

2016

ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE MAY

REGULAR WORK SESSION 3rd WEDNESDAY, MAY 18, 2016

9:00 a.m.	Public Works
9:30 a.m.	Human Resources
9:45 a.m.	Long Range Planning
10:00 a.m.	Sheriff
10:15 a.m.	Facilities
10:30 a.m.	Review Monthly Financial Reports from Auditor & Treasurer
10:45 a.m.	Health Department/Department of Natural Resources
11:15 a.m.	WSU

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

Work sessions are public meetings which provide an opportunity in an informal workshop format for the Board to review in detail ongoing issues with individual departments and elected officials. This time also is 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 Session before being scheduled on the agenda for the Board's regular business meetings held on Tuesdays.

Times for each department are approximate. Due to time constraints, a time slot scheduled for a specific department may be revised (earlier or later) as the Work Session progresses. Because of the workshop format and time sensitivity of certain items, topics may be discussed that are not included on a department's agenda.

Persons requiring auxiliary aids/services should call Island County Human Resources at 360 – 679-7372, 629-4522 Ext. 7372, or 321-5111 Ext. 7372 – at least 24 hours prior to the meeting.

BOCC:pd

cc: Elected Officials
Appointed Department Heads
Press



**ISLAND COUNTY PUBLIC WORKS
COMMISSIONERS AGENDA
~ WORK SESSION ~
Commissioners' Hearing Room
May 18, 2016 @ 9:00 a.m.**

*Bill Oakes, Director/County Engineer
Steve Marx, Assistant Director
Connie Bowers, P.E., Assistant County Engineer*

*County Commissioners: Richard M. Hannold, Chair
Helen Price Johnson, Member
Jill Johnson, Member*

Staff: Pam Dill

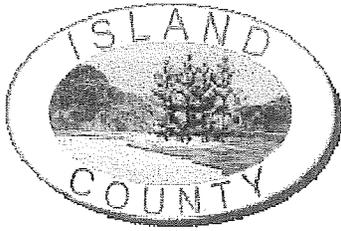
Public Works Staff Present:

Others Present:

I. Roads

- A. Subject/Description:** Surplus of 1999 Chevrolet Suburban 2500
Attachment: Memorandum: Resolution
Action requested: Discussion and Board Approval
Follow up: To be determined
- B. Subject/Description:** Speed Limits
Attachment: Memorandum: Maps
Action requested: Discussion and Board Approval
Follow up: To be determined

I. Roads
A. Surplus of 1999 Chevrolet
Suburban 2500



**ISLAND COUNTY PUBLIC WORKS
ROADS DIVISION**

PO BOX 5000, COUPEVILLE, WA 98239-5000
(360) 679-7331

*William E. Oakes, P.E., Director/County Engineer
Steve P. Marx, Asst. Director
Connie Bowers, P.E., Assistant County Engineer*

MEMORANDUM

April 29, 2016

TO: Board of Island County Commissioners
FROM: Matt Nienhuis x7964
RE: Surplus of 1999 Chevrolet Suburban 2500

Island County Public Works is requesting approval to surplus personal property; a 1999 Chevrolet Suburban 2500 #531, which has lost its economic value and is no longer needed for use.

The surplus resolution will be presented for signature at the May 24th Board of Island County Commissioners meeting.

/me
Attached: Surplus Resolution

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

IN THE MATTER OF THE SURPLUS OF)	RESOLUTION	C- -16
COUNTY PROPERTY: 1999 CHEVROLET)		R- -16
SUBURBAN 2500 #531)		

WHEREAS, Island County has certain personal property, a 1990 Chevrolet Suburban 2500 #531, VIN 1GNGC26R4XJ329111, 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 PUBLIC WORKS
DIVISION*

*P.O. BOX 5000, COUPEVILLE, WA 98239
(360) 679-7331*

*William E. Oakes, P.E., Director/County Engineer
Steve Marx, Asst. Director
Connie W. Bowers, P.E. Asst County Engineer*

