

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

JUNE 7, 2016

10:00 a.m. Regular Meeting

JUNE 8, 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 6th Street, Coupeville, WA

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

MEETING AGENDA – JUNE 7, 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.

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
- 2) Approve Minutes from previous meeting(s): Work Sessions – 5/2 and 5/4/16

Facilities Management

- 3) [Resolution C-72-16](#) Purchasing Software from Cascade Systems Software as a Sole Source Item Exempt from Competitive Bidding for WIN-CAMS Software that merges with Integrated Financial Accounting System (IFAS)
- 4) [Purchase Order No. 10805](#) – Cascade Software Systems, Inc.; Win-Cams Software Design, Development and Implementation. Amount: \$29,980 (RM-FAC-2016-157)
- 5) [Agreement](#) with Cascade Software Systems, Inc. to provide ongoing Maintenance to WIN-CAMS software designed for Facilities Management. Amount: \$3,000 annually (RM-FAC-2016-158)

ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS
Meeting Agenda – June 7, 2016

Natural Resources

- 6) [Contract Amendment No. 6](#) with Puget Sound Partnership – Island County Local Integrating Organization. This amendment adjusts the budget under Task 5 only without an overall impact to the contract amount. The subcontract budget total is reduced by \$24,449 while the salary and benefits budget for the LIO Coordinator is increased by \$24,449. Contract No. 2015-01; Amount: -0- (RM-DNR-2016-174)

Public Works

County Roads

- 7) [Resolution C-66-16](#) (R-30-16) Surplus of County Property – 1985 Peerless Pony Trailer No. 440
- 8) [Resolution C-67-16](#) (R-31-16) Surplus of County Property – 1999 Trilux PCMS Message Board No. 500
- 9) [Resolution C-68-16](#) (R-32-16) Approving Plans and Specifications and Authorizing Call for Bids for County Signing Upgrades; CRP 15-03, JL 00436-0203 (HSIP-OOOS(393)) (RM-PW-2016-58) (PW-1620-003)
- 10) [Contract/Contract Bond](#) – Island Asphalt and Sitework, Inc.; Harbor Avenue/SR 525 Turn Lane; CRP 15-06, JL 01901-0201. Amount: \$94,635.30 (RM-PW-2016-135) (PW-1620-074)

Drainage

- 11) [Resolution C-69-16](#) (R-33-16) Approving Plans and Specifications and Authorizing Call for Bids for Maxwellton Road North Outfall; CDP 16-05, JL 1082-0101 (RM-PW-2016-177) (PW-1620-085)

Solid Waste

- 12) [Resolution C-70-16](#) (R-34-16) Amending PWP 15-02, JL 01063-0101; Island County Septage Treatment Plan Upgrades

Parks

- 13) [Agreement](#) – Assignment of Rights – WA State Recreation and Conservation Office; Glendale Beach Access (Uplands) Conservation Easement; Grant No. 14-1531; Parcels S7010-00-00034-0 through S7010-00-00033-0, S7010-00-00035-0, S7010-00-00033-3; and S7010-00-00054-0 (RM-PW-2016-78) (PW-1620-025)
- 14) [Agreement](#) – Assignment of Rights – WA State Recreation and Conservation Office; Glendale Beach Access Conservation Easement; Grant No. 14-1531; Parcels S7010-00-00053-1; S7010-00-00049-0; S7010-00-00043-0; and S7010-00-00053-2 (RM-PW-2016-79) (PW-1620-026)

Regular Agenda

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

Commissioners

- 15) [Recommend](#) Appointment to the Solid Waste Advisory Committee, Position No. 13

Long Range Planning

- 16) [Schedule Public Hearing: Ordinance C-71-16](#) (PLG-008-16) Finishing Amending Island County's Development Regulations to Protect Fish and Wildlife Habitat Conservation Areas. The ordinance addresses amendments to the Fish and Wildlife Habitat protection regulations to address compliance actions for Issues 6, 7, 8 and 9 of the Growth Management Hearings Board Final Order 14-2-0009 regarding a) Natural Area Preserve Buffers (Naas NAP); b) Western Toad; and c) Native Prairies, Herbaceous Balds and Oak Woodlands. Date and Time: June 21, 2016 at 10:15 a.m.

**ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS
Meeting Agenda – June 7, 2016**

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.]

JUNE 8, 2016 @ 9:00 a.m.

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

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

NOTICE: Persons with disabilities requiring elevator access to the Hearing Room, please call twenty-four (24) hours prior to the scheduled event: (360) 678-7919 from North Whidbey; (360) 629-4522 Ext. #7919 from Camano Island; or (360) 321-5111 Ext. #7919 from South Whidbey
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COUNTY OF ISLAND
STATE OF WASHINGTON
EXPENDITURE APPROVALS
June 7, 2016

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

VOUCHER APPROVALS					
Department		Department		Department	Amount
Assessor	\$ 399.90	Facilities	\$ 46,149.78	Planning	\$ 15,887.20
Auditor	\$ 128.22	Non Departmental (90)		Prosecuting Attorney	\$ 1,664.88
Budget		GSA	\$ 27,343.11	Public Health	\$ 2,886.77
Clerk	\$ 1,512.20	Human Resources	\$ 1,666.12	Public Works	\$ 457,489.35
Commissioners	\$ 1,627.54	Human Services	\$ 76,560.55	Sheriff	\$ 81,891.60
Coroner	\$ 2,726.56	Information Technology	\$ 3,098.36	Superior Court/Juvenile	\$ 31,822.82
District Court	\$ 3,806.44	Miscellaneous (Comm)	\$ 10,576.13	Treasurer	\$ 548.40
Emergency Management	\$ 71.02	Natural Resources	\$ 945.75		
Extension Services	\$ 70.44	Non Departmental (00)	\$ 15,225.64		
Total					\$ 784,098.78

*WARRANT APPROVALS				
	Warrant #	through	Warrant #	
	510272		510496	\$ 809,729.22
Total				\$ 809,729.22

*Includes Immediate Pay checks for Misc. Payroll \$413,268.18

EFT APPROVALS			
Description		Fund	
EFT Debit Card Settlement Date 5/19/2016		997	\$ 431.45
EFT Debit Card Settlement Date 5/20/2016		997	\$ 261.00
EFT Debit Card Settlement Date 5/21/2016		997	\$ 6.52
EFT Debit Card Settlement Date 5/22/2016		997	\$ 78.33
EFT Debit Card Settlement Date 5/23/2016		997	\$ 142.91
EFT Debit Card Settlement Date 5/24/2016		997	\$ 15.00
EFT Debit Card Settlement Date 5/25/2016		997	\$ 538.33
EFT Debit Card Settlement Date 5/26/2016		997	\$ 129.70
EFT Debit Card Settlement Date 5/27/2016		997	\$ 56.75
EFT Debit Card Settlement Date 5/28/2016		997	\$ 1,186.59
EFT Debit Card Settlement Date 5/30/2016		997	\$ 146.75
EFT Debit Card Settlement Date 5/31/2016		997	\$ 44.99
EFT Debit Card Settlement Date 6/1/2016		997	\$ 377.99
EFT Mass Mutual 457 Plan Settlement Date 5/31/2016		997	\$ 13,675.00
EFT Nationwide Retirement 457 Plan Settlement Date 5/31/2016		997	\$ 1,200.00
EFT Department of Retirement Systems 457 Settlement Date 5/31/2016		997	\$ 3,940.00
EFT HRA/VEBA Settlement Date 5/31/2016		997	\$ 4,325.00
EFT Payroll Taxes Pay Date 5/27/2016		997	\$ 228,163.27
Total			\$ 254,719.58

PAYROLL APPROVALS				
Description Pay Period	May 1 - May 14, 2016	Pd: May 27, 2016		
Warrants	41947	through	41966	\$ 19,897.40
Direct Deposit				\$ 621,610.81
Total				\$ 641,508.21

APPROVED this 7th day of June 2016.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Richard M. Hannold, Chair

Jill Johnson, Member

Helen Price Johnson, Member

ATTEST:

Debbie Thompson, Clerk of the Board



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

MEETING DATE: 06/07/16
 Agenda Item No 3

 x CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

 Resolution/Ordinance No:
C-72-14

DEPARTMENT: Facilities Management	
DIVISION: Administration	
STAFF CONTACT: Larry Van Horn, Facilities Management Director	
AGENDA SUBJECT: WinCams Software design/development/implementation and maintenance agreement	
BACKGROUND/SUMMARY:	WORK SESSION DATE: (if applicable) <u>05/18/16</u>
<p>This purchase of software and the maintenance agreement from <u>Cascade Software Systems, Inc.</u>, provides cost accounting software (Win-Cams) for Facilities Management that integrates with the IFAS system currently being used in the Auditor's office. Win-Cams is the current cost accounting software used by Island County Public Works, since 2006. A search for other sources for this service has not produced any other vendors who can offer the same combination of software and service to meet the requirements needed for this project.</p> <ul style="list-style-type: none"> ✓ • <u>Resolution: Sole Source</u> • <u>Contract no: RM-FAC-2016-157 for Win-Cams software design, development and implementation</u> has been signed by Cascade Software, Inc., and has been approved by the Prosecuting Attorney and Risk Management (PO# 10805) • <u>Contract no: RM-FAC-2016-158 for Win-Cams software maintenance agreement</u> has been signed by Cascade Software, Inc., and has been approved by the Prosecuting Attorney and Risk Management 	
FISCAL IMPACT/FUNDING SOURCE:	
REET 1 funding for software design, development & implementation --- \$29,980.00 REET 1 funding for ongoing annual maintenance ----- \$3,000.00	
RECOMMENDED ACTION:	
<input checked="" type="checkbox"/> Approve/Adopt <input type="checkbox"/> Schedule Public Hearing/Meeting <input type="checkbox"/> Continue Public Hearing/Meeting <input type="checkbox"/> Information/Discussion <input type="checkbox"/> Other (describe) _____	
SUGGESTED MOTION:	

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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 PURCHASING WIN-CAMS
SOFTWARE FROM CASCADE SOFTWARE
SYSTEMS, INC. AS A SOLE SOURCE ITEM
EXEMPT FROM COMPETITIVE BIDDING FOR
INTEGRATION WITH THE ISLAND COUNTY
IFAS ACCOUNTING SYSTEM**

RESOLUTION NO. C - 72 - 16

WHEREAS, Island County Code 2.29.030 (A) 5 provides an exemption from competitive solicitation requirements for electronic data processing or telecommunications products and services that are clearly and legitimately limited to a sole source; and

WHEREAS, sole source means a service providing professional or technical expertise of such a nature that the provider is clearly and justifiably the only practical source to provide the service; and

WHEREAS, in 2007 Island County contracted with Cascade Software Systems, Inc. to install their proprietary Cost Accounting Management Software, Win-Cams, on County servers. Cascade Software Systems, Inc. is the only source that can provide this software to Facilities Management; and

WHEREAS, since implementation, Cascade Software Systems Inc. has provided application and technical services in support of County use of Win-Cams; and

WHEREAS, Cascade Software is the only source for Win-Cams Computerized Maintenance Management Cost Accounting software which integrates with IFAS software and has the expert knowledge and experience in this process.

NOW, THEREFORE,

BE IT HEREBY RESOLVED that contracting with Cascade Software Systems Inc. for the Win-Cams Cost Accounting Management System which integrates to IFAS, is clearly and legitimately limited to a single source of supply and Island County may contract with Cascade Software without engaging in competitive bidding.

ADOPTED this _____ day of June, 2016.

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

RICHARD M. HANNOLD, Chair

Attest:

JILL JOHNSON, Member

Debbie Thompson, Clerk of the Board

HELEN PRICE JOHNSON, Member



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 06/07/16

Agenda Item No 4

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

Resolution/Ordinance No:

DEPARTMENT: Facilities Management

DIVISION: Administration

STAFF CONTACT: Larry Van Horn, Facilities Management Director

AGENDA SUBJECT: WinCams Software design/development/implementation and maintenance agreement

BACKGROUND/SUMMARY:

WORK SESSION DATE: (if applicable) 05/18/16

This purchase of software and the maintenance agreement from Cascade Software Systems, Inc., provides cost accounting software (Win-Cams) for Facilities Management that integrates with the IFAS system currently being used in the Auditor's office. Win-Cams is the current cost accounting software used by Island County Public Works, since 2006. A search for other sources for this service has not produced any other vendors who can offer the same combination of software and service to meet the requirements needed for this project.

- Resolution: Sole Source
- ✓ • Contract no: RM-FAC-2016-157 for Win-Cams software design, development and implementation has been signed by Cascade Software, Inc., and has been approved by the Prosecuting Attorney and Risk Management (PO# 10805)
- Contract no: RM-FAC-2016-158 for Win-Cams software maintenance agreement has been signed by Cascade Software, Inc., and has been approved by the Prosecuting Attorney and Risk Management

FISCAL IMPACT/FUNDING SOURCE:

REET 1 funding for software design, development & implementation --- \$29,980.00
 REET 1 funding for ongoing annual maintenance ----- \$3,000.00

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 _____



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 06/07/16

Agenda Item No 5

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

Resolution/Ordinance No:

DEPARTMENT: Facilities Management

DIVISION: Administration

STAFF CONTACT: Larry Van Horn, Facilities Management Director

AGENDA SUBJECT: WinCams Software design/development/implementation and maintenance agreement

BACKGROUND/SUMMARY:

WORK SESSION DATE: (if applicable) 05/18/16

This purchase of software and the maintenance agreement from Cascade Software Systems, Inc., provides cost accounting software (Win-Cams) for Facilities Management that integrates with the IFAS system currently being used in the Auditor's office. Win-Cams is the current cost accounting software used by Island County Public Works, since 2006. A search for other sources for this service has not produced any other vendors who can offer the same combination of software and service to meet the requirements needed for this project.

