Northwest Straits Commission; track and administer budget; document matching funds and volunteer time; perform contract management; and prepare grant applications for MRC projects.

1.3 MRC Web Site: Existing MRC web site will be maintained and regularly updated with notices of upcoming meetings and agendas and other timely and relevant information.

1.4 Annual Report: This report will summarize MRC activities and progress on projects, including progress in achieving the Northwest Straits Initiative's performance benchmarks and connection to Puget Sound Action Agenda.

1.5 Annual Workplan: The workplan will include the objectives, timeframe, products, and benchmarks addressed in this scope of work.

1.6 Training: The MRC members will attend the Northwest Straits Commission training and/or additional conferences, trainings, and workshops as appropriate.

1.7 Representation at NWSC meetings: A representative of the MRC will attend each Northwest Straits Commission meeting and provide an update on current activities of the MRC.

1.8 Local Integrating Organization: The MRC will participate in meetings and operations of the Local Integrating Organization (LIO) in order to participate in the local planning process and action agenda update, including identification of Near Term Actions.

### Task Goal Statement:

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

### Task Expected Outcome:

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

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

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

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

Recipient Task Coordinator: Anna Toledo

**Deliverables**

<b>Number</b>	<b>Description</b>	<b>Due Date</b>
1.1	Quarter 1 Progress Report	
1.2	Quarter 2 Progress Report	
1.3	Quarter 3 Progress Report	
1.4	Quarter 4 Progress Report	
1.5	Quarter 1 Meeting Agenda and Minutes	
1.6	Quarter 2 Meeting Agenda and Minutes	
1.7	Quarter 3 Meeting Agenda and Minutes	
1.8	Quarter 4 Meeting Agenda and Minutes	
1.9	Semi-Annual Web Site Address and Screen Shots of Up-to-Date Content 1	
1.10	Semi-Annual Web Site Address and Screen Shots of Up-to-Date Content 2	
1.11	Annual Workplan	
1.12	Annual Report'	
1.13	Quarter 1 List of NWSC Meetings, Conferences and Other Workshops Attended and Names of MRC Members Attending	
1.14	Quarter 2 List of NWSC Meetings, Conferences and Other Workshops Attended and Names of MRC Members Attending	
1.15	Quarter 3 List of NWSC Meetings, Conferences and Other Workshops Attended and Names of MRC Members Attending	
1.16	Quarter 4 List of NWSC Meetings, Conferences and Other Workshops Attended and Names of MRC Members Attending	
1.17	Quarter 1 Report to the Commission	
1.18	Quarter 2 Report to the Commission	
1.19	Quarter 3 Report to the Commission	
1.20	Quarter 4 Report to the Commission	
1.21	Quarter 1 Matching Funds/Volunteer Time Tracking	
1.22	Quarter 2 Matching Funds/Volunteer Time Tracking	
1.23	Quarter 3 Matching Funds/Volunteer Time Tracking	
1.24	Quarter 4 Matching Funds/Volunteer Time Tracking	

**SCOPE OF WORK**

Task Number: 3 Task Cost: \$0.00

Task Title: Phytoremediation

Task Description:

The MRC will partner with Whidbey Island Conservation District (WICD) to put knowledge from previous phytoremediation monitoring work into practice.

Task Goal Statement:

This project will build upon previous water quality monitoring and phytoremediation projects to remove contaminants from water discharging from Ebey’s Prairie into Puget Sound.

Task Expected Outcome:

Input provided to WICD on their preliminary phytoremediation designs to improve water quality on Ebey’s Prairie.

Recipient Task Coordinator: Anna Toledo

**Deliverables**

Number	Description	Due Date
3.1	Copy of presentation on WICD’s preliminary phytoremediation designs with MRC input	02/26/2016

**BUDGET**

**Funding Distribution EG160093**

Funding Title: Island County Funding Type: Grant  
 Funding Effective Date: 10/01/2015 Funding Expiration Date: 09/30/2016  
 Funding Source:

Title: EPA - NW Straits  
 Type: Federal  
 CFDA:  
 Assistance Agreement:  
 Description: Northwest Straits Commission and Marine Resources Committees

Recipient Match %: 0  
 InKind Interlocal Allowed: No  
 InKind Other Allowed: No  
 Is this Funding Distribution used to match a federal grant? No

<b>Island County</b>	<b>Task Total</b>
Phytoremediation	\$ 0.00
Monitoring Projects	\$ 14,500.00
Kelp Harvest Outreach	\$ 5,375.00
Cornet Bay Restoration & Monitoring	\$ 9,875.00
MRC Operations	\$ 49,250.00

**Total: \$ 79,000.00**

**Funding Distribution Summary**

**Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
Island County	0 %	\$ 0.00	\$ 79,000.00	\$ 79,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 79,000.00</b>	<b>\$ 79,000.00</b>

FURTHER, this amendment will be effective 05/19/2016.

Except as expressly provided by this amendment, all other terms and conditions of the original AGREEMENT and all prior amendments thereto remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this amendment.

**Washington State  
Department of Ecology**

**Board of Island County Commissioners**

---

Program Manager  
Gordon White  
Shorelands

Date

---

Richard M Hannold  
Chair

Date



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 7/12/16

Agenda Item No 5

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

Resolution/Ordinance No:

DEPARTMENT: Public Works

DIVISION: Engineering - Roads

STAFF CONTACT: Doug Holbert, P.E.

AGENDA SUBJECT: Bid Award for the Maxwelton Road – north – outfall (Dave Mackie Park Improvements)

BACKGROUND/SUMMARY: WORK SESSION DATE: (if applicable) June/2016

The project is for the placing of a new outfall from a catch basin in the north parking lot of Dave Mackie Park on Maxwelton Road on south Whidbey Island. The Island County Bayview Road shop crew this spring placed a new 12" diameter culvert diagonally across Dave Mackie Park baseball field from a south parking lot catch basin to a north parking lot catch basin to help alleviate flooding that was occurring behind homes on the east side of Maxwelton Road. BICC previously approved the advertising of the plans and specials for the project.