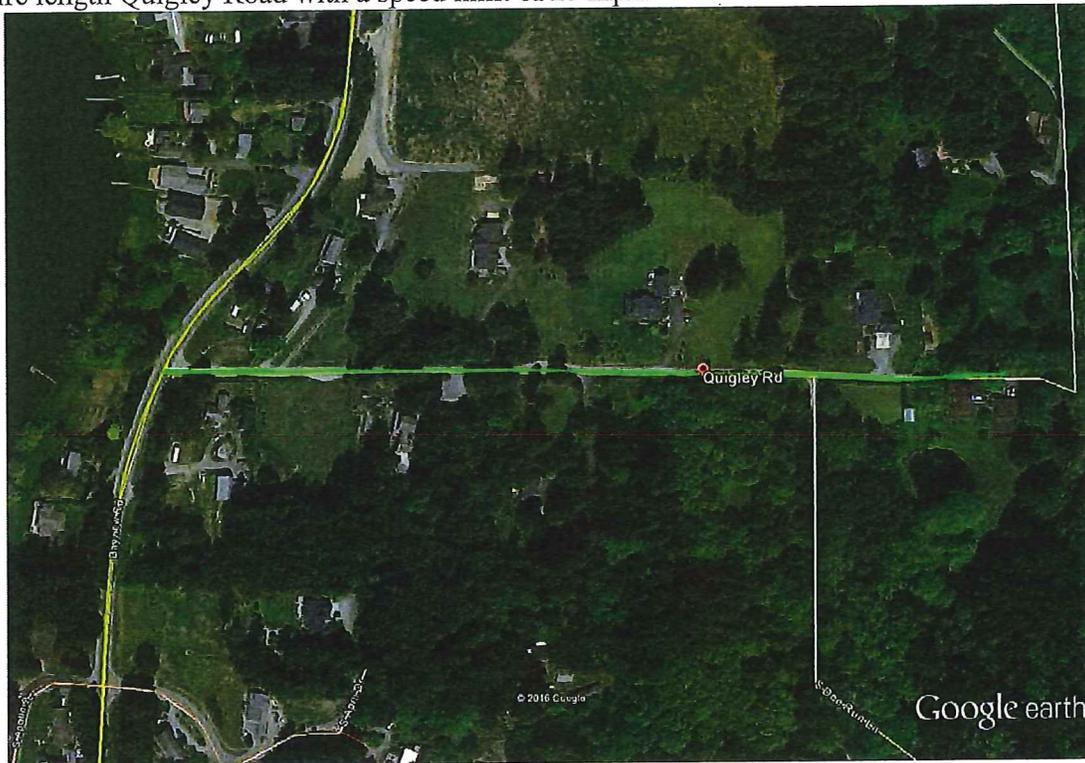
MEMORANDUM

May 9, 2016

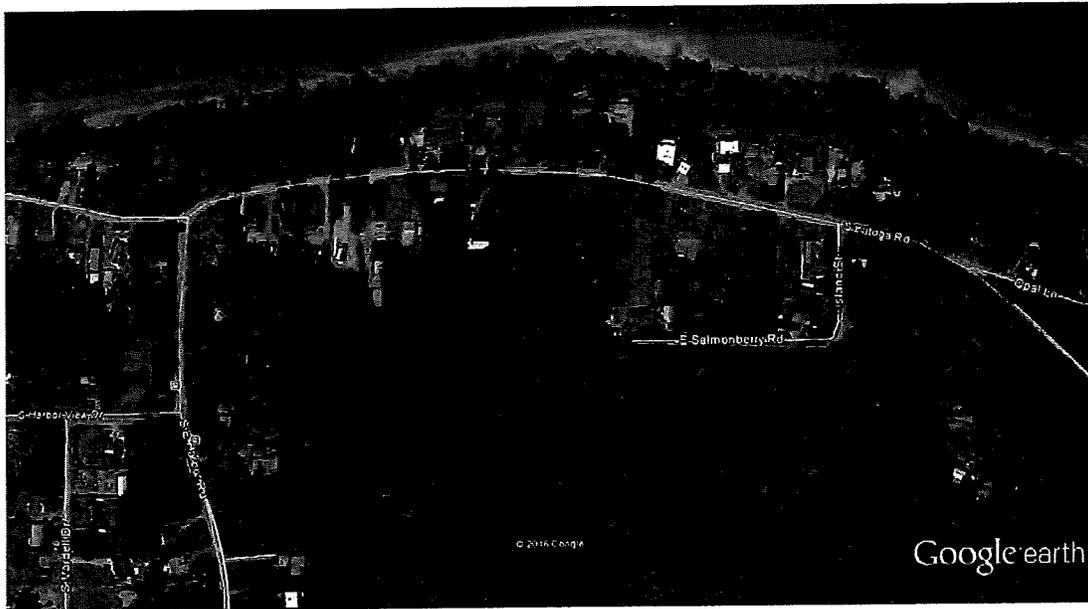
TO: Board of Island County Commissioners
FROM: Spencer Keane – Traffic Engineer
RE: Requests to Evaluate Speed Limits

There are a number of speed limits that should be considered to be amended in the Island County Code. A list of these roads and the reasons for change is located below:

Quigley Road - This is a .33 mile long dead end segment of county road that spurs from Bayview Road. There is currently no section of Island County code regarding this road, but it is currently posted at 25 miles per hour. The recommendation is to add a section of code for the entire length Quigley Road with a speed limit of 25 mph.



Saratoga Road/East Harbor Road -This road travels through the plat of Baby Island Heights, which by default makes the speed limit 25 mph for that section. But, it is classified as a collector in the Island County Transportation Element of the Comprehensive Plan, which states that collectors typically have a speed limit of 35-40 mph. This is seen in the areas on adjacent to the plat, as one side is currently posted as 35 mph and the other at 40 mph. In the information that was gathered on the week on January 18, 2016, the ADT was 191, the 85th percentile speed was 41.2 mph and the pace speed was 28-38 mph. These values would also support a speed limit of 35-40 mph. The recommendation is to extend the 35 mph zone from near Harbor View Drive to the current 40 mph zone near Opal Lane.



Elger Bay Road - Currently there is a section of code regulating the speed limit about 500 feet north and south of the driveway to the school from 8:30 a.m. to 10:30 a.m. and 3:00 p.m. to 4:00 p.m. on days when in session. This location was once equipped with flashing beacons and a corresponding code section stating the school speed limit is in effect "when flashing." The signs were removed due to maintenance issues and replaced with the time placards. There have been several reports of drivers not knowing when the times are enforced due to the small text on the sign, as well as the sheriff having difficulty enforcing for the same reason. The recommendation is to remove the section of code regarding the school zone on Elger Bay Road.



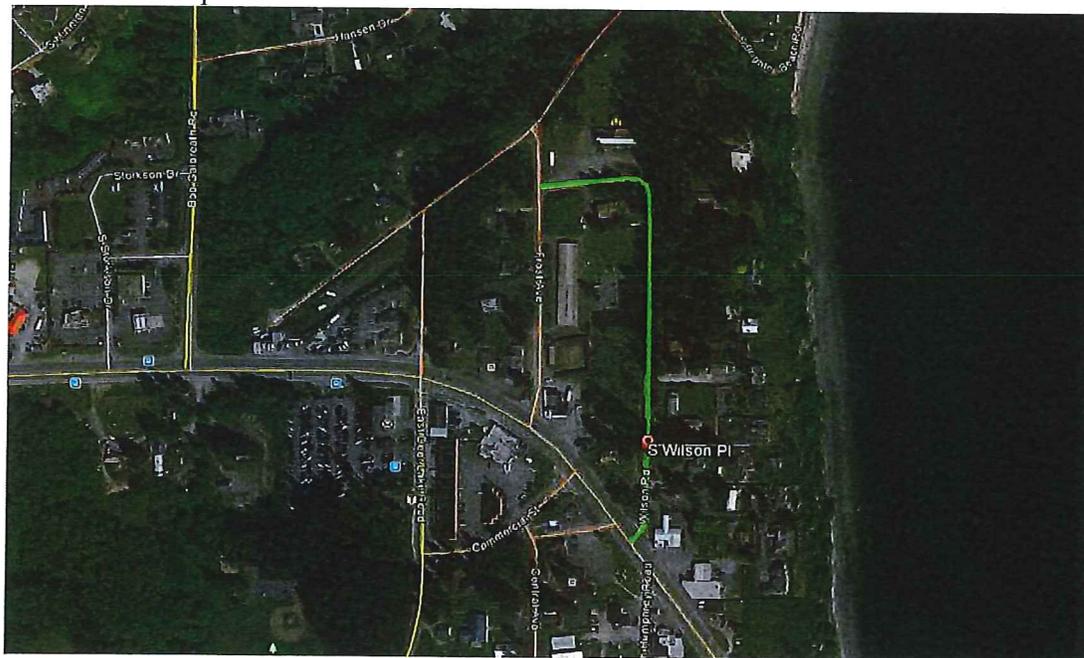
North Camano Drive - There is currently a section of code stating “From its intersection with Arrowhead Beach Road westerly to the Pope and Talbot gravel pit, thirty-five (35) miles per hour.” From the Camano Road Shop Supervisor, the pit was located near the private roads of Fay Ln/Campbell Dr. This would mean that the speed limit between these roads and Utsalady Point Rd is still 50 mph, due to having no code section for this portion of the road. It is currently posted at 35 mph for nearly the entire length of the road—from near Arrowhead Road to where it turns into West Camano Drive. The recommendation is to clarify the code, in effect making the speed limit 35 mph from Arrowhead Road to West Camano Drive.