- Resolution: Sole Source
- Contract no: RM-FAC-2016-157 for Win-Cams software design, development and implementation has been signed by Cascade Software, Inc., and has been approved by the Prosecuting Attorney and Risk Management (PO# 10805)
- ✓ • Contract no: RM-FAC-2016-158 for Win-Cams software maintenance agreement has been signed by Cascade Software, Inc., and has been approved by the Prosecuting Attorney and Risk Management

FISCAL IMPACT/FUNDING SOURCE:

REET 1 funding for software design, development & implementation — \$29,980.00
 REET 1 funding for ongoing annual maintenance ————— \$3,000.00

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 _____

A G R E E M E N T

for

MAINTENANCE AND SYSTEM SERVICES

for

CAMS - COST ACCOUNTING MANAGEMENT SYSTEM

between

Cascade Software Systems, Inc.
P.O. Box 10723
911 Country Club Road, Suite 320
Eugene, OR 97401
(CONTRACTOR)

County of Island
Facilities Management
P.O. Box 5000
Coupeville, WA 98239-5000
(COUNTY)

AGREEMENT MADE AND ENTERED INTO this _____ day of _____, 2016, by and between the County of Island, a political subdivision of the State of Washington, located at Coupeville, Washington, (hereinafter referred to as the "COUNTY"), and Cascade Software Systems, Inc., an Oregon corporation, having its principal place of business at 911 Country Club Road, Suite 320, Eugene, Oregon, 97401 (hereinafter referred to as "CONTRACTOR").

WHEREAS, COUNTY desires to engage CONTRACTOR to provide both Accounting Software Maintenance and System Support Services by reason of CONTRACTOR's qualifications, experience, and facilities for doing the type of work herein contemplated; and CONTRACTOR has offered to provide the required Accounting Software and Support System Services on the terms set forth herein.

NOW, THEREFORE, COUNTY and CONTRACTOR, for good and valuable consideration, and in consideration of the premises and representations set forth herein, do hereby enter into this Agreement which specifies the terms and conditions by which COUNTY shall procure services from CONTRACTOR for support of the COUNTY Cost Accounting Management System (CAMS).

Section 1
DEFINITIONS

1.1 "CAMS" shall mean the Cost Accounting Management System developed by the CONTRACTOR for the Island County Facilities Management.

1.2 **"Confidential Information"** shall mean private information of COUNTY personnel files or other files which if disclosed to a third party could result in a compromise of the interests of the COUNTY or its personnel.

1.3 **"CONTRACTOR"** shall mean Cascade Software Systems, Inc.

1.4 **"COUNTY"** shall mean the County of Island.

1.5 **"Minor Problem"** shall mean any programming defect, error, failure, bug, any other malfunction in CAMS or any training problem that prevents it from operating in conformance with original System Specifications and which, if not corrected within thirty (30) working days, will cause COUNTY to incur additional costs or work not previously anticipated.

1.6 **"Major Problem"** shall mean any programming defect, error, failure, bug, any other malfunction in CAMS or any training problem that prevents it from operating in conformance with original System Specifications and which, if not corrected within forty-eight (48) hours, excluding weekends and holidays, will cause COUNTY to incur additional costs or work not previously anticipated.

Section 2

SCOPE OF WORK

2.1 Nature of Work

The work covered by this Agreement includes, but is not limited to, technical systems analysis, program development, preparation, unit and systems testing, data communications, project consultation, documentation, training, and status reporting for CAMS.

2.2 CAMS Maintenance

CONTRACTOR shall provide CAMS Maintenance as follows:

2.2.1 Introduction

CONTRACTOR will maintain the now current version of the CAMS plus any and all CONTRACTOR revisions and modifications implemented with COUNTY approval. During the term of this Agreement, CONTRACTOR will correct any programming or design defects, errors, failures, bugs, and any and all other malfunctions or any training problems in CAMS that prevents it from operating in conformance with the original System Specifications.

2.2.2 Notification and Determination of Problem Magnitude

COUNTY will notify CONTRACTOR of any problem with CAMS that prevents it from performing accordant to original System Specifications. A telephone call, fax message, or written notice from COUNTY Project Manager or designee shall serve as such notification. CONTRACTOR is to provide telephone response to such notification within forty-eight (48) hours.

During CONTRACTOR telephone response, COUNTY Project Manager or designee, in consultation with CONTRACTOR, shall determine the magnitude of the problem and whether it falls under Subsection 1.5 ("Minor Problem") or 1.6 ("Major Problem").

2.2.3 Performance Effort for Minor and Major Problem

CONTRACTOR will provide a resolution plan within forty-eight (48) hours, excluding weekends and holidays, of determination of problem magnitude. Resolution plan shall include CONTRACTOR's estimate of when and how problem will be resolved. If COUNTY Project Manager or designee agrees with CONTRACTOR's resolution plan, COUNTY Project Manager or designee shall provide verbal notice to CONTRACTOR of acceptance of resolution plan to be, optionally, followed by a written notice. Resolution plan shall provide for CONTRACTOR to

remedy Minor Problem within thirty (30) days and major problems within forty-eight (48) hours.

2.3 CAMS System Services

CONTRACTOR shall provide CAMS System Services, including program additions, modifications or other changes, as requested by COUNTY. All requests shall be in writing and shall define CONTRACTOR services requested. Such services shall include provisions for CONTRACTOR to add additional accounting functions, to remove software, or describe and document any and all CONTRACTOR installed improvements in CAMS. COUNTY and CONTRACTOR shall mutually agree in writing on a schedule and cost of such services, plus any annual maintenance costs resulting from such services.

2.4 Telephone Support

COUNTY may during normal business hours (8:00 a.m. - 5:00 p.m. PST) of CONTRACTOR, obtain telephone consultation covering the use of CAMS. CONTRACTOR reserves the right to limit such non-billable telephone consultation to COUNTY to no more than one hour per week.

Section 3

AMENDMENTS AND MODIFICATIONS

Any changes to this Agreement requested either by COUNTY or CONTRACTOR may be effected if mutually agreed upon in writing by COUNTY's Project Manager and CONTRACTOR's Representative.

Section 4

Payments

4.1 CAMS Maintenance

COUNTY shall pay to CONTRACTOR, subject to COUNTY receiving a valid annual invoice from CONTRACTOR, commencing on January 1, 2016, a fee for a total of \$ 3,300 pro-rated. Please note that actual 2016 fees will be pro-rated effective the date that CAMS is accepted by Island County Facilities Management and runs in full production mode.

4.2 CAMS Systems Services

COUNTY shall pay CONTRACTOR the annual maximum not-to-exceed amount of up to \$ 0.00 for all services performed under Subsection 2.3 of this Agreement. Payment will be made upon receipt of valid invoice specifying the services provided, dates of services, labor hours required, and the rate per labor hour. System Services invoices shall be reviewed and approved by the designated Project Manager.

4.3 CONTRACTOR Expenses

COUNTY shall pay CONTRACTOR, subject to prior COUNTY approval, reasonable travel expenses for trips to Island County. Said travel expenses shall be billed on a monthly basis.

4.4 Invoices and Prompt Payment Due

Payment will be made to CONTRACTOR within thirty (30) days after COUNTY receipt: of a valid annual invoice for CAMS Maintenance; or, of a valid invoice for CAMS System Services; or, of a valid invoice for CAMS Expenses. Invoices shall be sent to:

County of Island
Facilities Management
P.O. Box 5000
Coupeville, WA 98239-5000

Section 5

PROJECT MANAGEMENT AND REPORTING

5.1 COUNTY Project Manager

Upon execution of this Agreement, COUNTY shall appoint the Facilities Management Administrative Services Officer as the Project Manager. The Contractor shall appoint Aad F. Alkemada as the Contractors' Project Manager. The Contractors' Project Manager shall not be changed without the prior written consent of the County.

Section 6

TERM AND TERMINATION

6.1. This Agreement shall commence on the date first written above and shall continue for one year thereafter. It shall be automatically renewed annually on the anniversary date of this Agreement, unless terminated by either party within thirty (30) days of said date. CONTRACTOR will submit a written renewal notice to COUNTY with updated Rates for Subsection 4.1 "CAMS Maintenance" not later than 60 days prior to the anniversary date.

6.2 Either party may terminate this Agreement upon the occurrence of a material breach hereof by the other party, which material breach has not been cured within thirty (30) working days after receipt of written notice thereof by the breaching party from the other.

Section 7

INDEMNIFICATION AND LIABILITY

7.1 If any claim is asserted or action or proceeding is brought against the COUNTY which alleges that all or any part of CAMS Maintenance and CAMS System Services made or supplied by CONTRACTOR, for the COUNTY's use thereof, infringes or misappropriates any United States copyright or patent, or any trade secret, contract, license, or other proprietary right, the COUNTY shall give CONTRACTOR prompt written notice thereof. CONTRACTOR shall defend any such claim or action with counsel of the COUNTY's choice and at CONTRACTOR's expense and shall indemnify the COUNTY for any costs, including reasonable attorney's fees, and damages actually incurred by the COUNTY in connection therewith.

7.2 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request, defend the COUNTY, its officers, agents, and employees from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers, agents, or employees under this Agreement.

Section 8

INSURANCE

8.1 CONTRACTOR, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement:

8.2 Comprehensive General Liability Insurance policy (the "Policy") in the face insurable amount of no less than one million dollars (\$1,000,000.00), covering any and all possible insurable claims which can or may arise from this Agreement, including, but not limited to, infringements and trade secret claims, breach of warranty claims, breach of contract claims, third-party claims, inability to perform and force majeure, bodily injury, accidental death and property damage and similar matters,

and may be in the form of a combined single limit policy.

8.3 Workers Compensation insurance in accordance with the State of Washington Labor Code.

Section 9

SECURITY COMPLIANCE

9.1 CONTRACTOR shall not disclose or use any COUNTY Confidential Information provided by COUNTY except as required in and by the terms of this Agreement. CONTRACTOR shall safeguard any COUNTY property used during the duration of this agreement.

9.2 CONTRACTOR and COUNTY shall take all reasonable precautions to prevent such disclosure or use of any such Confidential Information.

9.3 Within seven (7) days of expiration or termination of this Agreement, as provided herein, CONTRACTOR shall return to the COUNTY at the address given, all Confidential Information, or property, embodied in written, magnetic or other form and any other property belonging to the COUNTY.

Section 10

ENTIRE AGREEMENT

10.1 This agreement constitutes the entire understanding of the parties hereto and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be changed or modified unless in writing and signed by all parties hereto.

Section 11

ENFORCEMENT

11.1 This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington and all clauses, including "Whereas" and "Definitions", shall be given operative effect.

Section 12

INDEPENDENT CONTRACTOR

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an independent capacity and not as an officer or agent of the COUNTY.

Section 13

WAIVER

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have so waived or consented. Failure of COUNTY to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof.

Section 14

SEVERABILITY

If any part of this Agreement is found violative of any law or is found to be otherwise legally defective, this Agreement shall be construed and interpreted without reference to any such part.

WHEREFORE, IN WITNESS HEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of such signature duly authorized by all necessary and appropriate corporate and public action to execute this Agreement.

CASCADE SOFTWARE SYSTEMS, INC.



Aad F. Alkemade, President

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

RICHARD M. HANNOLD, Chairman

HELEN PRICE JOHNSON, Member

JILL JOHNSON, Member

ATTEST:

Debbie Thompson
Clerk of the Board



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 6/7/16
 Agenda Item No 6

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: Puget Sound Partnership – Island County Local Integrating Organization (LIO)
 Contract No. 2015-01; Amendment No. 6; Risk No. RM-DNR-2016-174

BACKGROUND/SUMMARY: **WORK SESSION DATE:** 6/1/2016
 Amendment No. 6 adjusts the Task 5 budget only by decreasing subcontract totals by \$24,449 and increasing salary and benefits LIO Coordinator budget by \$24,449 (resulting in no monetary change overall to the contract).
 Contract Amount: \$245,000
 Amendment Amount: \$0.00
 Previous Contract Amount: \$245,000
 Legal and Risk Reviews are both complete for this amendment.

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 #6

Agreement Number: 2015-01
Title: Island County LIO – FFY2014 Funding

This agreement is made and entered into by and between the state of Washington, Puget Sound Partnership (PSP), and the below named firm, hereinafter referred to as "CONTRACTOR."

CONTRACTOR INFORMATION	Project Manager	
Island County PO Box 5000 Coupeville, WA 98239-5000	Lori Clark L.Clark@co.island.wa.us (360) 679-7352	UBI: 151000298 EIN: 193740040 DUNS: Type:
	Fiscal: Vanya Brown vbrown@co.island.wa.us (360) 678-7889	
PSP INFORMATION	Project Manager	
PUGET SOUND PARTNERSHIP 326 EAST D STREET TACOMA, WA 98421-1801	Suzanna Stoike Suzanna.stoike@psp.wa.gov (360) 701-4604	

PURPOSE

The purpose of this amendment is adjust the Task 5 budget as follows:

- Decrease subcontracts budget by eliminating result chains consultant in the amount of \$27,000
- Decrease subcontracts budget by eliminating the SI and IS team involvement in the amount of \$2,250.
- Increase subcontracts budget by \$4,801 to provide for additional data synthesis services for a new total of \$37,701.
- Increase the LIO Coordinator salary costs by \$19,717 for a new total of \$31,160
- Increase the LIO Coordinator benefits by \$4,733 for a new total of \$7,479

PERIOD OF PERFORMANCE

The period of performance remains unchanged for Task 5 from June 29, 2015 to September 30, 2016, as specified in Amendment #4.

COMPENSATION AND PAYMENT

Total compensation payable to CONTRACTOR remains unchanged.