FISCAL IMPACT/FUNDING SOURCE: Local Public Works Funds

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 \_\_\_\_\_



**ISLAND COUNTY PUBLIC WORKS**  
*ROAD DIVISION*  
**BID AWARD**

**PROJECT:**

Dave Mackie Park Stormwater Construction  
JL01082

**BID OPENING:**

Bids due on or before 2:00 PM on June 28, 2016  
Bid Opened in Room 116 at the County Administration Building - 1 NE 7th Street, Coupeville, WA 98239

**BIDS AND BIDDERS:**

No.	Rank	Bidder	Bid	Responsible?
1	1	<b>Richard Phillips Marine, Inc.</b>	\$ <b>299,925.70</b>	<b>Yes</b>
2	2	CARMAN'S CONSTRUCTION, LLC	\$ 389,586.00	Yes

**ENGINEER'S RECOMMENDATION:**

I hereby recommend contract award to Bidder Number 1:  
Richard Phillips Marine, Inc.  
PO Box 175  
Boring, OR 97009

In the amount of \$299,925.70.  
Justification: Lowest Responsible Bidder

William Oakes

7/05/16  
Date

**BID AWARD:**

The Island County Board of Commissioners does hereby award this contract to:  
Richard Phillips Marine, Inc.  
PO Box 175  
Boring, OR 97009

In the amount of \$299,925.70

\_\_\_\_\_  
RICHARD M. HANNOLD, CHAIR Date

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

**BID ANALYSIS SUMMARY**  
**Dave Mackie Park Stormwater Construction**  
**JL01082**

Bidder No.	Bidders Name	Total Bid Amount	Difference from lowest bid	Deviation from lowest bid	Difference from Engr Est.	DBE Goal 0% of Total Bid Amount	Proposed DBE Amount	Responsible Bidder	Rank
1	Richard Phillips Marine, Inc. PO Box 175 Boring, OR 97009	\$ 299,925.70	\$ -	0.00%	\$ (39,669.30)	\$ -	\$ -	Yes	1
2	CARMAN'S CONSTRUCTION, LLC 20 West Troxell Road OAK HARBOR, WA 98277	\$ 389,586.00	\$ 89,660.30	30%	\$ 49,991.00	\$ -	\$ -	Yes	2

Number of Bidders: 2  
 Engineer's Estimate: \$ 339,595.00 \$ (39,669.30) 11.68%  
 Lowest Responsive Bid: \$ 299,925.70

Recommend Award to Bidder No.: 1  
 Richard Phillips Marine, Inc.  
 PO Box 175 \$ 299,925.70  
 Boring, OR 97009

Bid Amount Statistics	Deviation from Engineer's Estimate
high	\$ 389,586.00 14.72%
mean	\$ 344,755.85 1.52%
median	\$ 344,755.85 1.52%
low	\$ 299,925.70 -11.68%
standard dev.	\$ 63,399.41



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

MEETING DATE: 7-2-16  
 Agenda Item No 6  
 CONSENT AGENDA  
 REGULAR AGENDA  
 PUBLIC HEARING/MTG  
 Resolution/Ordinance No:

**DEPARTMENT:** Public Works

**DIVISION:** Surface Water Management (SWM)

**STAFF CONTACT:** Phil Cohen

**AGENDA SUBJECT:** Signing of Drainage Easement and Real Property Voucher

**BACKGROUND/SUMMARY:** **WORK SESSION DATE:** (if applicable) 7-6-16  
*Project: Bradley Lane Drainage J.L. # 00116-0001  
 Parcel # S5155-00-00014-0 Property Owner: Burningham  
 We saw the option of purchasing an existing drainage easement from the Burningham's as an opportunity to provide a bluff type outfall for the Bradley Lane area which is located next to the Holmes Harbor shoreline. This area is undergoing significant land clearing and housing development activities and has been experiencing increased stormwater run-off. SWM investigated potential sites for such an outfall and found that the Burningham's had an existing outfall on their property that met County design standards for small outfalls. This outfall was built by a reputable contractor that SWM has used before for larger outfall projects. The outfall uses an 8-in dia. HDPE pipe which will be sufficient for the drainage from several acres that comes from Harbor Hills Drive and the Bungalows. SWM views this easement acquisition with a ready-made outfall as an opportune purchase. The appraisal amount for the Drainage Easement was \$25,200.00 and there's an administrative settlement amount on the Real Property Voucher which makes the total acquisition amount \$27,000.00. The reason for the \$1800.00 administrative amount is because the anticipated size of the Drainage Easement at the time the appraisal was done was smaller than the actual size of the Drainage Easement.*

**FISCAL IMPACT/FUNDING SOURCE:**  
 \$27,000.00

**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 \_\_\_\_\_

Project: Bradley Lane Drainage  
J.O. #00116-0001  
Owner: Burningham  
Parcel # S 6155-00-00014-0

Return to: Island Co. Public Works  
ATTN: Kelly Diefert

\* **DOCUMENT TITLE:** DRAINAGE EASEMENT

\* **Reference Numbers of Documents Assigned or Released:**

[on page N/A of document(s)] # N/A

\* **GRANTOR(S) / Borrower ( Last Name, First Name Initials ):**

1. BURNINGHAM, JAMES E.

2. BURNINGHAM, CAROLYN B.

3. \_\_\_\_\_

\* **GRANTEE / Assignee / Beneficiary: ( Last Name, First Name Initials ):**

OTHER

1. ISLAND COUNTY

2. \_\_\_\_\_

ADDITIONAL NAMES ON PAGE \_\_\_\_\_ OF DOCUMENT.

\* **LEGAL DESCRIPTION:**

[abbreviated: i.e. Lot, Block, Plat or Section, Township, Range]

LOT 14 BLOCK \_\_\_\_\_ PLAT Bradshaws Addition

X ADDITIONAL LEGAL IS ON PAGE 8 OF DOCUMENT.