Crest Place - This is a .11 mile long road that spurs from Elger Bay Road and turns into Rainbow Lane, which is in a plat. There is currently no section of Island County code regarding this road, but it is currently posted at 25 miles per hour. The recommendation is to add a section of code for Crest Place with a speed limit of 25 mph.



Wilson Place - This is a .25 mile long road that spurs from State Route 525 and terminates at Frost Ave in Clinton. There is currently no section of Island County code regarding this road, and there is no posted speed limit. One side borders a plat, and majority of the surrounding roads are posted at 25 mph. The recommendation is to add a section of code for Wilson Place with a speed limit of 25 mph.



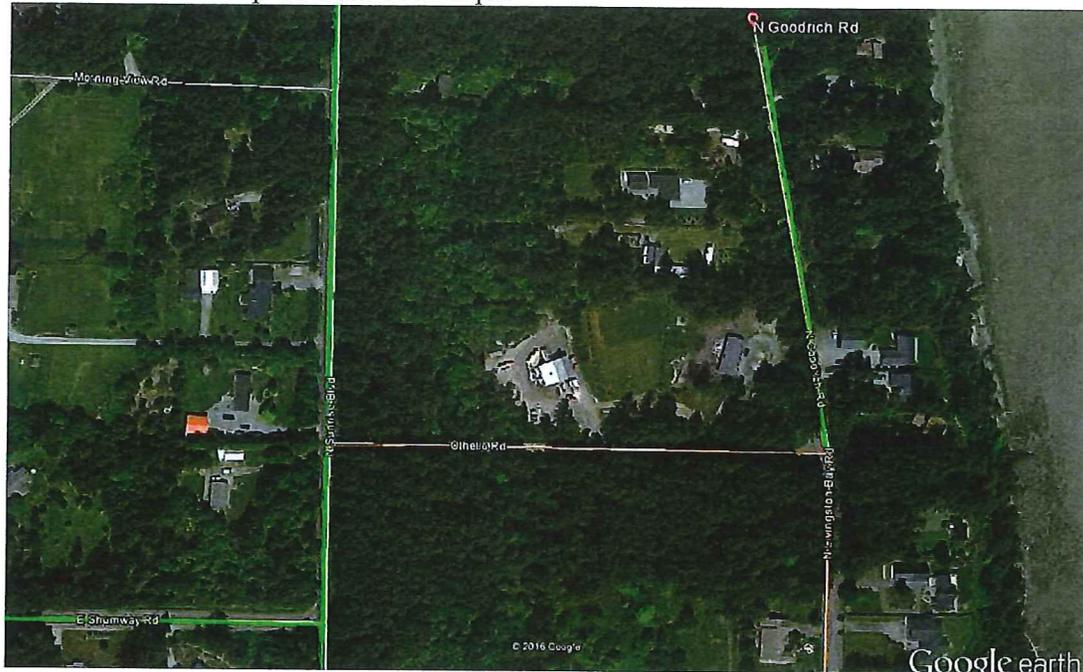
Maxwelton Road - There is currently no section of code regarding the portion of this road south of Dave Mackie Park. The road extends for .29 miles past the park through a residential area, but is not located within a plat. The recommendation is to add a section of code for Maxwelton Road south of the park with a speed limit of 25 mph.



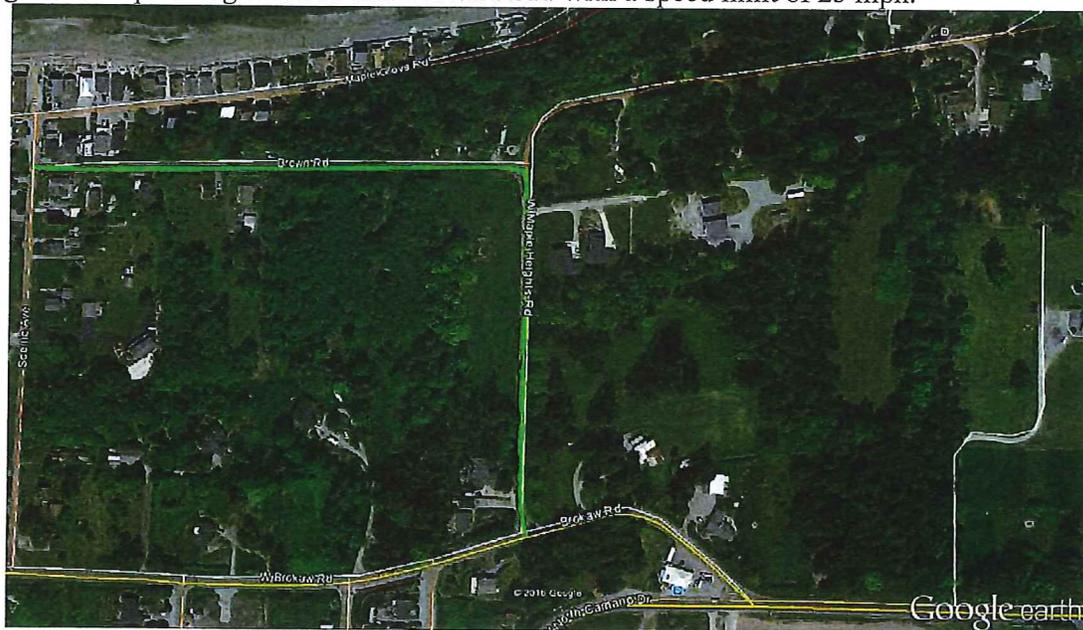
Engle Road - There is a section of code establishing a school zone on the southern end of this road near Fort Casey. But, there is no longer an operating school in this area. The recommendation is to remove this portion of code and the associated signs.