EXHIBIT B. STATEMENT OF WORK

Statement of work remains unchanged

EXHIBIT C-1. BUDGET

Reducing subcontracts total budget by \$24,449 and increasing salary and benefits LIO Coordinator budget by \$24,449. (See Exhibit C-1 below)

All other Terms & Conditions of the original agreement remain in full force and effect.

APPROVAL

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

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

Island County, Washington

Puget Sound Partnership

Board of County Commissioners Date
Richard M. Hannold, Chair

Jennifer S. Benn Date
Director of Administrative Services

Exhibit C-1
Revised Budget for Amendment #6

CONTRACT: 2015-01 Amendment #6							
PROJECT TITLE: Island County LIO							
				TASK 5		TOTAL	
				Supplemental Grant funds to develop 5-year Ecosystem Recovery Plans and 2-year Implementation Plans			
	Job Classification	UNIT	RATE	UNITS	COST	UNITS	COST
SALARY COST	LIO Planner	HR	\$23.58	2,080	\$ 49,046	2080	\$ 49,046
	LIO Coordinator	HR	\$27.91	1,116	\$ 31,160	1116	\$ 31,160
TOTAL SALARY				3,196	\$ 80,206	3,196	\$ 80,206
BENEFITS	LIO Planner	HR	40%		\$ 19,618		\$ 19,618
	LIO Coordinator	HR	24%		\$ 7,479		\$ 7,479
TOTAL BENEFITS					\$ 27,097		\$ 27,097
OVERHEAD	15%				\$ 22,174		\$ 22,174
OTHER DIRECT COSTS	Office Supplies				\$ 1,500		\$ 1,500
	outreach materials				\$ 1,000		\$ 1,000
Total ODCs			\$ -		\$ 2,500		\$ 2,500
SUBCONTRACTS							\$ -
	Consultant-Data Synthesis		\$ 140.00	269	\$ 37,701		\$ 37,701
					\$ -		\$ -
					\$ -		\$ -
TOTAL SUBCONTRACTORS			0.00		\$ 37,701		\$ 37,701
TRAVEL EXPENSES			\$ -		\$ 322		\$ 322
TOTAL TRAVEL					\$ 322		\$ 322
TOTAL COSTS					\$ 170,000		\$ 170,000



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

MEETING DATE: 6/7/16	#7
<input checked="" type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	REGULAR AGENDA
<input type="checkbox"/>	PUBLIC HEARING/MTG
C-666-16/R-30-16	
<input type="checkbox"/>	RESOLUTION/ORDINANCE NO

DEPARTMENT:	Public Works										
DIVISION: <i>(if applicable)</i>	ER&R										
STAFF CONTACT:	Matt Nienhuis x7964										
AGENDA SUBJECT:	Surplus of County Property										
BACKGROUND/SUMMARY:	<p align="right">WORK SESSION DATE <i>(if applicable)</i> <u>5/4/16</u></p> <p>The Public Works Department has a 1985 Peerless Pony Trailer #440, VIN # 1PLWO3425FWB54210 which has lost its economic value.</p> <p>Surplus of pony trailers was discussed at the 5/4/16 work session. This will be part of the City of Oak Harbor auction on 6/11/16.</p> <p align="center"><i>Resolution C-666-16/R-30-16</i></p>										
FISCAL IMPACT/FUNDING SOURCE:											
RECOMMENDED ACTION:	<table border="0"> <tr> <td><input checked="" type="checkbox"/></td> <td>Approve/Adopt</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Schedule Public Hearing/Meeting</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Continue Public Hearing/Meeting</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Information/Discussion</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Other <i>(describe)</i> _____</td> </tr> </table>	<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> _____
<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> _____										
SUGGESTED MOTION:	Approve the Resolution to surplus county property #440.										

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF THE SURPLUS OF
COUNTY PROPERTY: 1985 PEERLESS
PONY TRAILER #440

)
)
)

RESOLUTION C- 66 -16
R- 30 -16

WHEREAS, Island County has certain personal property, a 1985 Peerless Pony Trailer #440, VIN 1PLWO3425FWB54210, which has lost its economic value/utility and is no longer needed for public use; and

WHEREAS, pursuant to Island County Code sections 2.31.080, 2.31.100(A)(2), and 2.31.130(B) the Board of County Commissioners may declare such property surplus and direct its disposal; and

WHEREAS, it is in the best interest of the County and the citizens thereof that said item be sold or disposed of; NOW THEREFORE,

BE IT HEREBY RESOLVED that the item noted herein shall be sold or disposed of in accordance with Island County Code sections 2.31.080, 2.31.100(A)(2), and 2.31.130(B).

DATED this _____ day of _____, 2016.

BOARD OF COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Richard M. Hannold, Chair

Jill Johnson, Member

Helen Price Johnson, Member

ATTEST:

Debbie Thompson, Clerk of the Board



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

MEETING DATE: 6/7/16 #8	
<input checked="" type="checkbox"/>	CONSENT AGENDA
<input type="checkbox"/>	REGULAR AGENDA
<input type="checkbox"/>	PUBLIC HEARING/MTG
C-07-16/R-31-16	
RESOLUTION/ORDINANCE NO	

DEPARTMENT:	Public Works
DIVISION: <i>(if applicable)</i>	ER&R
STAFF CONTACT:	Matt Nienhuis x7964
AGENDA SUBJECT:	Surplus of County Property
BACKGROUND/SUMMARY:	<p>WORK SESSION DATE <i>(if applicable)</i> <u>4-30-16</u></p> <p>The Public Works Department has a 1999 Trilux PCMS Message Board #550, VIN # 1A9UP0812TA378186 that has lost its economic value.</p> <p>This is an addition to the surplus items as part of the Interlocal Agreement with the City of Oak Harbor and Island County that was signed on 4/26/16 for the City-Wide Auction on 6/11/16.</p> <p align="center"><i>Resolution C-07-16 / R-31-16</i></p>
FISCAL IMPACT/FUNDING SOURCE:	
RECOMMENDED ACTION:	<input checked="" type="checkbox"/> Approve/Adopt <input type="checkbox"/> Schedule Public Hearing/Meeting <input type="checkbox"/> Continue Public Hearing/Meeting <input type="checkbox"/> Information/Discussion <input type="checkbox"/> Other <i>(describe)</i> _____
SUGGESTED MOTION:	Approve the Resolution to surplus county property #500.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF THE SURPLUS OF) RESOLUTION C- 07 -16
COUNTY PROPERTY: 1999 TRILUX) R- 31 -16
PCMS MESSAGE BOARD #500)

WHEREAS, Island County has certain personal property, a 1999 Trilux PCMS Message Board #500, VIN 1A9UP0812TA378186, which has lost its economic value/utility and is no longer needed for public use; and

WHEREAS, pursuant to Island County Code sections 2.31.080, 2.31.100(A)(2), and 2.31.130(B) the Board of County Commissioners may declare such property surplus and direct its disposal; and

WHEREAS, it is in the best interest of the County and the citizens thereof that said item be sold or disposed of; NOW THEREFORE,

BE IT HEREBY RESOLVED that the item noted herein shall be sold or disposed of in accordance with Island County Code sections 2.31.080, 2.31.100(A)(2), and 2.31.130(B).

DATED this _____ day of _____, 2016.

BOARD OF COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Richard M. Hannold, Chair

Jill Johnson, Member

Helen Price Johnson, Member

ATTEST:

Debbie Thompson, Clerk of the Board



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 6/7/16

CONSENT AGENDA #9
 REGULAR AGENDA
 PUBLIC HEARING/MTG
C-68 -16/R-32-16
RESOLUTION/ORDINANCE NO

DEPARTMENT: Public Works

DIVISION: (if applicable)

STAFF CONTACT: Spencer Keane

AGENDA SUBJECT: Call for Bids for 2014 Island County Road Safety Program

BACKGROUND/SUMMARY:

WORK SESSION DATE: (if applicable) 1/21/15

The 2014 Island County Road Safety Program will include installation of guardrail and upgrade signing at various locations throughout the county. The County Signing Upgrade and County Guardrail Project are the two projects that make up the safety program.

Resolution C-68 -16/R-32-16

FISCAL IMPACT/FUNDING SOURCE:

2014 Island County Safety Program \$924,140 HSIP

RECOMMENDED ACTION:

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

SUGGESTED MOTION:

Approve and sign the Call for Bids for 2014 Island County Safety Program.

[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 APPROVING PLANS)
& SPECIFICATIONS AND AUTHORIZING) RESOLUTION NO. C-68 -16
CALL FOR BIDS FOR COUNTY SIGNING) R- 32 -16
UPGRADE, CRP 15-03 JL 00436-0203)
HSIP-000S(393))

WHEREAS, sufficient funds are available in the Island County Road Fund for County Signing Upgrades, CRP 15-03/JOL 00436-0203. NOW, THEREFORE,

BE IT HEREBY RESOLVED that the Plans and Specifications are approved and that the County Engineer is authorized and directed to call for bids for furnishing said construction. Bid Opening is to be the 13th day of June, 2016 at 12:30 P.M. in Room 116, County Administration Building 1 NE 7th Street, Coupeville, Washington 98239.

ADOPTED this ____ day of June, 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

**COUNTY SIGNING UPGRADES
JL 00436-0203 CRP 15-03 HSIP-000S(393)
CONTRACT PROVISIONS**

March 2016



Island County Public Works

Roads Division

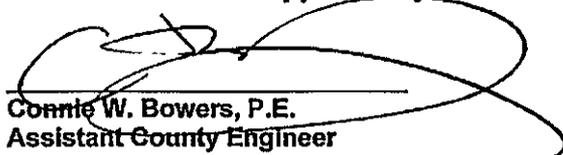
Annex Building

1 NE 6th Street

P.O. Box 5000

Coupeville, WA 98239-5000

Recommended for Approval By:



Connie W. Bowers, P.E.
Assistant County Engineer

Approved By:



William E. Oakes, P.E.
Director/County Engineer

Pre Bid Info: There is no pre-bid conference or site tour scheduled.

Bids Due: At the County Auditor's Office by 12:00 PM on April 1, 2016.

Attention: Cher Lafferty

Mailing Address: P.O. Box 5000, Coupeville, WA 98239

Physical Address: County Administration Building, 1 NE Seventh Street,
Coupeville, WA

Bid Opening: 12:30 PM on April 1, 2016 in Room 116

County Administration Building

1 NE 7th Street

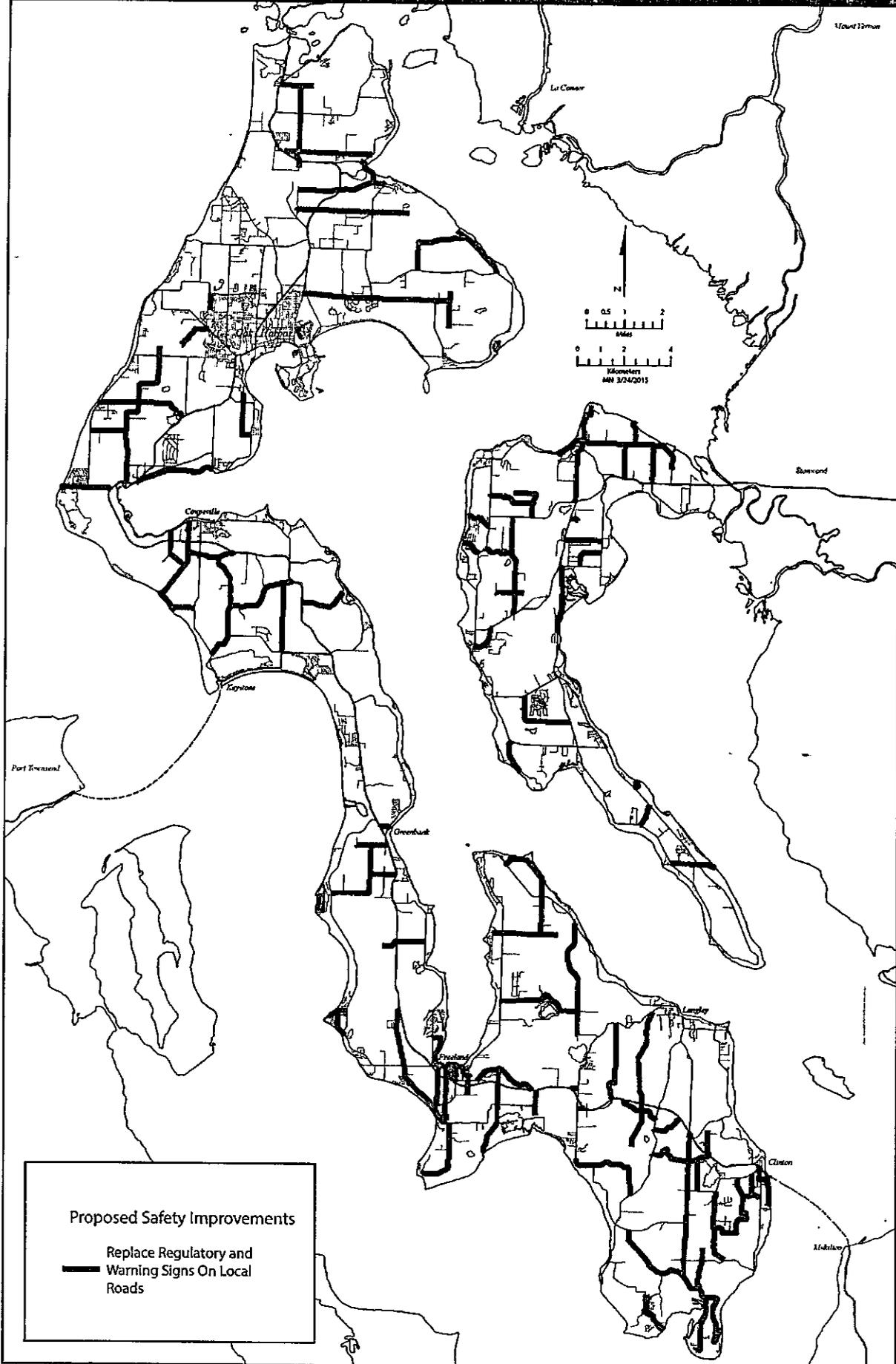
Coupeville, Washington

Set No. _____

C-68-16

PUBLIC SAFETY THROUGH PUBLIC WORKS

2014 Island County Safety Program
Island County Public Works - County Signing Upgrades





ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 6/7/16

#10

CONSENT AGENDA

REGULAR AGENDA

PUBLIC HEARING/MTG

RESOLUTION/ORDINANCE NO

DEPARTMENT: Public Works

DIVISION: (if applicable)

STAFF CONTACT: Spencer Keane

AGENDA SUBJECT: Contract and Bond for Harbor Avenue/SR 525 Turn Lane

BACKGROUND/SUMMARY:

WORK SESSION DATE: (if applicable) 2/18/15

The project provides addition of a right turn lane and paved shoulders. The work consists of engineering, permitting, and construction of the section between SR 525 to milepost 0.06. The bid award was granted to Island Asphalt & Sitework, Inc.