\* **Assessor's Tax Parcel ID #:** S6155-00-000014-0 a portion of

Project: Bradley Lane Drainage  
J.O. #00116-0001  
Owner: Burningham  
Parcel # S 6155-00-00014-0

## DRAINAGE EASEMENT

For and in consideration of Twenty five thousand two hundred dollars (\$25,200.00), receipt of which is hereby acknowledged, **JAMES E. BURNINGHAM AND CAROLYN B. BURNINGHAM, TRUSTEE OR SUCCESSOR TRUSTEE(S) OF THE JAMES E. BURNINGHAM AND CAROLYN B. BURNINGHAM TRUST, DATED JANUARY 16, 2007 (GRANTORS herein)**, grants, conveys and quitclaims to **ISLAND COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF WASHINGTON (GRANTEES herein)**, and its successors and/or assigns, subject to the terms of this agreement, for the purposes set forth hereinafter, a DRAINAGE EASEMENT over, under and across the following described property, (hereinafter referred to as the "Easement Area") to the same extent and purposes as if the rights herein granted had been acquired under the Eminent Domain Statutes of the State of Washington:

*Drainage Easement Area Legal description: See the Attached Schedule "A" Page 8 of 9*

*SEE MAP - Page 9 of 9*

*Island County Assessor's Parcel No: S6155-00-00014-0*

1. **PURPOSE:** GRANTEE and its assigns shall have the right to construct, operate, maintain, repair, and replace drainage systems, over, under and upon the Easement Area together with all necessary or convenient appurtenances thereto, which may include but are not limited to the following:
  - a. **Drainage Systems:** As delineated in the plans and associated with provisions for **Bradley Lane Drainage J.O.#00116-0001** and any necessary future upgrades of said system.
2. **ACCESS:** GRANTEE shall have the right of access over and across the Easement Area to enable the GRANTEE to exercise its rights hereunder.

Project: Bradley Lane Drainage  
J.O. #00116-0001  
Owner: Burningham  
Parcel # S 6155-00-00014-0

3. **EASEMENT AREA CLEARING AND MAINTENANCE:** GRANTEE shall have the right to cut and/or remove or otherwise dispose of any and all brush, trees, existing drainage structures, and other debris. GRANTEE shall also have the right to control on a continuing basis by any prudent and reasonable means the establishment of trees, brush, or other vegetation upon the Easement Area which, in the opinion of the GRANTEE, interfere with the exercise of the GRANTEE'S rights herein or create a hazard to the GRANTEE'S facilities.
4. **GRANTOR'S USE OF THE EASEMENT AREA:** GRANTORS reserve the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, that the GRANTORS shall not construct or maintain any building or other structure on the Easement Area that will interfere with the easy access and maintenance of the GRANTEE'S facilities.
5. **ABANDONMENT:** The rights granted herein shall continue until such time as the GRANTEE ceases to use the Easement Area provided, that no abandonment shall be deemed to have occurred by reason of the GRANTEE'S failure to initially install its system on the Easement Area within any period of time from the date hereof.
6. **SUCCESSORS AND ASSIGNS:** The GRANTEE shall have the right to assign, apportion, or otherwise transfer any or all of its rights, and benefits, and privileges, and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.
7. **RELATIONSHIP BETWEEN PARTIES:**

GRANTOR: Grantor shall assume the risk of, be liable for, and pay all damage, loss, cost and expense caused by the Grantor and their agents arising out of any duty performed, or not performed, while acting in good faith within the scope of this Drainage Easement.

GRANTEE: Grantee shall assume the risk of, be liable for, and pay all damage, loss, cost and expense caused by its officers, officials, employees and agents arising out of any duty performed, while acting in good faith within the scope of this Drainage Easement.

Project: Bradley Lane Drainage  
J.O. #00116-0001  
Owner: Burningham  
Parcel # S 6155-00-00014-0

*It is understood and agreed that delivery of this DRAINAGE EASEMENT is hereby tendered and that the terms and obligations hereof shall not become binding upon the Grantee unless and until accepted and approved hereon in writing for the Grantee by Island County, State of Washington.*

\*\*\*\*\*  
This DRAINAGE EASEMENT is made and entered into this 20<sup>th</sup> day of May, 2016.  
\*\*\*\*\*

**GRANTOR:**

**JAMES E. BURNINGHAM AND CAROLYN B. BURNINGHAM TRUST, DATED JANUARY 16, 2007**

**BY:**

James E. Burningham  
JAMES E. BURNINGHAM

20 MAY 16  
DATE

Carolyn B. Burningham  
CAROLYN B. BURNINGHAM

5-20-16  
DATE

Project: Bradley Lane Drainage  
J.O. #00116-0001  
Owner: Burningham  
Parcel # S 6155-00-00014-0

\*\*\*\*\*

THIS DRAINAGE EASEMENT IS ACCEPTED AND APPROVED BY THE BOARD  
OF COUNTY COMMISSIONERS, ISLAND COUNTY, WA THIS \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

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

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

Project: Bradley Lane Drainage  
J.O. #00116-0001  
Owner: Burningham  
Parcel # S 6155-00-00014-0

\*\*\*\*\*

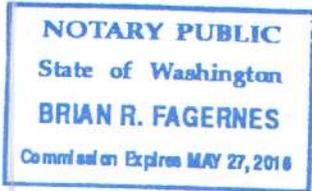
REPRESENTATIVE ACKNOWLEDGMENT

State of Washington ) ss.  
County of Island )

On the 20<sup>th</sup> day of May, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me James E. Burningham to me known to be the trustee, or successor trustee (s) of the James E. Burningham and Carolyn B. Burningham, trust dated January 16, 2007 described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as their free and voluntary act and deed, for the uses and purposes mentioned in this instrument.

Witness my hand and official seal hereto affixed the day and year last above written.

Notary Seal



Brian Fagernes  
Notary Public in and for the State of Washington,  
Residing at Rochester

My Appointment expires: May 27, 2016

Brian Fagernes  
Printed Name of Notary Public

Project: Bradley Lane Drainage  
J.O. #00116-0001  
Owner: Burningham  
Parcel # S 6155-00-00014-0

\*\*\*\*\*

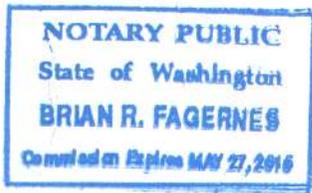
REPRESENTATIVE ACKNOWLEDGMENT

State of Washington ) ss  
County of Island )

On the 20 day of May, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Carolyn B. Burningham to me known to be the trustee, or successor trustee (s) of the James E. Burningham and Carolyn B. Burningham, trust dated January 16, 2007 described in and who executed the foregoing instrument, and acknowledged that She signed and sealed the same as ~~their~~ her free and voluntary act and deed, for the uses and purposes mentioned in this instrument.

Witness my hand and official seal hereto affixed the day and year last above written.