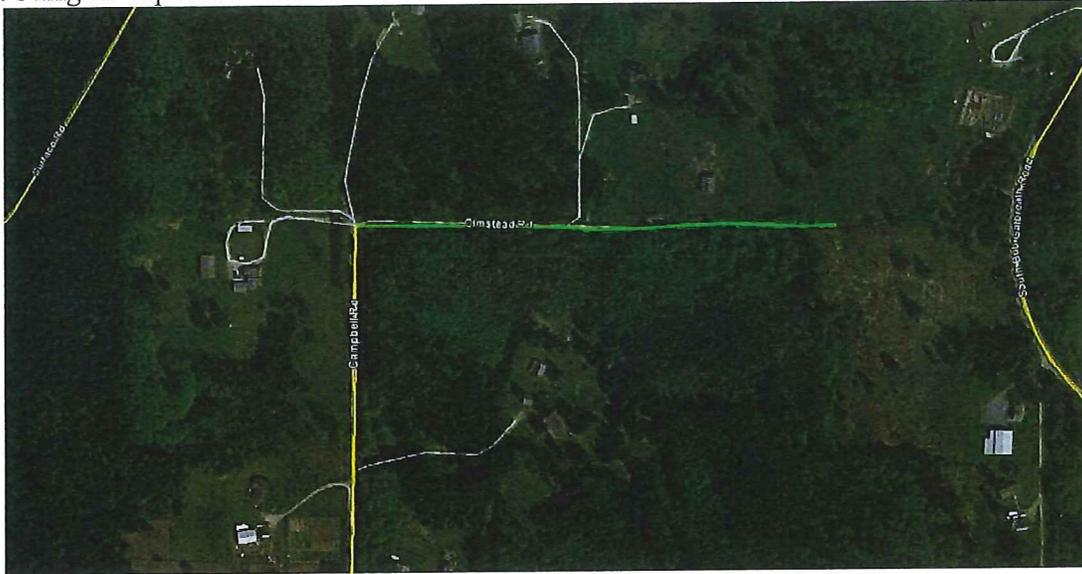
Goodrich Road - This is a .14 mile long dead end segment of county road that spurs from Othello Road/Livingston Bay Road on Camano Island. There is currently no section of Island County code regarding this road, it is a residential area not located in a plat, and there is no posted speed limit. The recommendation is to add a section of code for the entire length of Goodrich Road with a speed limit of 25 mph.



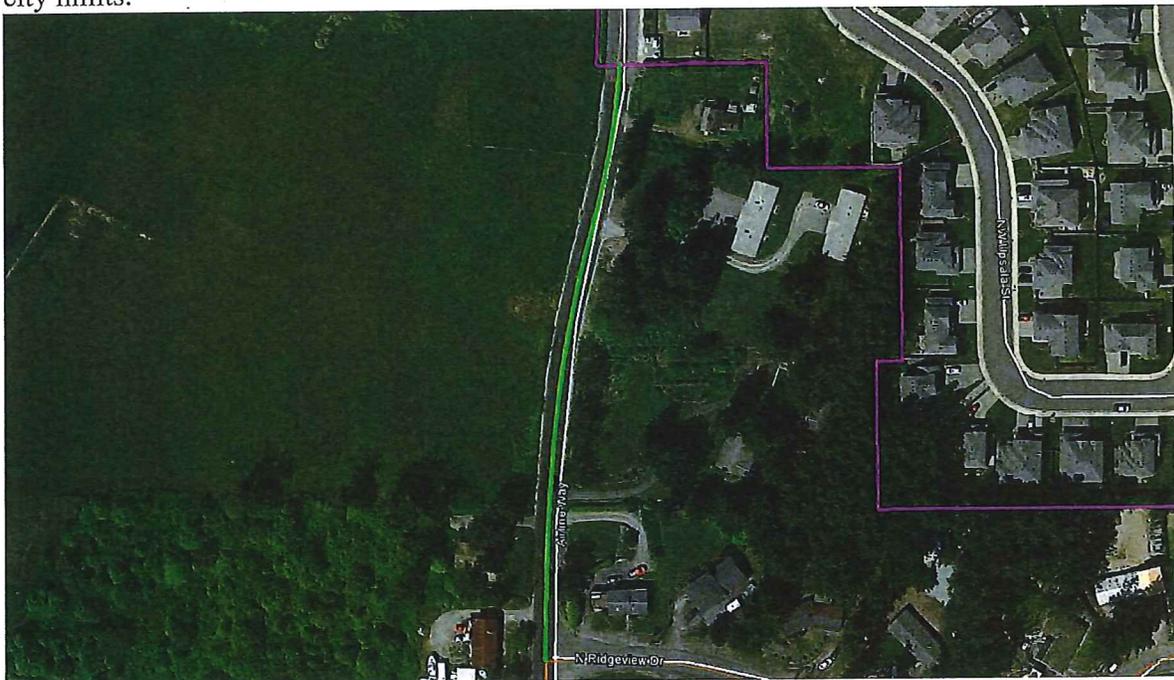
Maple Heights Road and Brown Road- These are two roads that spur from Brokaw Road on Camano Island. There is currently no section of Island County code regarding these roads, they are located in a residential area with a portion of Maple Heights Road located in a plat, and are both posted as 25 mph speed limit. The recommendation is to add a section of code for the entire lengths of Maple Heights Road and Brown Road with a speed limit of 25 mph.