FISCAL IMPACT/FUNDING SOURCE:

Local \$94, 635.30

RECOMMENDED ACTION:

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

SUGGESTED MOTION:

Approve and sign the Contract and Bond for Harbor Avenue/SR 525 Turn Lane

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- APPROVED
 DENIED
 TABLED/DEFERRED/NO ACTION TAKEN
 CONTINUED TO DATE: ___/___/___ TIME: _____
 OTHER _____

CONTRACT

THIS AGREEMENT AND CONTRACT made and entered into at 1 NE Sixth Street, Coupeville, Washington, this _____ day of _____, 2016, by and between Island County, hereinafter called the "Contracting Agency," and Island Asphalt & Sitework, Inc. located at PO Box 859, Clinton, WA 98236 hereinafter called the "Contractor."

WITNESSETH: That in consideration of the terms and conditions contained herein and made a part of this agreement, the parties hereto covenant and agree as follows:

- I. The Contractor has met the criteria set forth to be considered a responsible bidder. The Contractor has documented for the Contracting Agency its certificate of registration as a contractor in compliance with chapter 18.27 RCW; has a current state unified business identifier number; has industrial insurance coverage for the Contractor's employees working in Washington as required in Title 51 RCW; has an employment security department number as required in Title 50 RCW; has a state excise tax registration number as required in Title 82 RCW; and has not been disqualified from bidding on any public works contracts.

- II. The Contractor shall do all work and furnish all tools, materials, and equipment for the Harbor Avenue/SR 525 Turn Lane – CRP 15-06/JL 01901-0201, at the total cost to the Contracting Agency of \$ 94,635.30, in accordance with the Proposal filed by the Contractor on the 4th day of April, 2016; and as described in the plans and specifications and the 2016 Standard Specifications for Road, Bridge, and Municipal Construction, prepared by the Washington State Department of Transportation and the American Public Works Association and amendments thereto, which are by this reference, incorporated herein and made a part hereof, and shall perform any alterations in, or additions to, the work provided under this contract and every part thereof.

Contract time shall commence within the number of calendar days specified in Section 1-08.5 of the contract provisions.

Work shall be completed within the contract time specified in Section 1-08.5 (Standard Specifications and Special Provisions) of the contract provisions.

If said work is not completed within the time specified, the Contractor agrees to pay to the Contracting Agency the sum as specified in Section 1-08.9 of the Standard Specifications for, each working day said work remains uncompleted after expiration of the specified contract time.

The Contractor shall provide and bear the expense of all equipment, work, and labor of any sort whatsoever that may be required for transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.

- III. The Contracting Agency hereby promises and agrees with the Contractor to employ and does employ, the Contractor to provide the materials and to do and cause to be done the above-described work and to complete and finish the same according to the plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the specifications and the aforesaid proposal, at the time and in the manner and upon the conditions provided for in this contract.
- IV. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Island County, agencies of Island County and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.
- V. Contractor expressly agrees to indemnify, defend, and hold harmless Island County for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless Island County only to the extent claim is caused in whole or in part by negligent or intentional acts or omissions of Contractor.
- VI. With respect to the performance of this contract, and as to claims against the Contracting Agency, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor against the Contracting Agency. However, the Contractor's waiver of immunity by the provisions of this paragraph extend only to claims against the Contractor by the Contracting Agency, and does not include or extend to the claims by the Contractor's employees directly against the Contractor. This waiver is mutually negotiated by the parties to this agreement.
- VII. Prior to commencement of services under this contract, the Contractor shall submit to the Contracting Agency certificates of insurance or provide certified copies of insurance policies and endorsements, if requested by the Contracting Agency. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workman's Compensation, to be maintained by the Contractor shall specifically insure the Contracting Agency as an "Additional Insured" and shall not be reduced or canceled without Sixty (60) days prior written notice to the Contracting Agency.
- VIII. The Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsement for each subcontractor. All coverages

for subcontractors shall be subject to all of the requirements stated herein.

- IX. The Contractor, for itself, and for its heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part the Contractor.
- X. It is further provided that no liability shall attach to the Contracting Agency, by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first hereinabove written.

Executed by the Contractor the 11th day of May, 2016.



S. Curtis Gordon President/Owner

Island Asphalt & Sitework, Inc.

PO Box 859, Clinton WA 98236-0859

ISLANAS945BP 602 183 912
License No. UBI Nbr.

Executed by the Board of Island County Commissioners the ____ day of _____, 2016.

RICHARD M. HANNOLD, Chair

Attest: _____
DEBBIE THOMPSON
Clerk of the Board

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That whereas Island County has awarded Island Asphalt & Sitework, Inc., PO Box 859, Clinton WA 98236-0859, hereinafter designated as the "Principal", a contract for the construction of the Project designated as **Harbor Ave/SR 525 Turn Lane, CRP 15-06/JL 01091-0403**, all as hereto attached and made a part hereof and whereas, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract:

NOW, THEREFORE, we the Principal and RLL Insurance Company (Surety) a corporation, organized and existing under the laws of the State of Illinois, duly authorized to do business in the State of Washington, as surety, are held and firmly bound unto Island County and the State of Washington in the sum of: **Ninety-four Thousand Six Hundred Thirty-five and 30/100 Dollars (\$94,635.30)** (total amount of the Contract), lawful money of the United States, for the payment of which sum on demand we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, at the time and in the manner therein specified and shall pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply such person or persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his/her or their part, and shall indemnify and save harmless the State of Washington, Island County, their officers and agents; and shall further save harmless and indemnify said Island County, from any defect or defects in any of the workmanship entering into any part of the work or designated equipment covered by said contract, which shall develop or be discovered within one (1) year after the final acceptance of such work, then this obligation shall become null and void; otherwise, it shall remain in full force and effect; provided that the liability hereunder for the defects in materials and workmanship for a period of one (1) year after the acceptance of the work shall not exceed the sum of **Ninety-four Thousand Six Hundred Thirty-five and 30/100 Dollars (\$94,635.30)** (100% of the Contract).

And the said surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on the bond, and it does hereby waive notice of any change, extension of time, alteration or additions to the terms of the contract or the work or to the specifications.

IN WITNESS WHEREOF, the said principal and the said surety have caused this bond and one (1) counterpart thereof to be signed and sealed by their duly authorized officers this 11th day of May, 2016.

RLI Insurance Company

Island Asphalt & Sitework, Inc.

Surety

Principal

By: Robin Rollins
Robin Rollins

By: S. Curtis Gordon
S. Curtis Gordon

Its: Attorney in Fact

Title: President/Owner



Address of the local office of the Surety Company is:

TWO WITNESSES

P.O. Box 3967

Peoria, IL 61612-3967

EXAMINED & APPROVED
BOARD OF ISLAND COUNTY COMMISSIONERS

RICHARD M. HANNOLD, Chair

Dated: _____

ATTEST: _____
DEBBIE THOMPSON
Clerk of the Board



RLI Insurance Company
 P.O. Box 3967 Peoria IL 61612-3967
 Phone: (309)692-1000 Fax: (309)683-1610

POWER OF ATTORNEY

RLI Insurance Company

Bond No. LSM0629299

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Robin Rollins in the City of Freeland, State of Washington, as Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Island Asphalt & Sitework, Inc.
 Obligee: County of Island
 Bond Amount: \$ 94,635.30

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 11th day of May, 2016.

ATTEST:
Cherie L. Montgomery
 Cherie L. Montgomery Assistant Secretary



B. W. Davis
 Barton W. Davis Vice President

On this 11th day of May, 2016 before me, a Notary Public, personally appeared Barton W. Davis and Cherie L. Montgomery, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
 Jacqueline M. Bockler Notary Public





ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 6/7/16 #11
X CONSENT AGENDA
REGULAR AGENDA
PUBLIC HEARING/MTG
E-69-16/R-33-16
RESOLUTION/ORDINANCE NO

DEPARTMENT: Public Works

DIVISION: Engineering

STAFF CONTACT: Doug Holbert, P.E.

AGENDA SUBJECT: Request to approve for advertisement the plans and specifications for the 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 Maxwellton Road on south Whidbey Island. The Island County Bayview Road shop crew previously 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 Maxwellton Road.

E-69-16/R-33-16

FISCAL IMPACT/FUNDING SOURCE: Local Public Works funds will pay for the project.

RECOMMENDED ACTION: Approve request to advertise the plans & specifications.
 Approve/Adopt
 Schedule Public Hearing/Meeting
 Continue Public Hearing/Meeting
 Information/Discussion
 Other (describe) _____

SUGGESTED MOTION: Approve the request to advertise the plans and specifications for the project.

[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 APPROVING PLANS)
& SPECIFICATIONS AND AUTHORIZING) RESOLUTION NO. C-69 -16
CALL FOR BIDS FOR MAXWELTON ROAD) R- 33 -16
NORTH OUTFALL, WHIDBEY ISLAND)
CDP 16-05, JL 1082-0101)

WHEREAS, sufficient funds are available in the Island County Road Fund for Maxwelton Road North Outfall, Whidbey Island, CDP 16-04/JL 1082-0101, NOW, THEREFORE,

BE IT HEREBY RESOLVED that the Plans and Specifications are approved and that the County Engineer is authorized and directed to call for bids for furnishing said construction. Bid Opening is to be the 28th day of June, 2016 at 2:30 P.M. in Room 116, County Administration Building 1 NE 7th Street, Coupeville, Washington 98239.

ADOPTED this ____ day of June, 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

**MAXWELTON ROAD NORTH OUTFALL
WHIDBEY ISLAND
JL# 1082-0101, CDP# 16-05
CONTRACT PROVISIONS**

June 2016



Island County Public Works

Roads Division

Annex Building

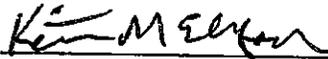
1 NE 6th Street

P.O. Box 5000

Coupeville, WA 98239-5000

Recommended for Approval By:

Approved By:



**Keith M. Elefson, P.E.
Construction Engineer**



**William E. Oakes, P.E.
Director/County Engineer**

Pre Bid Info: There is no pre-bid conference or site tour scheduled. The site is open to the public.

Bids Due: At the County Auditor's Office by 2:00 PM on June 28, 2016.

Attention: Cher Lafferty

Mailing Address: P.O. Box 5000, Coupeville, WA 98239

Physical Address: County Administration Building, 1 NE Seventh Street,
Coupeville, WA

Bid Opening: 2:30 PM on June 28, 2016 in Room 116

County Administration Building

1 NE 7th Street

Coupeville, Washington

Set No. _____

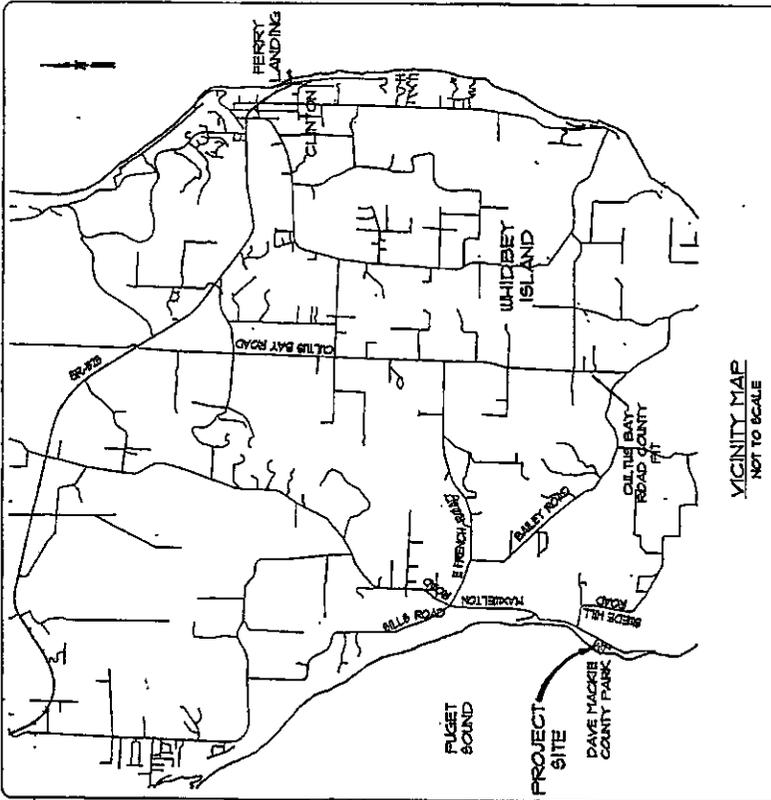
DAVE MACKIE PARK IMPROVEMENTS

JL 01082-0101

ISLAND COUNTY, WASHINGTON
SEC 5, TWP. 28 N., R. 3 E., WM.