Notary Seal



Brian Fagernes  
Notary Public in and for the State of Washington,  
Residing at Rochester

My Appointment expires May 27, 2016

Brian Fagernes  
Printed Name of Notary Public

Project: Bradley Lane Drainage  
J.O. #00116-0001  
Owner: Burningham  
Parcel # S 6155-00-00014-0

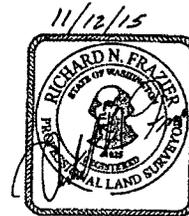
### SCHEDULE "A"

That portion of Lot 13 and Lot 14 of the Plat of Bradshaw's Addition, according to the plat thereof recorded in Volume 4 of Plats, page 35, records of Island County, Washington, in Section 3, Township 29 North, Range 2 East of the Willamette Meridian, described as follows:

Commencing at the Northwest corner of Lot 13 of said Plat of Bradshaw's Addition;  
Thence South 89°46'24" East (Plat, East) along the North line thereof, a distance of 57.29;  
Thence South 08°04'15" East 30.32 feet to the South line of Island County Parcel Number S6155-00-00012-0, according to that deed recorded under Auditor's File No. 4378251, being also the South line of Lot A of Island County Boundary Line Adjustment No. 089/04, recorded May 13, 2004, under Auditor's File No. 4100131 and the True Point of Beginning thence continuing South 08°04'15" East 0.63 feet to the beginning of a curve to the left, from which a radial line bears North 81°55'45" East to the radius point; thence Southeasterly along said curve, being to the left, having a radius of 52.50 feet, through a central angle of 56°38'59", an arc distance of 51.91 feet;  
thence North 84°35'40" East 73.58 feet;  
thence South 75°25'30" East 57.09 feet to the East line of said Lot 14;  
thence South 17°13'36" West (Plat, South 17°00' West) along said East line, a distance of 15.02 feet;  
thence North 75°25'30" West 53.76 feet;  
thence South 84°35'40" West 74.90 feet;  
thence North 65°58'54" West 2.76 feet to the beginning of a curve to the right, from which a radial line bears North 24°01'06" East to the radius point; thence Northwesterly along said curve, being to the right, having a radius of 67.50 feet, through a central angle of 57°54'39", an arc distance of 68.22 feet;  
thence North 08°04'15" West 2.81 feet to the South line of said Island County Parcel Number S6155-00-00012-0;  
thence South 89°46'24" East along said South line, a distance of 15.16 feet to the True Point of Beginning.

Situate in Island County, Washington.

Containing 2,892 square feet.

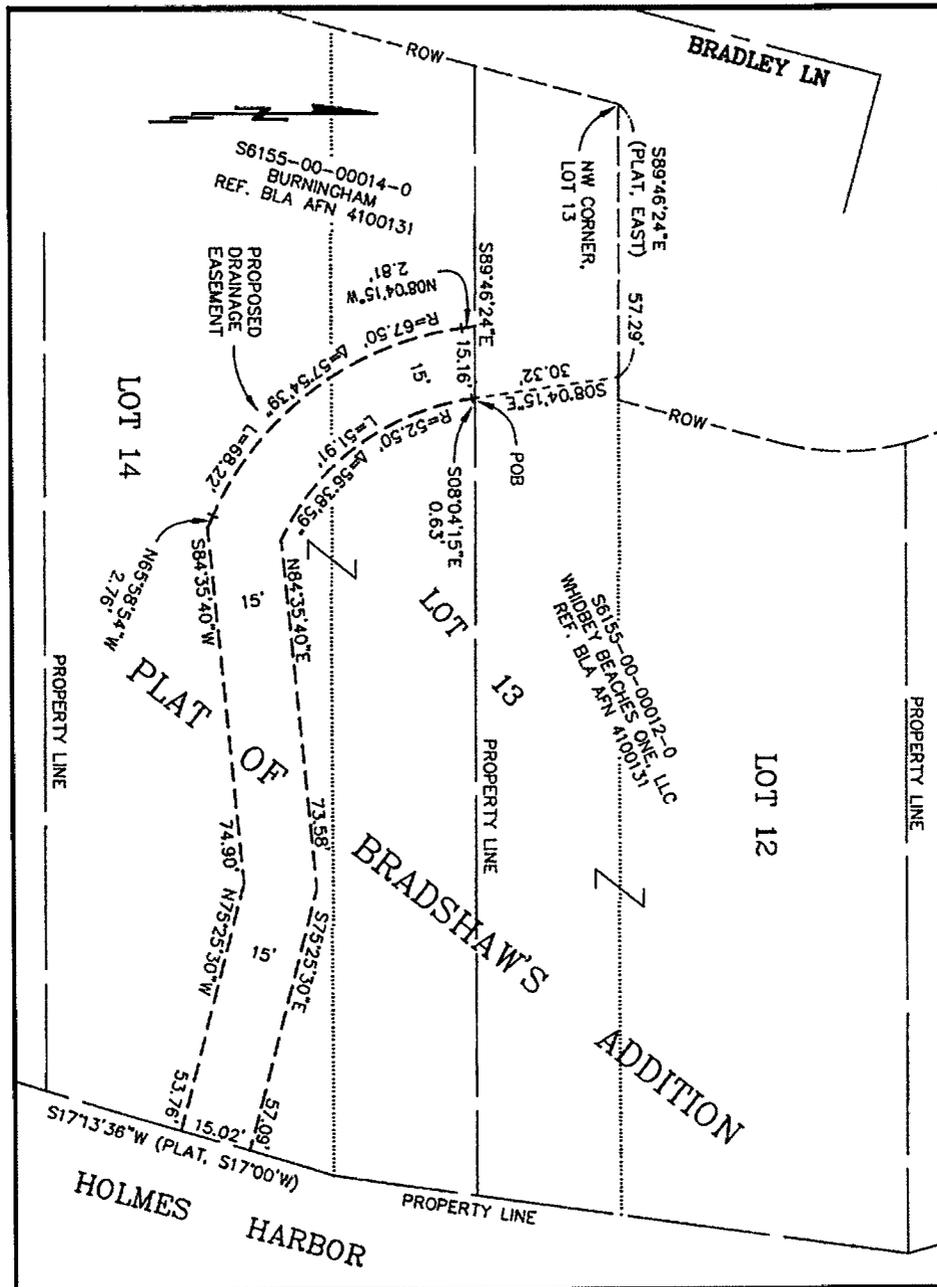


Project: Bradley Lane Drainage  
J.O. #00116-0001  
Owner: Burningham  
Parcel # S 6155-00-00014-0