Olmstead Road- This is a .24 mile long dead end road that spurs from Campbell Road. There is currently no section of Island County code regarding this road, and no posted speed limit. The recommendation is to add a section of code for Olmstead Road with a speed limit of 20 mph, due to it being an unpaved road.



Airline Way- There is a portion of this road that is between a plat and the city of Oak Harbor. Since there is currently no section of Island County code regarding this road the speed limit is 50 mph for this portion by default. It is posted as 25 mph speed limit. The recommendation is to add a section of code for Airline Way with a speed limit of 25 mph for the area not in the plat or the city limits.



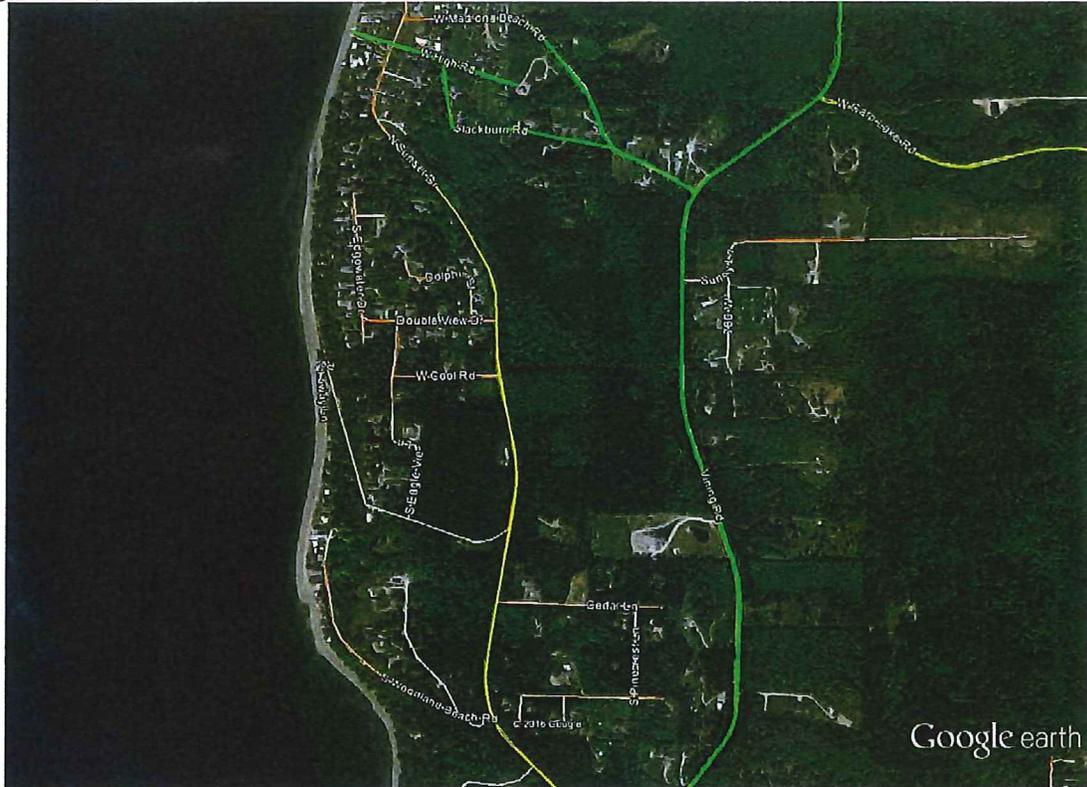
Neely Road - This is a .32 mile long dead end road that spurs from Holst Rd. There is currently no section of Island County code regarding this road, but it is posted as 25 mph speed limit. The recommendation is to add a section of code for Neely Road with a speed limit of 25 mph.