MAY 2016

COUNTY COMMISSIONERS
RICHARD HANDED
JILL JOHNSON
HELEN PRICE - JOHNSON



VICINITY MAP
NOT TO SCALE

LEGEND:

- EXISTING FENCE
- EXISTING EDGE OF PAVEMENT
- EXISTING EDGE OF GRAVEL
- EXISTING STORM DRAINAGE
- RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- EXISTING TIDELAND LINE
- EXISTING CB TYPE 1
- EXISTING CB TYPE 2
- EXISTING UTILITY POLE
- EXISTING MAIL BOX
- EXISTING SIGN
- EXISTING BUILDINGS
- EXISTING PUMP CONTROL PANEL
- EXISTING JUNCTION BOX
- PROPOSED STORM DRAINAGE
- HIGH VISIBILITY FENCE
- SALT FENCE
- STRAW MATTE
- SAUCUT LINE
- PROPOSED CUT LIMIT LINE
- BASELINE

OWNER:
ISLAND COUNTY
P.O. BOX 89200
COURTHOUSE ANNEX
6TH AND MAIN STREETS
COUPEVILLE WA 98298

ATTN: PHIL COHEN, P.E.
(360) 240-5946
(360) 240-5936 FAX
phil@isoc.wa.gov

ENGINEERS:
SKILLINGS CONNOLLY, INC.
5016 LAKEVIEW BLVD.
LACET, WA 98505
(360) 481-3366

THOMAS SKILLINGS, P.E.

SHEET#	TITLE
1	COVER SHEET
2	SUBIARY OF QUANTITIES
3-4	DEMOLITION AND TEMPORARY EROSION CONTROL PLAN
5	REPAVEMENT PLAN & PROFILE
6	SEWALL DETAILS
7	CUT-FALL PLAN & PROFILE
8	SOUTH PARKING LOT PLAN & PROFILE
9	CUTFALL & TRENCH RESTORATION DETAIL 9
10	CUTFALL DETAILS

BASES OF BEARINGS:
LOCALITY DATA BEARING
ON WASHINGTON COORDINATE
SYSTEM, NORTH ZONE, NAD
83-CORNER.

TIDAL DATUM NOTE:
MEAN HIGH TIDE IS BASED ON
NOAA PUBLISHED TIDAL
BENCH MARK "HANSVILLE".
THIS ELEVATION HAS BEEN
ADJUSTED TO NAVD 83
VERTICAL DATUM TO
CONVERT NAVD 83 TO AN
APPROXIMATE TIDAL DATUM,
ADD 19'.

VERTICAL DATUM:
VERTICAL DATUM BASED
ON NAVD 83.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION
OF ALL UTILITIES AND ALL DIMENSIONS UNDER
CONSTRUCTION BY CALLING THE UNDERGROUND LOCATE LINE AT
THE LOCATION OF ALL UTILITIES PRIOR TO ANY EXCAVATION.
THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR MAINTAINING
ALL LOCATE MARKS ONCE THE UTILITIES HAVE BEEN LOCATED.

APPROVED FOR CONSTRUCTION
THOMAS SKILLINGS, P.E.
SKILLINGS CONNOLLY, INC.
5016 LAKEVIEW BLVD.
LACET, WA 98505
(360) 481-3366

APPROVED FOR BIDDING
THOMAS SKILLINGS, P.E.
SKILLINGS CONNOLLY, INC.
5016 LAKEVIEW BLVD.
LACET, WA 98505
(360) 481-3366



SKILLINGS CONNOLLY
6018 Leray Boulevard SE, Lacey, Washington 98503
(360) 481-3366 (800) 484-7845 Fax (360) 401-3887

Printed by: AutoCAD 2011 5/17/16 2:28 PM
© Thomas Skillings Island County Sewer Utility Department 5/17/16 2:28 PM

BID PLAN SET



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: #12
June 7, 2016
 CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
C-70-16/R-34-16
RESOLUTION/ORDINANCE NO

DEPARTMENT: Public Works

DIVISION: (if applicable) Solid Waste

STAFF CONTACT: Joantha Guthrie x7338

AGENDA SUBJECT: Amending Public Works Project – Septage Treatment Plant Upgrades

BACKGROUND/SUMMARY:

WORK SESSION DATE: (if applicable) June 1, 2016

This project is for the design and construction of upgrades to the Septage Treatment Plant including adding two aerobic digesters, upgrading the headworks and upgrading the storage lagoons to meet demand for a 20-year period.

The original Public Works Project initiation resolution C-56-15 was approved May 19, 2015.

Resolution C-70 -16/R-34-16

FISCAL IMPACT/FUNDING SOURCE:

There are sufficient funds in the Solid Waste Fund for this project.

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 _____

PUBLIC WORKS PROJECT INITIATION
JOB LEDGER NO. 01063-0101

BEFORE THE BOARD OF)
 ISLAND COUNTY COMMISSIONERS)

RESOLUTION NO. C-70 -16
 R- 34 -16

In the matter of amending a Public Works Project, designated as Project No. PWP 15-02 JL 01063-0101.

IT IS HEREBY RESOLVED THAT THE Island County Septage Treatment Plant Upgrades, located in Sec. 35, T 32 N, R 1 E, WM be designed and constructed as follows with plans & specifications for this project having been approved:

Work includes preparing an engineering report addressing capacity issues of the Island County Septage Treatment facility; preparation of plans, specifications and engineer's estimate to upgrade the facility. Construction of two additional aerobic digesters, modification to the headworks and upgrading of the biosolids and supernate storage lagoons.

<u>PURPOSE</u>	<u>AMOUNT OF APPROPRIATION</u>
Engineering	
Preliminary	\$ 321,000.00
Construction	\$ 44,000.00
Sub-total	<u>\$ 365,000.00</u>
Right of Way Acquisition	\$ -0-
Engineering & R/W Sub-Total	<u>\$ 365,000.00</u>
Construction	<u>\$2,500,000.00</u>
Project Sub-total	<u>\$2,865,000.00</u>

TOTAL CURRENT GRANT & LOCAL MATCH BUDGET APPROPRIATION \$2,865,000.00.

Source of Funds: Solid Waste \$2,865,000.00 Grant Source _____ Grant Amount \$ _____
 Funds Allocated: Planned _____ Secured X _____.

IT IS FURTHER RESOLVED THAT the construction is to be accomplished by:

_____ Contract _____ Day Labor X Both

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



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 6/7/16 #13
<input checked="" type="checkbox"/> CONSENT AGENDA
<input type="checkbox"/> REGULAR AGENDA
<input type="checkbox"/> PUBLIC HEARING/MTG
RESOLUTION/ORDINANCE No _____

DEPARTMENT: ISLAND COUNTY PUBLIC WORKS
DIVISION: (if applicable) PARKS
STAFF CONTACT: JAN vanMUYDEN
AGENDA SUBJECT: Assignment of Rights for the Glendale Beach(Upland) Access Conservation Easement Grant Number (14-1531c)
BACKGROUND/SUMMARY: WORK SESSION DATE: (if applicable) <u>3/2/2016</u> This Fee Owner (Whidbey Camano Land Trust) authorizes Assignor (Island County) to assign to the Assignee (Washington State) certain rights for access and stewardship for the Glendale Beach Access (Uplands) as a necessary condition to receive grant funding. Assignor (Island County) is required to enforce the terms of the Conservation Easement as set forth in the project agreement.
IMPACT/FUNDING SOURCE: No County Funds to be expended
RECOMMENDED ACTION: <input checked="" type="checkbox"/> Approve/Adopt <input type="checkbox"/> Schedule Public Hearing/Meeting <input type="checkbox"/> Continue Public Hearing/Meeting <input type="checkbox"/> Information/Discussion <input type="checkbox"/> Other (describe) _____
SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Kyle Guzlas

Document Title: Assignment of Rights
Reference No. of Related Document: 4391302
Assignor: Island County
Assignee: The State of Washington, through the Recreation and Conservation Office, including any successor agencies
Abbreviated Legal Description: Ptn. Tract 33, Tract 33-3, Tract 34, Tract 35, and Tract 54 of Glendale.
Full Legal Description: Exhibit 2
Assessor's Parcel Numbers: S7010-00-00034-0; S7010-00-00033-0; S7010-00-00035-0; S7010-00-00033-3; S7010-00-00054-0.

**ASSIGNMENT OF RIGHTS
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE**

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the ____ day of _____, 20__, by Island County, political subdivision of the State of Washington ("Assignor"), to and in favor of THE STATE OF WASHINGTON through the Recreation and Conservation Office ("Assignee State"), including any successor agencies.

RECITALS

- A. Assignor has entered into Grant Deed of Conservation Easement ("Easement") with the Whidbey Camano Land Trust (collectively Fee "Owner") in Island County, Washington. The name and address of the Fee Owner and the recording number of the Easement are set forth in Exhibit 1 attached hereto and incorporated herein. The legal description of

STR

the Property subject to the Easement is set forth in Exhibit 2 attached hereto and incorporated herein.

- B. The purpose of the Easement is described in the Easement. That purpose is also described in the Project Agreement entered into between the recipient of RCO funds ("Sponsor") and the Assignee through the RCO entitled Glendale Shoreline Access and Restoration Project Number 14-1531 dated December 2, 2015 and the supporting materials which are on file with the Assignee in connection with the Project Agreement, which Project Agreement is incorporated herein by this reference. That purpose includes protection, restoration and enhancement of habitat, and public access as defined in the Easement.
- C. Fee Owner has authorized Assignor to assign to the Assignee certain rights for access to and stewardship of the property covered by the Easement. Assignment of such rights is a necessary condition to receipt of grant funding under the Project Agreement and the policies of the Recreation and Conservation Funding Board administered by the Assignee. Such rights are valuable to the Assignee in connection with ensuring protection, restoration and enhancement of habitat, and public access under the terms of the Easement. The assignment of such rights to the Assignee State, however, does not in any way relieve the Assignor Island County of such duties to enforce the Easement as may be imposed on it under the Easement and the Project Agreement.
- D. These recitals are incorporated herein by this reference.

Now, therefore, Assignor and the Assignee agree as follows:

AGREEMENT

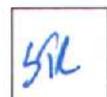
- 1. **Assignment.** For and in consideration of monies coming in whole or in part from the Aquatic Lands Enhancement Account and the Washington Wildlife and Recreation Program Outdoor Recreation Account and in fulfillment of terms of the Project Agreement identified herein, Assignor does hereby assign, transfer, set over, convey and deliver to the Assignee individually, and as the representative of all the people of the State, the following joint rights (collectively referred to as "joint rights") under the Easement, the recording number of which is listed in *Exhibit 1* attached hereto and incorporated herein by this reference and as described in *Exhibit 2* attached hereto. The term "joint right" means a right that both the Assignor and Assignee may independently enforce under the Easement. The grant of these joint rights does not in any way relieve the Assignor of its duties to enforce the terms of the Easement or the Project Agreement.



- a. **Access.** A right to enter the Easement at a reasonable time and upon prior arrangement with Assignor and Fee Owner, in order to monitor and evaluate performance, compliance, and/or quality assurance under the Project Agreement.
- b. **Enforcement.** A right to enforce the terms and conditions of the Easement and to seek injunctive relief, including restoration, and/or damages for any breach thereof.
- c. **Amendments.** A right to review and approve any proposed amendments to the Easement. Review and approval by RCO's Director will be for compliance with the terms of the Project Agreement.
- d. **Termination For Reasons of Impracticability.** A right to review and approve any proposed agreements to terminate the Easement, or release a portion of the Property from the terms of the Easement, before expiration of the term of the Easement for the reason that circumstances have rendered the conservation purpose of the Easement impractical to achieve. Absent approval of the Assignee acting through the RCO or entry of an order of the Superior Court in which the property subject to the Easement is located, the Assignor shall not enter into any termination or release agreement.
- e. **Stewardship and Management Plans.** A right to review any Stewardship and/or Management Plans, including habitat restoration and enhancement plans, as defined in the Easement. Review by RCO's Director will be for compliance with the terms of the Project Agreement.

To the extent the rights assigned herein overlap with the rights granted to the Assignor under the Easement, the rights assigned herein shall not be construed to displace those rights. These Rights shall be held in common with Assignor or Assignor's successors and assigns.

2. **Assignee's Exercise of Rights.** The Assignee hereby represents and warrants that its exercise of rights under this Assignment will be consistent with the conservation and recreation purpose defined in the Easement and the Project Agreement.
3. **Representations and Warranties of Assignor.** Assignor hereby represents and warrants to the Assignee that:
 - a. Fee Owner, identified in *Exhibit 1* attached hereto and incorporated herein, has authorized and approved this Assignment.