**MAP OF SITE**

**DO NOT USE AS A LEGAL DOCUMENT -- ACCURACY NOT GUARANTEED**

**NOT TO SCALE**





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

MEETING DATE: 7-12-16  
 Agenda Item No 7

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

**DEPARTMENT:** Public Works

**DIVISION:** Surface Water Management (SWM)

**STAFF CONTACT:** Phil Cohen

**AGENDA SUBJECT:** Signing of Drainage Easement and Real Property Voucher

**BACKGROUND/SUMMARY:** **WORK SESSION DATE:** (if applicable) 7-6-16  
*Project: Bradley Lane Drainage J.L. # 00116-0001  
 Parcel # S6155-00-00014-0 Property Owner: Burningham  
 We saw the option of purchasing an existing drainage easement from the Burningham's as an opportunity to provide a bluff type outfall for the Bradley Lane area which is located next to the Holmes Harbor shoreline. This area is undergoing significant land clearing and housing development activities and has been experiencing increased stormwater run-off. SWM investigated potential sites for such an outfall and found that the Burningham's had an existing outfall on their property that met County design standards for small outfalls. This outfall was built by a reputable contractor that SWM has used before for larger outfall projects. The outfall uses an 8-in dia. HDPE pipe which will be sufficient for the drainage from several acres that comes from Harbor Hills Drive and the Bungalows. SWM views this easement acquisition with a ready-made outfall as an opportune purchase. The appraisal amount for the Drainage Easement was \$25,200.00 and there's an administrative settlement amount on the Real Property Voucher which makes the total acquisition amount \$27,000.00. The reason for the \$1800.00 administrative amount is because the anticipated size of the Drainage Easement at the time the appraisal was done was smaller than the actual size of the Drainage Easement.*

**FISCAL IMPACT/FUNDING SOURCE:**  
 \$27,000.00

**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 \_\_\_\_\_

# REAL PROPERTY VOUCHER

<b>AGENCY NAME</b>		I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges, that the same or any part thereof has not been paid, and that I am authorized to sign for the Claimant: (Sign in ink) <u>James E. Burningham</u> (Date) <u>5-20-16</u> <u>Carolyn B. Burningham</u> <u>5-20-16</u>	
Island County Public Works PO BOX 5000 Coupeville, WA 98239			
<b>GRANTOR or CLAIMANT</b>		S.S. # _____	
James E. and Carolyn B. Burningham PO Box 399 Freeland, WA 98249			
<b>PROJECT NUMBER:</b> 00602-0101	<b>F.A.</b>	<b>PARCEL</b> R23118-047-3810	
<b>TITLE:</b> Bradley Lane Drainage			
In Full, Complete and Final Payment and Settlement for the Title or Interest Conveyed or Released, as Fully Set Forth In: Permanent Drainage Easement Dated: <u>5-20-16</u>		<b>AMOUNT</b>	
For All Lands Conveyed:		\$0.00	
For All Easements Conveyed : <b>2,700 Sq. Ft. Drainage Easement</b>		+ \$ 25,200.00	
		+ \$0.00	
For All Damages: Less Special Benefits: n/a		+ \$0.00 + \$0.00	
<b>JUST COMPENSATION</b>		<b>\$25,200.00</b>	
Legal/Administrative: n/a <i>Admin settlement to correct easement calculation to match legal description.</i>		<del>\$0.00</del> <i>1,800.00</i>	
<b>FINAL SETTLEMENT</b>		<b>\$0.00</b>	
Other Items:		\$0.00	
<b>SUBTOTAL</b>		<b>\$</b>	
Dedications: n/a		\$0.00	
<b>SUBTOTAL</b>		<del>\$ 27,000.00</del> <b>\$25,200.00</b>	
<b>AMOUNT TO BE PAID:</b>		<del>\$ 27,000.00</del> <b>\$25,200.00</b>	
<u><i>Brain Fagernes</i></u> Brain Fagernes, Cascade Right of Way Services  <u>5-20-16</u> Date		Approved for Payment:  By <u>Richard M. Hannold, Chair</u> s <b>Board of County Commissioners</b> <b>Island County, Washington</b>  Date _____	

- Original – Public Works
- Property Owner
- File

*CBF*  
*CBB*  
*BBF*



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

MEETING DATE: 7/12/16

Agenda Item No B

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

Resolution/Ordinance No:

**DEPARTMENT:** Public Works

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

**STAFF CONTACT:** George Anne Sherry

**AGENDA SUBJECT:** Title VI Non-discrimination Agreement – Populations under 100,000

**BACKGROUND/SUMMARY:**

**WORK SESSION DATE:** *(if applicable)* July 5, 2016

Public Works, in the course of its construction projects, receives funding from the Federal Highway Administration (FHWA) through WSDOT. The FHWA requires each local agency that receives such funding to establish a Title VI Program to prevent discrimination in the provision of benefits and services on federally funded transportation programs and activities. Agencies serving a population less than 100,000 may use an abbreviated Title VI Plan, a Nondiscrimination Agreement (NDA). Island County established its Title VI Plan in 2006.

This NDA will be submitted to WSDOT's Regional Local Programs Engineer/Local Programs for submittal to WSDOT's OEO (Office of Equal Opportunity) for review and approval.

**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 \_\_\_\_\_

# ***Nondiscrimination Agreement Population Under 100,000***

---

## **Washington State Department of Transportation and Name of Recipient Policy Statement**

Island County Public Works, hereinafter referred to as the "Recipient" assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [S.557] March 22, 1988).

In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient's Public Works Director, is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulation(CFR) 200 and 49 Code of Federal Regulation 21.

\_\_\_\_\_  
Richard M. Hannold

\_\_\_\_\_  
Chair, Board of Island County Commissioners

\_\_\_\_\_  
Date

### **Title VI Program**

#### ***Organization and Staffing***

Pursuant to 23 CFR 200, Island County Public Works Director has designated a Title VI Coordinator who is responsible for Attachment 1, which describes the hierarchy for Island County Public Works' Title VI Program, including an organization's chart illustrating the level and placement of Title VI responsibilities.

## **Assurances**

### **49 CFR Part 21.7**

Island County Public Works, hereby gives assurances:

1. That no person shall on the grounds of race, color, national origin, and sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:
  - List all major Transportation programs and activities of the recipient and Title VI responsibilities for each one of them. Include information as Attachment 2 to this Nondiscrimination Agreement.
2. That it will promptly take any measures necessary to effectuate this agreement.
3. That each Transportation program, activity, and facility (i.e., lands change to roadways, park and ride lots, etc.) as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
4. That these assurances are given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the recipient by the Washington State Department of Transportation (WSDOT) under the federally-funded program and is binding on it, other recipients, sub grantees, contractors, sub-contractors, transferees, successors in interest and other participants. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
5. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all federally-funded programs and, in all proposals for negotiated agreements.