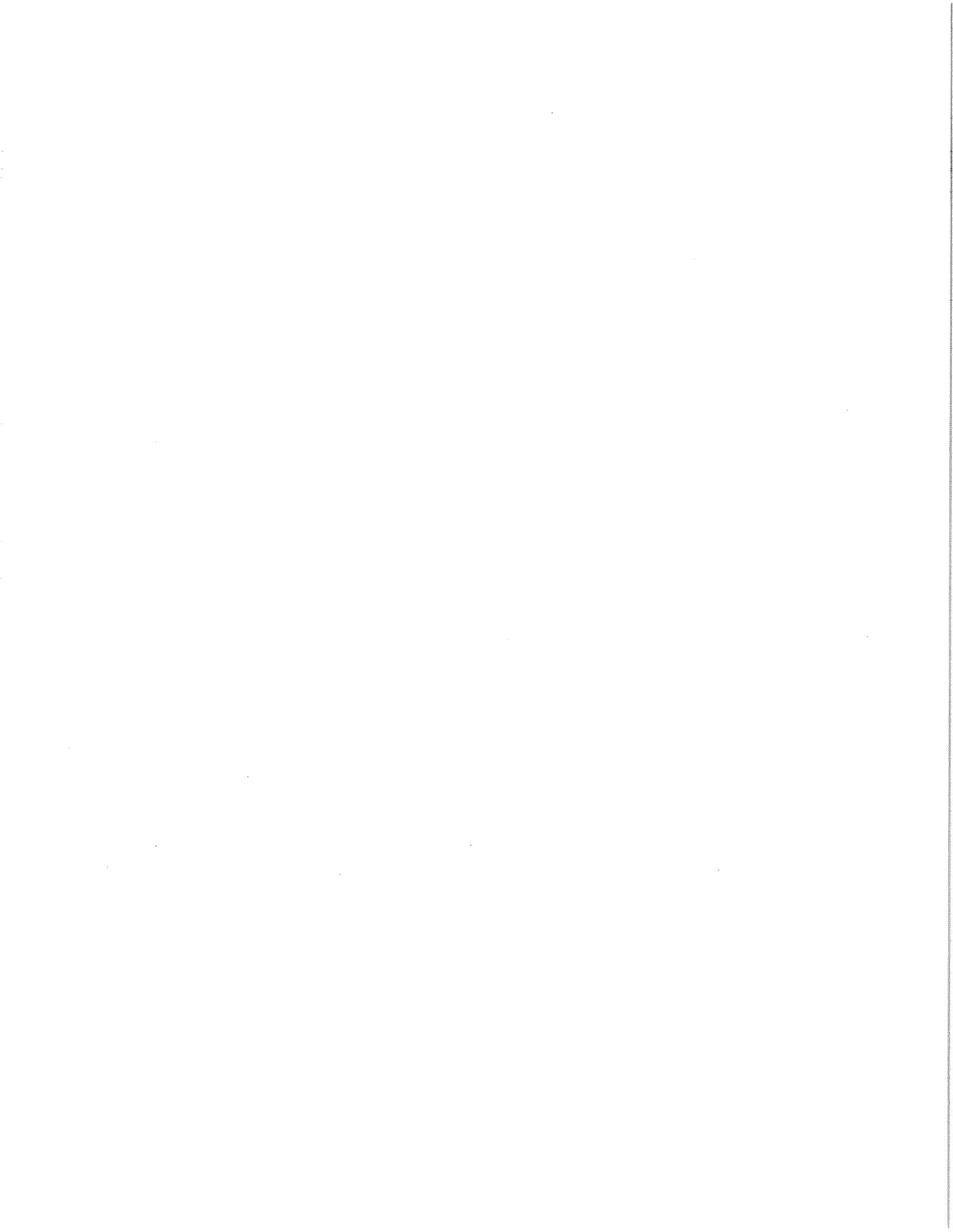


Waynes Ridge Circle- This is a .33 mile long county road that branches from Cross Island Road and turns into a private road of the same name. There is currently no section of Island County code regarding this road, but it is posted as 25 mph speed limit. One side of the road does border a plat, but the other does not, so it does not fit the definition of being *in* the plat. The suggestion is to add a section of code for Waynes Ridge Circle with a speed limit of 25 mph.



Madrona Beach Road/High Road/Blackburn Road/Woodland Beach Road- There is a section of Island County code that states, "All side roads which enter Sunset Drive and serve areas contiguous to Sunset Drive, thirty-five (35) miles per hour." This description does not clearly define which roads it is referring to. The roads that could fit this criterion, and are not located in a plat, would be the ones listed. Madrona Beach Road is currently posted as 25 mph, while the others do not have a posted speed limit. The recommended action is to add a section of code that sets a speed limit of 25 miles per hour for the entire length of Madrona Beach Road, High Road, Blackburn Road, and Woodland Beach Road.







ISLAND COUNTY HUMAN RESOURCES

P.O. Box 5000
Coupeville, WA
98239-5000

Melanie R. Bacon
Director

Phone: (360) 678-7921
Fax: (360) 240-5550

May 18, 2016 Work Session:

- ***Job Requisitions***

Sheriff

- Records Clerk, replacement, SS-4
- Deputized Officer, replacement, GD-10

Job Requisition 2016-049

Job Requisition 2016-048

Juvenile Detention

- Juvenile Detention Officer, replacement, C-9

Job Requisition 2016-046

Human Services

- Mental Health Jail Counselor, replacement, C11

Job Requisition 2016-039 (revised)

Note: reposting of job, upgraded from .65 FTE to 1 FTE, and additional certification of CDP preferred.



ISLAND COUNTY PLANNING & COMMUNITY DEVELOPMENT
Memorandum

TO: Richard M. Hannold, Chair
Board of County Commissioners

FROM: Keith Higman
Interim Long Range Planning Director

SUBJECT: Long Range Planning Work Session: May 18, 2016

1. **Subject/Description:** Comprehensive Plan Update
Attachment: None.
Action Requested: Discussion.

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Sheriff Mark C. Brown

Post Office Box 5000

Coupeville, WA 98239-5000

360-678-4422, 629-4523 x7310, 321-5113 x7310

Fax 360-679-7371 MarkB@co.island.wa.us

Island County Sheriff's Office

STAFF SESSION Meeting Agenda May 18, 2016

SHERIFF

Subject: Resolution C- -16 Amending Island County's Fireworks Chapter 9.08A and Burn Ban Chapter, 14.30B

Attachment: Yes

Proposed Action: Discussion

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

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

ORDINANCE NO. C- -16

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

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

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

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

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

NOW, THEREFORE,

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

ADOPTED this _____ day of _____, 2016 following public hearing. Pursuant to RCW 70.77.250(4), the provisions of this ordinance that regulate fireworks in a manner more restrictive than the state fireworks law shall take effect one year from the date of adoption. The Island County Sheriff shall have the authority effective immediately to issue a Type I burn ban and Type II burn ban, so long as any Type II burn ban issued within one year from the date of adoption of this ordinance does not include the regulation of fireworks in a manner more restrictive than state law for at least one year from the date of adoption.

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

Richard M. Hannold, Chair

Jill Johnson, Member

Helen Price Johnson, Member

ATTEST:

Debbie Thompson
Clerk of the Board

Approved as to Form:

Daniel B. Mitchell
Deputy Prosecuting Attorney and
Code Reviser

Exhibit "A"

Chapter 9.08A - Fireworks

Sections:

9.08A.010 **Fireworks regulations.**

9.08A.020 **Local fire official.**

9.08A.030 **Definitions.**

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

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

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

9.08A.070 **Enforcement.**

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

9.08A.090 **Severability.**

9.08A.010 **Fireworks regulations.**

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

9.08A.020 **Local fire official.**

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

9.08A.030 **Definitions.**

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

Severe dry weather conditions means weather conditions that are so severe and dry as to meet the evaluation criteria for Type II burn ban as specified in Appendix A of chapter 14.03.B Island County Code, the Burn Ban chapter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

discretion. The Island County Fire Marshal may issue such a temporary ban on the use and discharge of consumer fireworks in the unincorporated areas of Island County by issuing a Type II burn ban as authorized by chapter 14.03B of the Island County Code.