- b. Assignor shall enforce the terms of the Easement as provided in the Easement .
 - c. Assignor shall comply with, and the Assignee shall not be responsible for determining compliance with, all applicable federal, state, and local laws, regulations, and policies in its administration of the Easement or the undertaking of any of its rights under the Easement.
 - d. Neither Assignor nor Fee Owner has any claims or causes of action, at law or in equity, with respect to the Easement as of the date provided above.
4. **Obligations.** It is expressly understood and agreed that, by the acceptance of this Assignment, the Assignee has not assumed, and shall not become obligated to keep, fulfill, observe, perform or discharge, any duty or obligation of Assignor under the Easement.
 5. **Indemnity.** Assignor shall defend, protect and hold harmless the Assignee, or any officers or employees thereof, from and against any and all costs, claims, fees and expenses arising out of in part or whole the acts or omissions of Assignor and/or its employees, relating to the Easement or in any way relating to Assignor's representations and warranties under this Assignment.
 6. **Replacement Property.** The Easement may be extinguished in whole or in part before expiration of its term (if any) under certain circumstances identified in the Easement. Assignor may be entitled to compensation in such event. Assignor shall use all such proceeds for acquisition, restoration and/or enhancement of substantially equivalent property or property interests. Assignor hereby agrees to consult with, and receive the approval of, the RCO in the selection of any replacement property and to assign to the Assignee the same or substantially equivalent rights for access to and stewardship of the replacement property as provided for in this Assignment.
 7. **Restriction on Assignment.** Assignor shall not assign the Easement or the performance of any obligations to the Assignee under the Easement, without the express written consent of the RCO's Director, which shall not unreasonably be withheld.
 8. **Assignment Term.** The term of this Assignment shall be the same as the term of the Easement, and shall expire upon the expiration date of the Easement (if any).
 9. **Disputes.** Any disputes between Assignor and the Assignee under this Assignment shall be governed by the terms of the Project Agreement.
 10. **Governing Law/Venue.** This Assignment shall be governed by the laws of the State of Washington. In the event of a lawsuit between Assignor and the Assignee involving this



Assignment, venue shall be proper only in Thurston County. Assignor by executing this Assignment acknowledges the jurisdiction of the courts of the State of Washington in this matter.

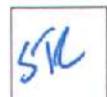
11. **Severability.** If any provision of this Assignment or any provision of any document incorporated by reference herein shall be held invalid, such invalidity shall not affect the other provisions of this Assignment which can be given effect without the invalid provision and to this end the provisions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

12. **SCHEDULE OF EXHIBITS:**

Exhibit 1 - Fee Owner and Easement Recording Number

Exhibit 2- Legal Description of Property Subject to Easement and Map

REMAINDER OF PAGE IS INTENTIONALLY BLANK: SIGNATURE PAGES FOLLOW



ASSIGNOR:

By _____

Typed/Printed Name Richard M. Hannold

Its: Chair, Board of Islands County
Commissioners

Date: _____

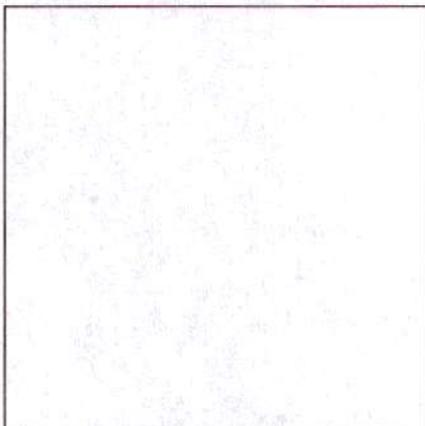
STATE OF WASHINGTON)

) ss:

COUNTY OF Islands)

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

Dated: _____



(Use this space for notarial stamp/seal)

Notary Public

Print Name

My commission expires



ASSIGNEE:

THE STATE OF WASHINGTON, through its Recreation and Conservation Office

By Scott T. Robinson

Typed/Printed Name Scott T. Robinson

Its: Deputy Director

Date: 5/10/16

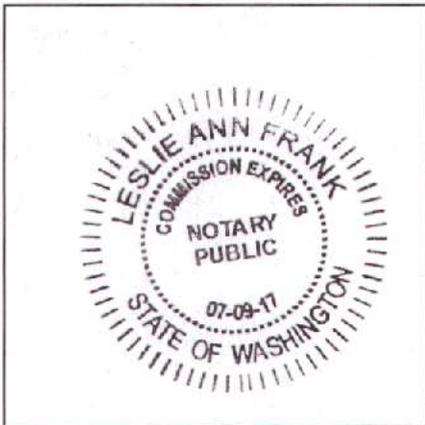
STATE OF WASHINGTON)

) ss:

COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Scott T. Robinson is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Deputy Director of Recreation & Conservation Office to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 10, 2016



(Use this space for notarial stamp/seal)

Leslie Ann Frank

Notary Public

Leslie Ann Frank

Print Name

7-9-17

My commission expires

SIC

EXHIBIT 1

OWNER AND CONSERVATION EASEMENT RECORDING NUMBER

(if applicable)

Name(s): Whidbey Camano Land Trust

Address: 765 Wonn Road, Barn C-201
Greenbank, WA 98253

Recording No.: 4391302



EXHIBIT 2

***LEGAL DESCRIPTION FOR PROPERTY
SUBJECT TO EASEMENT***

S7010-00-00034-0: All of Tract 34, Plat of Glendale, as recorded in Volume 2 of Plats, Page 31, Island County, Washington;

Situate in Island County, Washington.

S7010-00-00033-0: Tract 33, Plat of Glendale, as recorded in Volume 2 of Plats, Page 31, Island County, Washington;

EXCEPT the South 33 feet thereof, and EXCEPT the North 238 feet as measured along the West line of said Tract 33, the North and South line of said Tract 33 being perpendicular to aforesaid West line.

TOGETHER WITH tidelands of the second class as conveyed by the State of Washington to the extreme low tide in front of, adjacent to, or abutting upon said portion of Tract 33 described above.

Situate in Island County, Washington.

S7010-00-00035-0: All of Tracts 35, 36, and 37, Plat of Glendale, as recorded in Volume 2 of Plats, Page 31, Island County, Washington;

Situate in Island County, Washington.

S7010-00-00033-3: The South 33 feet of Tract 33, Plat of Glendale, as recorded in Volume 2 of plats, Page 31, records of Island County, Washington;

TOGETHER WITH tidelands of the second class lying in front of, adjacent to and abutting upon the above described property.

Situate in Island County, Washington.

S7010-00-00054-0: Tract 54, Plat of Glendale, as recorded in Volume 2 of plats, Page 31, records of Island County, Washington;

TOGETHER WITH tidelands of the second class lying in front of, adjacent to and abutting upon the above described property.

Situate in Island County, Washington.



EXHIBIT B: Site Map of Protected Property

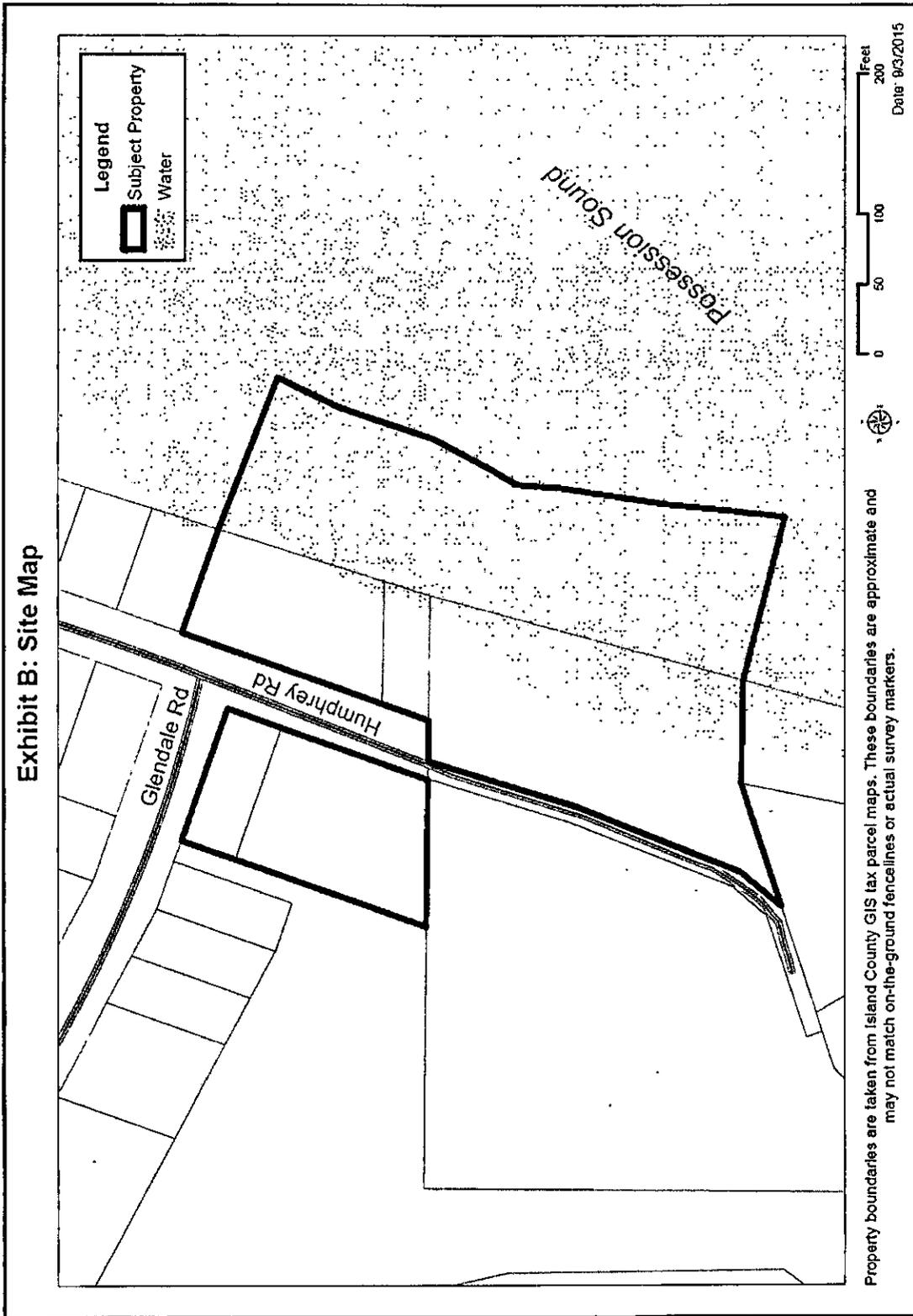


Exhibit B: Site Map

Property boundaries are taken from Island County GIS tax parcel maps. These boundaries are approximate and may not match on-the-ground fence lines or actual survey markers.

57C



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 6/7/16 #121
 CONSENT AGENDA
 REGULAR AGENDA
 PUBLIC HEARING/MTG
 RESOLUTION/ORDINANCE No

DEPARTMENT: ISLAND COUNTY PUBLIC WORKS

DIVISION: (if applicable) PARKS

STAFF CONTACT: JAN vanMUYDEN

AGENDA SUBJECT: Assignment of Rights for the Glendale Beach Access Conservation Easement Grant Number (14-1531c)

BACKGROUND/SUMMARY:

WORK SESSION DATE: (if applicable) 3/2/2016

This Fee Owner (Whidbey Camano Land Trust) authorizes Assignor (Island County) to assign to the Assignee (Washington State) certain rights for access and stewardship for the Glendale Beach Access (Waterfront) as a necessary condition to receive grant funding. Assignor (Island County) is required to enforce the terms of the Conservation Easement as set forth in the project agreement.

IMPACT/FUNDING SOURCE: No County Funds to be expended

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 _____

Upon Recording, Please Return To:
Washington Recreation and Conservation Office
PO Box 40917
Olympia, WA 98504-0917
Attn: Kyle Guzlas

Document Title: Assignment of Rights
Reference No. of Related Document: 4391303
Assignor: Island County
Assignee: The State of Washington, through the Recreation and Conservation Office, including any successor agencies
Abbreviated Legal Description: Ptn. Tract 43, Tract 49, Tract 53, and Tract 53-2 of Glendale.
Full Legal Description: Exhibit 2
Assessor's Parcel Numbers: S7010-00-000-53-1; S7010-00-00049-0; S7010-00-00043-0;
S7010-00-00053-2.

**ASSIGNMENT OF RIGHTS
WASHINGTON STATE RECREATION AND CONSERVATION OFFICE**

This ASSIGNMENT OF RIGHTS (this "Assignment") is executed as of the ____ day of _____, 20__, by Island County, a political subdivision of the State of Washington ("Assignor"), to and in favor of THE STATE OF WASHINGTON through the Recreation and Conservation Office ("Assignee State"), including any successor agencies.

RECITALS

- A. Assignor has entered into Grant Deed of Conservation Easement ("Easement") with the Whidbey Camano Land Trust (collectively Fee "Owner") in Island County, Washington. The name and address of the Fee Owner and the recording number of the Easement are set forth in Exhibit 1 attached hereto and incorporated herein. The legal description of



the Property subject to the Easement is set forth in Exhibit 2 attached hereto and incorporated herein.

- B. The purpose of the Easement is described in the Easement. That purpose is also described in the Project Agreement entered into between the recipient of RCO funds ("Sponsor") and the Assignee through the RCO entitled Glendale Shoreline Access and Restoration Project Number 14-1531 dated December 2, 2015 and the supporting materials which are on file with the Assignee in connection with the Project Agreement, which Project Agreement is incorporated herein by this reference. That purpose includes protection, restoration and enhancement of habitat, and public access as defined in the Easement.
- C. Fee owner has authorized Assignor to assign to the Assignee certain rights for access to and stewardship of the property covered by the Easement. Assignment of such rights is a necessary condition to receipt of grant funding under the Project Agreement and the policies of the Recreation and Conservation Funding Board administered by the Assignee. Such rights are valuable to the Assignee in connection with ensuring protection, restoration and enhancement of habitat, and public access under the terms of the Easement. The assignment of such rights to the Assignee State, however, does not in any way relieve the Assignor Island County of such duties to enforce the Easement as may be imposed on it under the Easement and the Project Agreement.
- D. These recitals are incorporated herein by this reference.

Now, therefore, Assignor and the Assignee agree as follows:

AGREEMENT

- 1. **Assignment.** For and in consideration of monies coming in whole or in part from the Aquatic Lands Enhancement Account and the Washington Wildlife and Recreation Program Outdoor Recreation Account and in fulfillment of terms of the Project Agreement identified herein, Assignor does hereby assign, transfer, set over, convey and deliver to the Assignee individually, and as the representative of all the people of the State, the following joint rights (collectively referred to as "joint rights") under the Easement, the recording number of which is listed in *Exhibit 1* attached hereto and incorporated herein by this reference and as described in *Exhibit 2* attached hereto. The term "joint right" means a right that both the Assignor and Assignee may independently enforce under the Easement. The grant of these joint rights does not in any way relieve the Assignor of its duties to enforce the terms of the Easement or the Project Agreement.