The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

6. That the Recipient shall insert the clauses of Appendix 1 of this Agreement in every contract subject to the Act and the Regulations.
7. That the Recipient shall insert the clauses of Appendix 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
8. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a federal aid program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a federal aid program.
9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

### ***Implementation Procedures***

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. Grants and loans of federal funds.
2. The grant or donation of federal property and interest in property.
3. The detail of federal personnel.
4. The sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient.
5. Any federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

### ***The recipient shall:***

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by WSDOT or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.

3. Designate a civil rights coordinator who has a responsible position in the organization and easy access to the head of the recipient. The civil rights coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. The civil rights coordinator shall adequately implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report of investigation, will be forwarded to WSDOT's Office of Equal Opportunity (OEO) within 10 days of the date the complaint was received by the recipient.
6. Collect statistical data (race, color, national origin, sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Attend training programs on Title VI and related statutes conducted by WSDOT OEO.
9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year. This report is due one year from the date of approval of the Nondiscrimination Agreement and then annually on the same date.
  - a. Annual Work Plan – Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.
  - b. Accomplishment Report – List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Coordinator. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

## **Discrimination Complaint Procedure**

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Coordinator for review and action.
2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:
  - a. The date of alleged act of discrimination; or
  - b. Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.
3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.
4. Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as WSDOT and USDOT.
5. The recipient will advise WSDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to WSDOT:
  - a. Name, address, and phone number of the complainant.
  - b. Name(s) and address(es) of alleged discriminating official(s).
  - c. Basis of complaint (i.e., race, color, national origin, or sex)
  - d. Date of alleged discriminatory act(s).
  - e. Date of complaint received by the recipient.
  - f. A statement of the complaint.
  - g. Other agencies (state, local, or federal) where the complaint has been filed.
  - h. An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.

6. Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.
7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with WSDOT, or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Coordinator will also provide WSDOT with a copy of this decision and summary of findings upon completion of the investigation.
8. Contacts for the different Title VI administrative jurisdictions are as follows:

Washington State Department of Transportation  
Office of Equal Opportunity, Title VI Program  
PO Box 47314  
Olympia, WA 98504  
360-705-7090

Federal Highway Administration  
Washington Division Office  
711 Capitol Way South, Suite 501  
Olympia, WA 98501  
360-534-9325

## Sanctions

In the event the recipient fails or refuses to comply with the terms of this agreement, WSDOT may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the recipient under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
4. Refer the case to the Department of Justice for appropriate legal proceedings.

### WASHINGTON STATE DEPARTMENT OF TRANSPORTATION:

\_\_\_\_\_  
Signature

Title VI Coordinator, Office of Equal Opportunity  
Title

\_\_\_\_\_  
Date

### NAME OF RECIPIENT:

\_\_\_\_\_  
Richard M. Hannold

\_\_\_\_\_  
Chair, Board of Island County Commissioners

\_\_\_\_\_  
Date

## Appendix 1

During the performance of this contract, the contractor/consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance With Regulations** – The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination** – The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment** – In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports** – The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance** – In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
  - Withholding of payments to the contractor under the contract until the contractor complies, and/or;
  - Cancellation, termination, or suspension of the contract, in whole or in part

6. **Incorporation of Provisions** – The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contractor or procurement as the contracting agency or USDOT may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request WSDOT enter into such litigation to protect the interests of the state and, in addition, the contractor may request the USDOT enter into such litigation to protect the interests of the United States.

## Appendix 2

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### **GRANTING CLAUSE**

NOW THEREFORE, Department of Transportation, as authorized by law, and upon the condition that the state of Washington will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways and the policies and procedures prescribed by the United States Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, the Department of Transportation WSDOT (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d - 4) does hereby remise, release, quitclaim, and convey unto the state of Washington all the right, title, and interest of the Department of Transportation in and to said land described in Exhibit A attached hereto and made a part thereof.

### **HABENDUM CLAUSE**

TO HAVE AND TO HOLD said lands and interests therein unto the state of Washington, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provisions of similar services or benefits and shall be binding on the state of Washington, its successors, and assigns.

The state of Washington, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (,)(and)\* (2) that the state of Washington, shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination of Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the department shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this instruction.

## Appendix 3

The following clauses shall be included in all transportation related deeds, licenses, leases, permits, or similar instruments entered into by (Recipient) pursuant to the provisions of Assurance 8.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose of which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21,

Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease has never been made or issued.

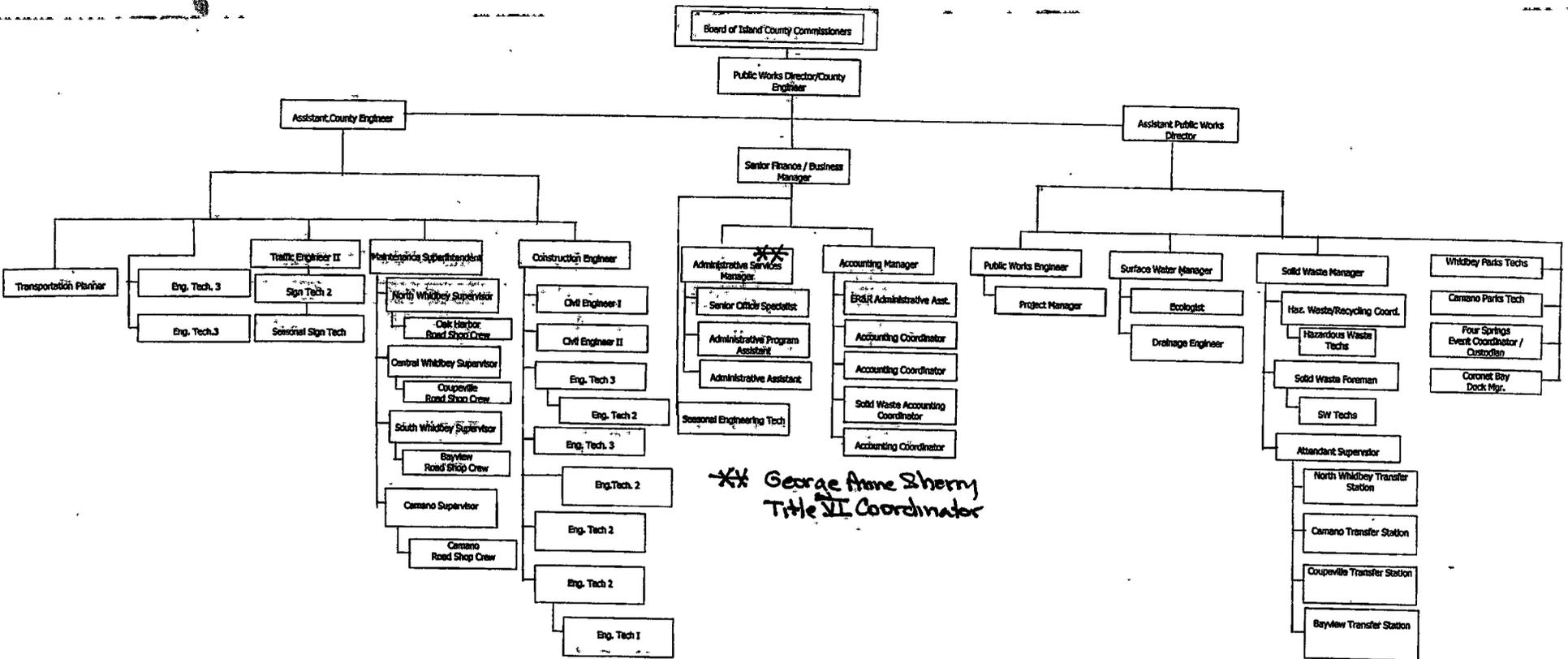
The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Washington State Department of Transportation pursuant to the provisions of Assurance 8.