9.08A.060 Seizure and forfeiture of fireworks.

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

9.08A.070 Enforcement.

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

9.08A.080 Violations and penalties.

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

9.08A.090 Severability.

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

...

Chapter 14.03B – Burn Ban

Sections:

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

14.03B.010 - Findings.

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

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

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

Burn Ban – Type I includes a ban on all outdoor burning in unincorporated Island County except for recreational fires that occur in designated areas or on private property with the owner's permission. Type I burn bans also do not apply to the use and discharge of consumer fireworks in compliance with chapter 9.08A ICC or chapter 70.77 RCW. The use of barbeque grills using propane or briquettes, or self-contained camp stoves are exempt from Type I burn bans.

Burn Ban – Type II includes a ban on all outdoor burning in unincorporated Island County including a ban on recreational fires that were otherwise exempt from a Type I burn ban and including a ban on the use and discharge of consumer fireworks, unless the use and discharge of such fireworks are authorized by a permit issued by the local fire official pursuant to chapter 9.08A ICC. The use of barbeque grills using propane or briquettes, or self-contained camp stoves are exempt from Type II burn bans. A type II burn ban may not regulate fireworks in a manner more restrictive than state law until at least one year from the date of adoption of the ordinance that allowed a Type II burn ban to include fireworks.

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

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

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

Severe dry weather conditions means weather conditions that are so severe and dry as to meet the evaluation criteria for Type II burn ban as specified in Appendix A of this chapter, 14.03.B Island County Code, the Burn Ban chapter.

14.03B.030 Proclamation of burn ban.

- A. The Island County Sheriff Fire Marshal shall have authority to proclaim a Type I burn ban when atmospheric conditions or other local circumstances create a risk of spread of fire or other hazardous condition, utilizing the criteria set forth in Appendix 1. During periods of severe dry weather conditions, utilizing the criteria set forth in Appendix 1, the Island County Fire Marshal may determine that a ban on small recreational fires and the use and discharge of consumer fireworks in unincorporated Island County is appropriate, the Island County Fire Marshal shall have the authority to declare a Type II burn ban, but only after proper consultation as required in ICC 9.08A.050. A type II burn ban will not apply to the use and discharge of such fireworks that are authorized by a permit issued by the local fire official pursuant to chapter 9.08A ICC.
- B. The burn ban order shall be in writing, signed by the Sheriff Island County Fire Marshal, and kept on file for public inspection in the offices of the Island County Fire Marshal Sheriff and county auditor. Additional copies may be distributed in the discretion of the Island County Fire Marshal Sheriff to facilitate knowledge of the burn ban and facilitate enforcement.

14.03B.040 Public Notice.

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

14.03B.050 Duration.

- A. The A Type I burn ban shall be effective immediately upon issuance and filing in the office of the Sheriff Island County Fire Marshal, unless a later effective date is set in the written order. However, a Type II burn ban, which includes a ban on the use and discharge of consumer fireworks in unincorporated Island County, may not be issued until one year after the adoption date of the ordinance amending this section in accordance with RCW 70.77.250(4). After such one (1) year period, a Type II burn ban that is issued shall be effective immediately upon issuance and filing in the office of the Island County Fire Marshal, unless a later effective date is set in the written order.
- B. The order for Type I or Type II burn ban shall specify a termination date which may not be later than ~~thirty (30)~~ sixty (60) days after the effective date of the ban, and if no termination date is specified, the duration shall be ~~thirty (30)~~ sixty (60) days.

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

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

14.03B.060 Territory covered.

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

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

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

14.03B.080 Penalty.

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

14.03B.090 Enforcement authority.

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

Appendix A – Island County Fire Restrictions Evaluation Guidelines

OBJECTIVES

Fire restrictions have impacts on the public, county, and fire districts within Island County. The Washington State Enhanced Hazard Mitigation Plan published by the Washington State Department of Emergency Management identifies Whidbey Island as a Moderate Wildland/Urban Interface Risk, while Camano Island is classified as High. In order to ensure public safety and reasonable restrictions during periods of moderate to high fire danger, the objectives of this plan are to:

1. Develop a plan to standardize and simplify the process for initiating and rescinding fire restrictions within Island County.
2. Maintain and update when appropriate the geo-political boundaries of geographic fire areas in which fire restrictions may be applied.

3. Define Type I and Type II fire restrictions to ensure they are understandable and legally enforceable.
4. Develop a standard, measurable, and predictive fire risk criteria that provides the Sheriff and Fire Districts direction concerning initiation of fire restrictions.
5. Streamline the communications process between Island County Sheriff, Fire Districts, and the public for initiating fire restrictions.

DEFINITIONS

Geographic Fire Areas, are those areas within Island County that have been generally established as Fire Districts as follows:

District 1 includes all public and private land on Camano Island.

District 2 includes all public and private lands from Libby Road to Deception Pass Bridge, with the exception of the City of Oak Harbor.

District 3 includes all public and private lands south of Mutiny Bay Road and Hwy 525.

District 5 included all public and private lands between Libby Road and Mutiny Bay Road, with the exception of the Town of Coupeville.

Type I Fire Restrictions, prohibits all outdoor open burning, except for open recreational fires in approved fire pits, barbeque grills using propane or briquettes, or self-contained camp stoves.

Type II Fire Restrictions, prohibits all outdoor open burning, including open recreational fires, except for barbeque grills using propane or briquettes, or self-contained camp stoves. Type II Fire Restrictions also prohibit the use of fireworks as provided in the definition of Type II Burn Ban in ICC 14.03B.020.

EVALUATION CRITERIA

The following table is used to quantify the level of risk associated with wildland fire within each Geographic Fire Area in Island County.