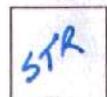


- a. **Access.** A right to enter the Easement at a reasonable time and upon prior arrangement with Assignor and Fee owner, in order to monitor and evaluate performance, compliance, and/or quality assurance under the Project Agreement.
- b. **Enforcement.** A right to enforce the terms and conditions of the Easement and to seek injunctive relief, including restoration, and/or damages for any breach thereof.
- c. **Amendments.** A right to review and approve any proposed amendments to the Easement. Review and approval by RCO's Director will be for compliance with the terms of the Project Agreement.
- d. **Termination For Reasons of Impracticability.** A right to review and approve any proposed agreements to terminate the Easement, or release a portion of the Property from the terms of the Easement, before expiration of the term of the Easement for the reason that circumstances have rendered the conservation purpose of the Easement impractical to achieve. Absent approval of the Assignee acting through the RCO or entry of an order of the Superior Court in which the property subject to the Easement is located, the Assignor shall not enter into any termination or release agreement.
- e. **Stewardship and Management Plans.** A right to review any Stewardship and/or Management Plans, including habitat restoration and enhancement plans, as defined in the Easement. Review by RCO's Director will be for compliance with the terms of the Project Agreement.

To the extent the rights assigned herein overlap with the rights granted to the Assignor under the Easement, the rights assigned herein shall not be construed to displace those rights. These Rights shall be held in common with Assignor or Assignor's successors and assigns.

2. **Assignee's Exercise of Rights.** The Assignee hereby represents and warrants that its exercise of rights under this Assignment will be consistent with the conservation and recreation purpose defined in the Easement and the Project Agreement.
3. **Representations and Warranties of Assignor.** Assignor hereby represents and warrants to the Assignee that:
 - a. Fee owner, identified in *Exhibit 1* attached hereto and incorporated herein, has authorized and approved this Assignment.

- b. Assignor shall enforce the terms of the Easement as provided in the Easement .
 - c. Assignor shall comply with, and the Assignee shall not be responsible for determining compliance with, all applicable federal, state, and local laws, regulations, and policies in its administration of the Easement or the undertaking of any of its rights under the Easement.
 - d. Neither Assignor nor Fee owner has any claims or causes of action, at law or in equity, with respect to the Easement as of the date provided above.
4. **Obligations.** It is expressly understood and agreed that, by the acceptance of this Assignment, the Assignee has not assumed, and shall not become obligated to keep, fulfill, observe, perform or discharge, any duty or obligation of Assignor under the Easement.
 5. **Indemnity.** Assignor shall defend, protect and hold harmless the Assignee, or any officers or employees thereof, from and against any and all costs, claims, fees and expenses arising out of in part or whole the acts or omissions of Assignor and/or its employees, relating to the Easement or in any way relating to Assignor's representations and warranties under this Assignment.
 6. **Replacement Property.** The Easement may be extinguished in whole or in part before expiration of its term (if any) under certain circumstances identified in the Easement. Assignor may be entitled to compensation in such event. Assignor shall use all such proceeds for acquisition, restoration and/or enhancement of substantially equivalent property or property interests. Assignor hereby agrees to consult with, and receive the approval of, the RCO in the selection of any replacement property and to assign to the Assignee the same or substantially equivalent rights for access to and stewardship of the replacement property as provided for in this Assignment.
 7. **Restriction on Assignment.** Assignor shall not assign the Easement or the performance of any obligations to the Assignee under the Easement, without the express written consent of the RCO's Director, which shall not unreasonably be withheld.
 8. **Assignment Term.** The term of this Assignment shall be the same as the term of the Easement, and shall expire upon the expiration date of the Easement (if any).
 9. **Disputes.** Any disputes between Assignor and the Assignee under this Assignment shall be governed by the terms of the Project Agreement.
 10. **Governing Law/Venue.** This Assignment shall be governed by the laws of the State of Washington. In the event of a lawsuit between Assignor and the Assignee involving this



Assignment, venue shall be proper only in Thurston County. Assignor by executing this Assignment acknowledges the jurisdiction of the courts of the State of Washington in this matter.

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

12. **SCHEDULE OF EXHIBITS:**

Exhibit 1 – Fee owner and Easement Recording Number

Exhibit 2- Legal Description of Property Subject to Easement and Map

REMAINDER OF PAGE IS INTENTIONALLY BLANK: SIGNATURE PAGES FOLLOW

ASSIGNOR:

By _____

Typed/Printed Name Richard M. Hannold

Its: Chair, Board of Island County
Commissioners

Date: _____

STATE OF WASHINGTON)

) ss:

COUNTY OF Island)

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

Dated: _____



Notary Public

Print Name

My commission expires

(Use this space for notarial stamp/seal)



ASSIGNEE:

THE STATE OF WASHINGTON, through its Recreation and Conservation Office

By Scott T. Robinson

Typed/Printed Name Scott T. Robinson

Its: Deputy Director

Date: 5/10/16

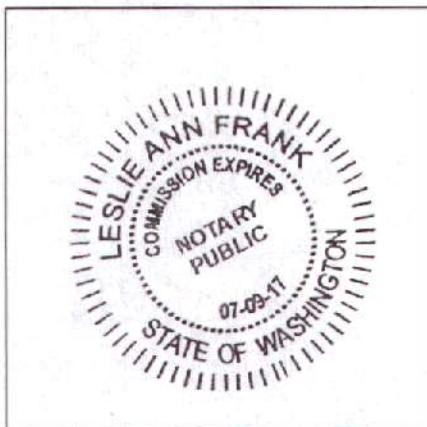
STATE OF WASHINGTON)

) ss:

COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that SCOTT T. ROBINSON the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Deputy Director of The Recreation & Conservation Office to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 10, 2016



(Use this space for notarial stamp/seal)

Leslie Ann Frank

Notary Public

Leslie Ann Frank

Print Name

7-9-17

My commission expires

572

EXHIBIT 1
FEE OWNER AND CONSERVATION EASEMENT RECORDING NUMBER
(if applicable)

Name(s): Whidbey Camano Land Trust

Address: 765 Wonn Road, Barn C-201
Greenbank, WA 98253

Recording No.: 4391303



EXHIBIT 2

***LEGAL DESCRIPTION FOR PROPERTY
SUBJECT TO EASEMENT***

S7010-00-000-53-1: All of Tract 53, Plat of Glendale, as recorded in Volume 2 of Plats, Page 31, records of Island County, Washington.

Situate in Island County, Washington.

S7010-00-00049-0: All of Tracts 49 and 50, Plat of Glendale, as recorded in Volume 2 of Plats, Page 31, records of Island County, Washington.

Situate in Island County, Washington.

S7010-00-00043-0: All of Tracts 43, 44, 45, and 46, Plat of Glendale, as recorded in Volume 2 of Plats, Page 31, records of Island County, Washington.

Situate in Island County, Washington.

S7010-00-00053-2: A 12 foot strip of Tract 53, Plat of Glendale, as recorded in Volume 2 of Plats, Page 31, records of Island County, Washington, being 6 feet on each side of the following described line:

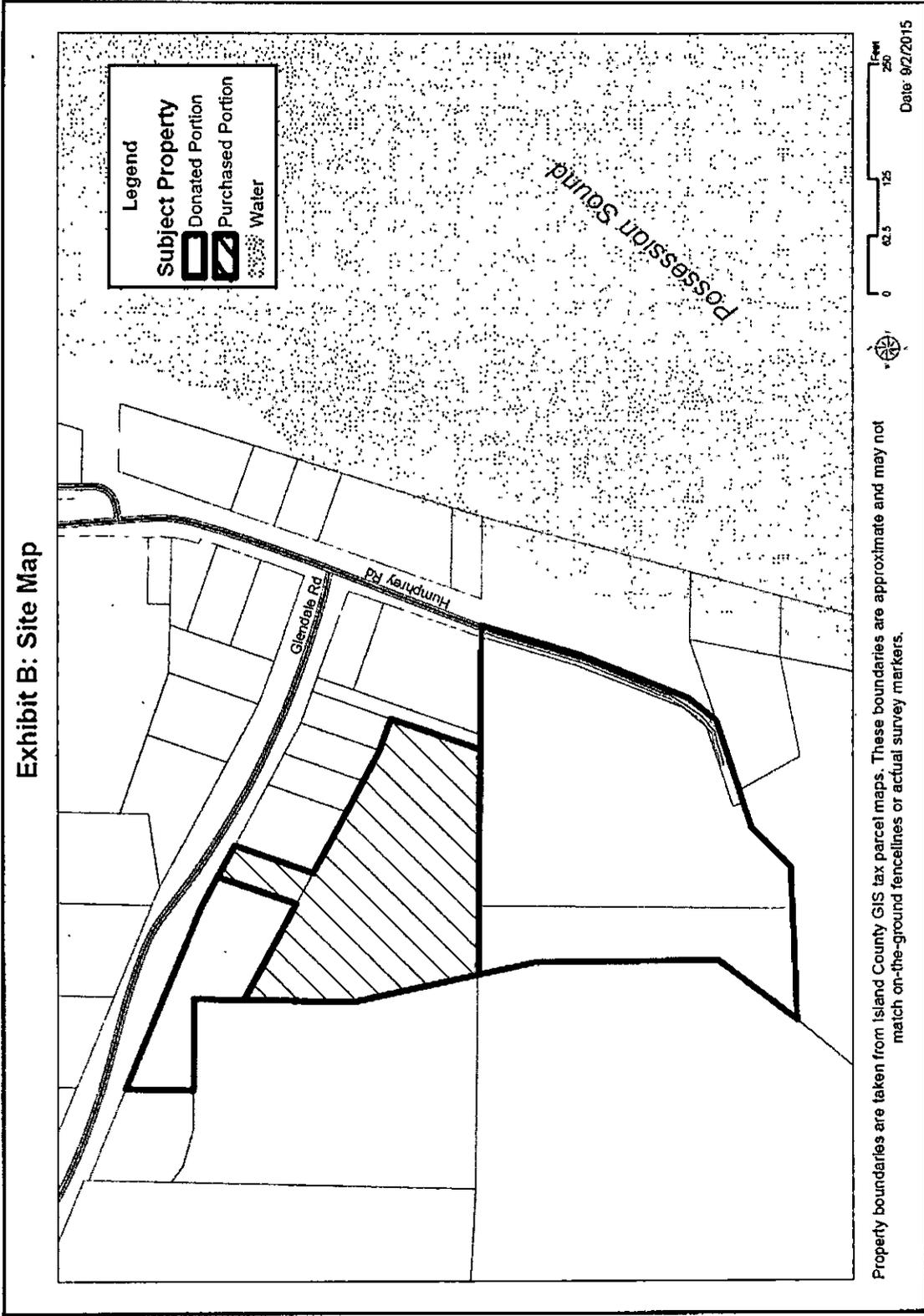
Beginning 6 feet East of the Southeast corner of Tract 37 of said Plat of Glendale; thence South 18°45' West a distance of 108.66 feet; thence South 23°48' West a distance of 126.7 feet; thence South 41° West a distance of 35.66 feet to a point 6 feet North of the South line of Tract 53 of said plat; thence South 73°52' West parallel with the South line of said Tract 53 a distance of 92.51 feet.

Situate in Island County, Washington.



EXHIBIT B: Site Map of Protected Property

Exhibit B: Site Map



Property boundaries are taken from Island County GIS tax parcel maps. These boundaries are approximate and may not match on-the-ground fence lines or actual survey markers.