The LESSEE, or himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

<sup>1</sup> Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

# ISLAND COUNTY PUBLIC WORKS



*\*\* George Anne Sherry  
Title VI Coordinator*

Attachment 1

Non-Discrimination Agreement  
Population Under 100,000  
Attachment 2

Projects that received federal funds during Island County Public Works reporting year:  
July/2015-June/2016

CRP 14-06 [Island County Optical Vehicle Detection – Ault Field Road & East Camano Drive - STPR-Z915(006) ] – had an initial approved dollar amount of \$220,000.00. This project location was on Whidbey Island (Ault Field Road/Oak Harbor) and Camano Island (East Camano Drive) all within Island County. The project was initially advertised in the legal paper of record, Whidbey News Times, as well as the Daily Journal of Commerce and the Stanwood Camano News. Copies of the plans/specifications were made available for review at the Office of the Island County Public Works Director/County Engineer. The project's legal notice was uploaded to the Island County web-site/Public Works home page. The legal notice and bidding documents were also available for viewing at [info@questcdn.com](mailto:info@questcdn.com). Incorporated within the plans and specifications provided were Title VI requirements. The contract was awarded with a dollar value of \$195,935.00. Washington State Department of Transportation applied the criteria for DBE goals and determined that setting a DBE and a training goal was not appropriate for the project. Therefore, Island County was not required to meet a DBE goal for this project.

In all legal notices and plans & specifications the Title VI Non-Discrimination statement was specifically stated, or incorporated by reference, to the 2014 WSDOT Standard Specifications. A review was done of submitted bids for this project to ensure the bidder met any DBE threshold that would have been identified within the project.

Title VI responsibilities for project(s) listed:

1. Have signed policy statement expressing recipient's commitment to the nondiscrimination provisions of Title VI readily available for public review in addition to publication in legal paper of record for projects call for bids.
2. Ensure that all managers involved with the project are aware of Title VI requirements.
3. Ensure public information on the project is available for dissemination and, where appropriate, in language(s) other than English.
4. Process, record and disseminate any Title VI complaints that may be received on this project.
5. Include any/all federally funded projects are submitted for review in the Non-discrimination Agreement Annual Report – Population under 100,0000
6. Ensure that any DBE requirements have been and are being met.



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 7/18/16  
Agenda Item No 9  
 CONSENT AGENDA  
 REGULAR AGENDA  
 PUBLIC HEARING/MTG  
Resolution/Ordinance No:

<b>DEPARTMENT:</b> Public Works	
<b>DIVISION:</b> (if applicable) Solid Waste	
<b>STAFF CONTACT:</b> Joantha Guthrie x7338	
<b>AGENDA SUBJECT:</b> Purchase Order for Miscellaneous parts for AMFAB Compactor Unit at Coupeville Transfer Station	
<b>BACKGROUND/SUMMARY:</b>	<b>WORK SESSION DATE:</b> (if applicable) <u>7/16/16</u>
Island County owns and operates an AMFAB trash compactor at the Coupeville Transfer Station. There are few of these compactors still in use. Skagit County discontinued the use of their AMFAB compactor and has many usable parts that work with Island County's compactor. Skagit County Solid Waste has agreed to sell Island County Solid Waste miscellaneous parts including a main cylinder, main power unit sled, main PLC processor, PLC input module, hose reel hydraulic motor with coupling, check valv, tank heater, manifold, limit switches, gate/hopper lid valve assembly, set of three pumps, position sensor winch relief valve, and station controller unit with remote.	
<b>FISCAL IMPACT/FUNDING SOURCE:</b> There are sufficient funds in the Solid Waste fund to cover this purchase.	
<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>	

[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 _____                                   |



PURCHASE ORDER

10953

Please reference number on invoice

Island County Public Works/Solid Waste Department  
PO Box 5000  
Coupeville, WA 98239-5000  
(360) 678-5111

Order date 6/23/2016 Contact Phone # (360) 679-7338  
Ordered by Jeantha Guthrie Approved by \_\_\_\_\_

Requested for \_\_\_\_\_  
Approved: William E. Oakes, PE/Director For Richard M. Hannold  
Chair, BOICC

Vendor Name Skagit County Public Works Solid Waste Division Contact Person Margo Gillaspay  
Address 1800 Continental Place City / State / Zip Mount Vernon, WA 98273  
Phone 360-416-1441 Fax \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_

This purchase order is for  Goods  General Services  Professional Services  Public Works Construction

Risk Manager Contract # RM-PW-2016-235 Risk Manager Signature Marlow 06/24/2016  
Vendors & Quotes Per ICC 2.30A.020 & 2.30A.050 1) Exempt per 2.30A.010(9) \$ ROW 39,33.010  
3) \_\_\_\_\_ 4) \_\_\_\_\_ 5) \_\_\_\_\_

Remarks / Attachments Parts for the Repair of AMFAB compactor at Coupeville Transfer Station

Date Required \* \_\_\_\_\_ Place of Delivery 20018 SR20, Coupeville, WA

\* Please notify us immediately if you are unable to ship complete order to be received by date specified \*

Quantity	BARS #	Job #	Item Number / Description	Unit Price	Amount
1			Misc. Used Parts for AMFAB Compactor including: Main power unit sled, main PLC processor, PLC input module, Hose reel hydraulic motor with coupling, check valve, tank heater manifold, Limit switches, Gate/Topper lid valve assembly, Main cylinder, Set of three pumps, position sensor winch relief valve, and Station Controller unit with remote		\$30,000

I have read and agree to the terms of this Purchase Order (front, back, and any attachments).

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_

(VENDOR MUST RETURN SIGNED PURCHASE ORDER BEFORE GOODS OR SERVICES ARE RENDERED)

Subtotal \_\_\_\_\_  
Freight \_\_\_\_\_  
Tax \_\_\_\_\_  
TOTAL \$30,000.00



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 7/12/16  
Agenda Item No 10

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

<b>DEPARTMENT:</b> Commissioners	
<b>DIVISION:</b> <i>(if applicable)</i>	
<b>STAFF CONTACT:</b> Pam	
<b>AGENDA SUBJECT:</b> Recommend reappointment to the Northwest Senior Services Advisory Board, Position # 3.	
<b>BACKGROUND/SUMMARY:</b>	<b>WORK SESSION DATE:</b> 7/6/16
The Board reviewed the application at their July 6, 2016 work session and approved moving recommendation forward to the July 12, 2016 agenda.	
<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 <i>(describe)</i> _____	
<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 _____

**NORTHWEST SENIOR SERVICES ADVISORY BOARD** <http://www.nwrcwa.org/nwrc-governing-board/nwssb-advisory-board/>



Some of the currently functioning committees/boards/task forces thru the Northwest Regional Council consist of: Northwest Senior Services Advisory Board; Area Agency on Aging, LEARN Board (Law Enforcement and Radio Net-work); and Chore Services Proposal Review Task Force.

Regulations promulgated by the U.S. Department of Social and Health Services. A Planning Services Agency of aging for the four-county area of Whatcom, San Juan, Skagit and Island Counties. **Three year terms.**

POSITION	MEMBER	ORIG. APPT. DATE	TERM EXPIRES
1.	William Thorn	11/8/10	06/30/18
2.	Kenneth O'Mhuan	09/11/00	06/30/17
3.	Bob Monize	09/14/09	06/30/16
4.	James Cloore	02/17/16	06/30/19

Bob Monize, Position #3, requested reappointment.



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 7/12/16  
Agenda Item No 11

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

DEPARTMENT: Commissioners

DIVISION: (if applicable)

STAFF CONTACT: Pam

AGENDA SUBJECT: Recommend appointment to the Lodging Tax Advisory Committee, Position # 4.

BACKGROUND/SUMMARY:

WORK SESSION DATE: 7/6/16

The Board reviewed the application at their July 6, 2016 work session and approved moving recommendation forward to the July 12, 2016 agenda.

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 \_\_\_\_\_

## **LODGING TAX ADVISORY COMMITTEE**



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

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

### **REPRESENTIVES OF BUSINESSES SUBJECT TO THE TAX**

<b>POSITION</b>	<b>MEMBER</b>	<b>Representing</b>	<b>Term</b>
1.	Tom Felvey	South Whidbey	10/14/16
2.	Robyn Myers	Central Whidbey	12/09/16
3.	Pamela Estes	North Whidbey	6/16/18

### **REPRESENTIVES OF ORGANIZATIONS ELIGIBLE TO RECEIVE THE TAX FUND**

<b>POSITION</b>	<b>MEMBER</b>	<b>Representing</b>	<b>Term</b>
4.	VACANT	Camano Island	12/15/17
5.	Cynthia Mason	At-Large	10/14/16
6.	Lisa Bernhardt	At-Large	5/12/18

The Board received on application for Position #4 from Bob Chalfant.



ISLAND COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA BILL

MEETING DATE: 7/12/16  
Agenda Item No 12

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

DEPARTMENT: Commissioners

DIVISION: (if applicable)

STAFF CONTACT: Pam

AGENDA SUBJECT: Recommend appointment/reappointment to the Housing Advisory Board, Position # 8, 10, 14 & 16

BACKGROUND/SUMMARY: WORK SESSION DATE: 7/6/16

The Board reviewed the applications at their July 6, 2016 work session and approved moving recommendation forward to the July 12, 2016 agenda.

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 \_\_\_\_\_

**HOUSING ADVISORY BOARD, ISLAND COUNTY**

POSITION	MEMBER	REPRESENTING	APPT.DATE	TERM EXPIRES
1.	Brigid Reynolds	City of Langley	6/24/13	6/16/18
2.	Mary Anderson	City of Oak Harbor	6/24/13	6/24/18
3.	Molly Hughes	Town of Coupeville	6/24/13	6/24/18
4.	Meredith Penny	Planning & Community Development	6/24/13	6/16/18
5.	Laura Luginbill	Island County Health Department	6/24/13	6/16/18
6.	Carol Jensen	Camano Island	6/24/13	6/16/18
7.	Lisa Clark	Private Non-Profit Organization	6/24/13	6/16/18
8.	Gary Wray – At Large	Construction	6/24/13	6/24/16
9.	Paige Bates	Property Management	1/12/16	1/12/19
10.	Jason McFadyen-At Large	Property Management	6/24/13	6/24/16
11.	Annie Cash – At Large	Real Estate	6/24/13	6/16/18
12.	Margie Porter – At Large	Low Income	6/24/13	6/16/18
13.	Cathy Niro – At Large	Low Income	6/24/13	6/24/18
14.	Hap Fakkema – At Large	Low Income	6/24/13	6/24/16
15.	VACANT	Low Income	6/24/13	6/16/18
16.	Teri Anania – At Large	Low Income	6/24/13	6/24/16
	Catherine Reid-Staff			

Gary Wray, Position #8, requested reappointment.

Jason McFadyen, Position #10, requested reappointment.

Teri Anania, Position #16, requested reappointment.

The Board received two applications requesting appointment:

- o Ken Eelkema
- o Brett D'Antonio