SR



ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL

MEETING DATE: 6/7/16

Agenda Item No 15

 CONSENT AGENDA

 X REGULAR AGENDA

 PUBLIC HEARING/MTG

Resolution/Ordinance No:

DEPARTMENT: Commissioners

DIVISION: *(if applicable)*

STAFF CONTACT: Pam

AGENDA SUBJECT: Recommend appointment to the Solid Waste Advisory Committee, Position # 13

BACKGROUND/SUMMARY:

WORK SESSION DATE: 6/1/16

The Board reviewed the application at their June 1, 2016 work session and approved moving recommendation forward to the June 7, 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 _____



SOLID WASTE ADVISORY COMMITTEE

<http://www.islandcounty.net/publicworks/SolidWaste/SolidWasteAdvisoryCommittee.htm>

POSITION	MEMBER	TITLE	REPRESENTING
1.	Richard Hannold	Commissioner	Island County Board of Commissioners
2.	Andrea Krohn Maribeth Crandell- Alt.	Environmental Health Specialist	Island County Health Department
3.	Joantha Guthrie, Chair	Solid Waste Manager	Island County Public Works
4.	David Campbell	Owner, Island Recycling	Industry Representative
5.	Stan Berryman	Public Works Director	City of Langley
6.	Steve Beebe	Solid Waste Manager Cathy Rosen - Alternate	City of Oak Harbor
7.	Willy LaRue	Public Works Director	Town of Coupeville
8.	Diana Wadley	Regional Solid Waste Planner and Grant Officer	Department of Ecology
9.	Kent Kovalenko	Manager, Island Disposal (Waste Connections)	G-Permit Holder
10.	Carlton Paulmier	District Manager, Waste Management – Burlington	G-Permit Holder
11.	Rick Blank	Park Manager	Member-at-Large, North Whidbey
12.	Scott Sebelsky		Member-at-Large, Camano
13.	VACANT		Member-at-Large, Whidbey Island
14.	Aloha Hart		Member-at-Large – Central/South Whidbey

The Board received one application from Sarah Bergquist for Position #13



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

MEETING DATE: 6/7/16
<u> </u> CONSENT AGENDA
<u> X </u> REGULAR AGENDA
<u> </u> PUBLIC HEARING/MTG
RESOLUTION NO. C-71-16; PLG-008-16

DEPARTMENT: Planning & Community Development	
DIVISION: <i>Long Range Planning</i>	
STAFF CONTACT: Meredith Penny	
AGENDA SUBJECT: Schedule a Public Hearing on Resolution C-71-16; PLG-008-16 in the matter of finishing amending Island County's Development Regulations to protect Fish & Wildlife Habitat Conservation Areas.	
BACKGROUND/SUMMARY:	WORK SESSION DATE: (6/1/16)
<p>On September 22, 2014 the Island County Board of Commissioners adopted new Fish and Wildlife Habitat regulations (ICC 17.02B). On June 24, 2015, the Growth Management Hearings Board (GMHB) issued an order in response to an appeal asserting that the County's update complied with the Growth Management Act with respect to four of the issues raised in the appeal, and did not comply with respect to seven other issues. The purpose of this regulation amendment is to address the Growth Management Hearings Board Order 14-2-0009 regarding four of those seven issues (6, 7, 8, and 9).</p>	
FISCAL IMPACT/FUNDING SOURCE:	
RECOMMENDED ACTION:	
<input type="checkbox"/> Approve/Adopt <input checked="" type="checkbox"/> Schedule Public Hearing/Meeting <input type="checkbox"/> Continue Public Hearing/Meeting <input type="checkbox"/> Information/Discussion <input type="checkbox"/> Other (describe) _____	<p><u>June 21, 2016 at 10:15 a.m.</u></p>
SUGGESTED MOTION: <i>Move to schedule Ordinance C-71-16; PLG-008-16 to a public hearing on June 21, 2016 at 10:15 a.m.</i>	

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

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

IN THE MATTER OF FINISHING
AMENDING ISLAND COUNTY'S
DEVELOPMENT REGULATIONS TO
PROTECT FISH AND WILDLIFE
HABITAT CONSERVATION AREAS

ORDINANCE C-71-16;
PLG-008-16

The Board of County Commissioners has reviewed the proposed Ordinance this ____ day of June, 2016 and sets it for public hearing on the 21st day of June 2016 at 10:15 a.m.

APPROVED this ____ day of June, 2016.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Richard M. Hannold, Chair

Attest:

Debbie Thompson
Clerk of the Board

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF FINISHING
AMENDING ISLAND COUNTY'S
DEVELOPMENT REGULATIONS TO
PROTECT FISH AND WILDLIFE HABITAT
CONSERVATION AREAS

ORDINANCE NO. C-71-16;
PLG-008-16

WHEREAS, Island County conducts planning activities in accordance with Chapter 36.70 RCW, the Planning Enabling Act; and

WHEREAS, the planning process and the Island County Comprehensive Plan are further governed by Chapter 36.70A RCW, the Growth Management Act (GMA); and,

WHEREAS, in order to comply with Chapters 36.70 and 36.70A RCW, Island County adopted its Comprehensive Plan on September 29, 1998 by Ordinance C-128-98, with an effective date of December 1, 1998; and

WHEREAS, state law requires periodic updates of GMA comprehensive plans; and

WHEREAS, the Washington State Legislature amended RCW 36.70A.130 to extend the schedule and subsequent review cycles for GMA comprehensive plan periodic updates; and

WHEREAS, RCW 36.70A.130(4)(b) establishes December 1, 2005 as the date for Island County to take action to review, and if necessary, revise its comprehensive plan and development regulations; and

WHEREAS, during the 2005 periodic update, Island County did not complete its review of the Fish and Wildlife Habitat Conservation Areas component of the Comprehensive Plan and accompanying regulations and policies; and

WHEREAS, the Growth Management Hearings Board issued an order that Island County must review and update its comprehensive plan and development regulations for the protection of fish and wildlife habitat conservation areas by July 24, 2014; and

WHEREAS, following the order issued by the Growth Management Hearings Board Island County immediately began work on updating the County's fish and wildlife conservation areas protection standards; and

WHEREAS, RCW 36.70A.140 requires cities and counties planning under the GMA to establish and broadly disseminate to the public a public participation program identifying procedures providing for early and continuous public participation in the development and amendment of comprehensive land use plans and development regulations implementing such plans; and

WHEREAS, Island County created and adopted a Public Participation Plan and Preliminary Schedule to address RCW 36.70A.140 by Resolution C-96-13 on October 20, 2013; and

WHEREAS, RCW 36.70A.172 requires the use of best available science when developing polices and regulations to protect the functions and values critical areas, including Fish and Wildlife Habitat protections standards; and

WHEREAS, WAC 365-195 establishes criteria for determining if information qualifies as best available science; and

WHEREAS, Island County reviewed a large body of scientific information and prepared a detailed report synthesizing the results of this review (Best Available Science and Existing Conditions Report for Island County's Fish and Wildlife Habitat Conservation Areas, January 2014); and

WHEREAS, Island County reviewed its existing policies and regulations, as well as the findings contained in the Best Available Science Report and produced a report documenting program deficiencies and areas which needed to be updated in order to be consistent with GMA requirements and best available science (Island County Fish and Wildlife Habitat Conservation Areas Audit and Policy/Regulation Framework, March 2014); and

WHEREAS, Island County has developed revised comprehensive plan policies and development regulations to incorporate the findings of the Best Available Science Report and Audit and Policy document; and

WHEREAS, a Technical Advisory Group (TAG) comprised of representatives from the State agencies, County departments, and members of local organizations with expertise in relevant scientific disciplines was used to assist in the process of selecting and analyzing best available science and in drafting revised policies and regulations; and

WHEREAS, The Island County Planning Commission voted to recommend that the Board of Island County Commissioners approve the revised fish and wildlife habitat conservation areas policies and regulations and signed detailed findings of fact supporting this action on June 12, 2014; and

WHEREAS, The Island County Board of Commissioners found that the revised policies and regulations will adequately protect the functions and values of those fish and wildlife habitat conservation areas enumerated in WAC 365-190-130 and that special consideration has been given to protecting anadromous fish as required by WAC 365-195-925; and

WHEREAS, The Board of Island County Commissioners found it necessary to amend Titles III, XVI, and XVII of the Island County Code in order to incorporate and fully implement the revised fish and wildlife habitat conservation areas policies and regulations; and

WHEREAS, The Board of Island County Commissioners found that a new section should be added to Island County Code and codified as Chapter 17.02B ICC; and

WHEREAS, The Board of Island County Commissioners found it necessary to prepare additional findings of fact in order to further clarify, support, and document the County's response to the Growth Management Hearings Board order, and to support a number of minor changes to the Planning Commission's recommended policies and regulations; and

WHEREAS, The Board of Island County Commissioners voted to approve the revised fish and wildlife habitat conservation areas policies and regulations and signed the detailed findings of fact supporting this action on September 22, 2014; and

WHEREAS, The Growth Management Hearings Board issued an order that Island County must take legislative action to comply with the requirements of the Growth Management Act by June 25, 2016; and

WHEREAS, These amendments provided in Exhibit "A," attached hereto are intended as compliance actions for Issues 6, 7, 8, and 9, as described in the Growth Management Hearings Board Final Decision and Order issued June 24, 2015.

NOW THEREFORE,

IT IS HEREBY ORDAINED that the Board of Island County Commissioners adopts amendments to the Fish and Wildlife Habitat protection regulations attached hereto as Exhibit A. Within Exhibit A, material stricken through is deleted and material underlined is added. The material in Exhibit A is intended to be a revision to Island County Code Chapter 17.02B. The Board also hereby adopts Exhibit B, the Board's Findings of Fact.

ADOPTED this _____ day of _____, 2016, following a public hearing.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Richard M. Hannold, Chair

Helen Price Johnson, Member

Jill Johnson, Member

ATTEST:

Debbie Thompson
Clerk of the Board

APPROVED AS TO FORM:

Daniel B. Mitchell as to Exhibit "A"
DANIEL B. MITCHELL
Deputy Prosecuting Attorney and
Island County Code Reviser
Island County Code Amendments

Exhibit A

Revised Island County Code Chapter 17.02B

Chapter 17.02B

Island County Critical Areas Regulations

...

Designation, Classification and Mapping

17.02B.200 - Fish and wildlife habitat conservation areas.

...

- C. Mapping: Map sources showing the approximate location and extent of FWHCA include, but are not limited to critical areas maps adopted or commissioned by the county, such as maps included in the Island County Comprehensive Plan, FWHCA Best Available Science and Existing Conditions Report (the Watershed Company and Parametrix, 2014), and WDFW Priority Habitats and Species (PHS) maps, as most recently updated. These maps are to be used as a guide for the county, project applicants, and/or property owners and will be periodically updated as new critical areas are identified. They are a reference and do not provide a final critical areas designation. In the event of a conflict between FWHCA mapping and the designation criteria outlined above, the designation criteria shall control.

17.02B.210 – Western Toad.

Western Toad breeding sites, as documented by scientifically verifiable data from WDFW, or a qualified professional, shall be protected through the County's wetland and stream critical areas regulations, presently codified in Title 17.

17.02B.210-220 - Wetlands: Reserved.

17.02B.220-230 - Geologically hazardous areas: Reserved.

...

Evaluation and Protection Standards

...

17.02B.430 - Protection standards—Other fish and wildlife habitat conservation areas.

...

- D. Buffers shall be established adjacent to FWHCA as necessary to protect the ecological integrity, structure and functions of the resource from development induced impacts. Buffer widths shall reflect the sensitivity of the species or habitat present and the type and intensity of the proposed adjacent human use or activity.
- E. The director shall determine the appropriate buffer for FWHCA other than streams based on best available science and the following guidance:

Fish and Wildlife Habitat Conservation Area	Buffer Requirement
Areas with a primary association with endangered, threatened, and sensitive species	Buffer shall be based on management recommendations provided by the Washington State Department of Fish and Wildlife PHS Program and shall consider site-specific conditions and recommendation of qualified professional.
State natural area preserves, natural resource conservation areas, and state wildlife areas	Buffers shall not be required adjacent to these areas. These areas are assumed to <u>as long as these areas</u> encompass the land required for species preservation. The director may impose a new buffer or increase the applicable buffer if it is determined that a proposed development would infringe on or inhibit use of the entire property for species preservation. The Planning Department shall confirm the <u>public agency establishing and managing the area has included sufficient land within their buffers to ensure no net loss of habitat functions and values. If buffers are required, they shall reflect the habitat sensitivity and the type and intensity of activity proposed to be conducted nearby.</u>
Species and habitats of local importance	The need for and dimensions of buffers for approved species and habitats of local importance shall be determined on a case-by-case basis by the director according to adopted habitat management plans for the specific resource (section 17.02B.500).

- F. If in reviewing the BSA and proposal, the county determines that impacts to a protected species or habitat may occur as a result of a proposal, a habitat management plan (HMP) may be required. An applicant may either use a standard HMP maintained by the county (if

available) or may choose to complete an HMP for a site-specific analysis to better determine the impact to habitat and to determine the appropriate buffer width for the proposed development based on the site-specific analysis. The preparation and submission of this report is the responsibility of the applicant and subject to approval by the county. The report shall rely on best available science and shall be prepared by a qualified professional.

- G. The HMP may be combined with the BSA. The HMP must be consistent with the management recommendations adopted by the Washington Department of Fish and Wildlife, and the specific attributes of the affected properties, such as, but not limited to, property size and configuration, surrounding land use, and the practicability of implementing the HMP, and the adaptation of the species to human activity.
- H. Standard habitat management plan. Where the county has developed a standard HMP, the applicant may either accept and sign the standard HMP or prepare his or her own HMP pursuant to section 17.02B.430.D. and E. From time to time as the lists of protected species and species of local importance are amended, the county may develop additional standard HMPs, modify adopted standards; and/or delete HMP requirements.

...

17.02B.510 - Designated habitats and species of local importance.

Habitats and species of local importance and protected species that have been approved for designation by Island County include:

A. Protected species list—Flora:

Scientific Name	Common Name	State Status	Federal Status
Agoseris elata	tall agoseris	sensitive	
Sericocarpus rigidus	white-top aster	sensitive	species of concern
Castilleja levisecta	golden indian paintbrush	endangered	listed threatened
Circuta bulbifera	bulb bearing water hemlock	sensitive	
Fritillaria camschatcensis	black lily	sensitive	
Meconella oregana	white meconella	threatened	species of concern
Puccinella nutkaensis	Alaska alkaligrass		

B. Species and habitats of local importance list:

Scientific Name	Common Name	Protected Area	State Status	Federal Status
Ardea herodias	Great blue heron	Nest sites		
Pandion haliaetus	Osprey	Nests		
Dryocopus pileatus	Pileated woodpecker	Nest sites		
Cygnus buccinator	Trumpeter swan	Foraging habitat		
Whidbey Island Game Farm/Au Sable Institute	Not applicable	Property		

C. Native Prairies, Herbaceous Balds and Oak Woodlands, to the extent outside SMP jurisdiction:

1. Deception Pass SP-Goose Rock
2. West Beach/Ebey's Landing Golden Paintbrush Site
3. West Beach – non-native grassland
4. West Beach Road – Unsurveyed Grassland
5. Ebey's Bluff
6. Grasser's Hill (including area locally known as Schoolhouse Prairie)
7. Naas (Admiralty Inlet) Natural Area Preserve
8. Fort Casey State Park Golden Paintbrush site
9. Penn Cove Road
10. San de Fuca schoolhouse
11. Smith Prairie, including Pacific Rim Institute
12. South Smith Prairie

Exhibit B

Board Findings of Fact