	Type I	Type II
Burn Risk Map Class	Moderate	High
10 Hour Fuel Moisture	40% or less	30% or less
Live Fuel Moisture	75% or less	75% or less
Fuel Probability of Ignition	Less than 50%	Greater than 50%
Wildfire Response Level	Moderate	High
Impact of Fire Resources	Moderate	High
Drought Scale	Moderate	Severe

Adverse Fire Weather	Continuing	Imminent
Predicted Relative Humidity	Less than 50%	Less than 40%
Predicted Temperature	65-75 degrees F	Greater than 75 degrees F
Predicted Winds	5-10 mph	Greater than 10 mph

NOTE: Refer to the following agencies to gather evaluation information listed in the chart:

Green: Washington Department of Natural Resources

Blue: Local Fire Districts

Red: National Weather Service

SCORING

Based upon the information gathered using the above chart, restrictions should be considered as follows:

Type I Restrictions: Fuels meet 2 out of the 4 criteria in the green section.
 Impacts to fire districts meets one 1 of the 2 criteria in the blue section.
 Weather meets 2 out of the 4 criteria in the red section.

Type II Restrictions: Fuels meet 3 or more of the criteria in the green section.
 Impacts to local fire agencies meets 1 or more criteria in the blue section.
 Weather meets 3 or more of the criteria in the red section.

COMMUNICATIONS

The Sheriff, in consultation with the Fire Chief within each Geographic Fire Area, will determine the level of fire restrictions to be placed in effect. The day and time that fire restrictions go into effect will be agreed upon by the Sheriff and the Fire Chief of the affected fire area. The press will be notified of the day and time in advance of the closure in order to give advanced notice to the public.

It will be the responsibility of the Fire Chiefs to update the Sheriff of the fire risk conditions within their areas of responsibility.

Rescinding the fire restrictions will follow the same communications process as closure.



Island County Facilities Management

Commissioner's Agenda
- Work Session -
May 18, 2016

Larry Van Horn, Facilities Director

County Commissioners:

*Rick Hannold, Chair
Jill Johnson, Member
Helen Price Johnson, Member*

- 1) Subject/Description: Fairgrounds water systems
- 2) Attachment: Yes
Action Requested: No
Follow up:

- 3) Subject/Description: Fairgrounds Pole Barn grant
Attachment: No
Action Requested: No
Follow up:

- 4) Subject/Description: Donation of truck to Fair Association
Attachment: No
Action Requested: No
Follow up:

- 5) Subject/Description: Human Services Space
Attachment: No
Action Requested: No
Follow up:

Misc. updates:

Scope of Work

Project: Island County Fairgrounds Water Connection
Consultant: Davido Consulting Group, Inc.

Tasks: Coordination of Site Survey, Pre-Design Coordination & Administration, 60% Construction Documents, 90% Construction Documents, Final Construction Documents, Project Specifications, Preconstruction Administration, Construction Inspection/Oversight/ Administration, Prepare Record Drawings, Project Certification and Close-out

Davido Consulting Group, Inc. (DCG) will provide engineering consultation services for the improvements to the water connection at the Island County Fairgrounds in Langley, Washington. This description of the work outlines specific tasks for DCG.

DCG will conduct site visits to aid in familiarity with project scope, existing utilities, potential conflicts, and to verify the accuracy of existing drawings of the project site. Experience with past projects has shown that accurately depicting utilities will reduce the changes necessary in the construction phase of the project where costs are increased. In addition DCG will coordinate a topographic survey of the project site will be provided by a third party. The project survey will provide location and extents of project improvements.

Employing the topographic survey, existing utilities information, and information from site visits DCG will develop the construction plans and specifications required to complete the proposed project. DCG will prepare a 60% construction plan set for the proposed installation of a Reduced Pressure Backflow Assembly to the water service connection to the City of Langley water main serving the Island County Fairgrounds. Following receipt of initial County and City of Langley review comments, DCG will prepare a 90% construction plan set for the improvements for County and City of Langley review and comment. Based on the final review comments, DCG will finalize the project plans for use in project construction. In conjunction with the construction documents DCG will develop project specifications will be developed to set forth standards for materials and workmanship for the contractor to use in the construction of the project. Used in conjunction with the plans, the specifications provide the client with more certainty regarding the end product.

In addition, DCG has set aside time for installation oversight through the construction process. DCG will periodically be on-site to inspect the installation, to answer questions, and to ensure that project specifications are being followed.

Upon completion of the project DCG will coordinate with the contractor and jurisdictions to provide the forms, paperwork, and verifications necessary to properly close out the construction project. Throughout construction the contractor will track any changes or necessary modifications to the project construction plans in order to complete installation of the new facilities. The changes known as "As-built" drawings will be reviewed and incorporated into a final record drawing.

The project will entail:

- Topographic Survey
- 60% Construction Plan Set Preparation
- 90% Construction Plan Set and Project Specifications
- Final Construction Plan Set and Project Specifications
- Construction Support
- Project Certification

This scope and budget assumes that Island County will provide DCG with all pertinent project related survey and utility information. It is also assumes that any additional outside consulting services required for the completion of the project (i.e. critical areas consulting services, permitting assistance, etc.) will be negotiated as an addendum to this Task Assignment.

DAVIDO CONSULTING GROUP, INC.
PROFESSIONAL ENGINEERING SERVICES ESTIMATE - Civil Engineering Services

Project: Island County Fairgrounds - Reduced Pressure Backflow Assembly
Client: Island County Fairgrounds
DCG PM: Jeff Tasoff

TASK NO.	TASK DESCRIPTION	Notes	LABOR CATEGORIES				TOTAL HOURS	TOTAL FOR EACH TASK
			PROJECT MANAGER	PROJECT ENGINEER	ENGINEER CAD/TECH	SITE SURVEYING		
1	Pre-Design Phase							
1a	Coordination of Site Survey	1		2	2	\$2,500	4	\$2,922
1b	Pre-Design Coordination & Administration		8	4			12	\$1,640
2	Construction Plans & Specifications							
2a	60% Construction Document Submittal		4	8	8		20	\$2,264
2b	90% Construction Document Submittal		2	8	4		14	\$1,620
2c	Final Construction Document Submittal		2	4	4		10	\$1,132
2d	Project Technical Specifications	2	8	16			24	\$3,104
3	Construction Phase Assistance	3						
3a	Preconstruction Administration	4	4	8				
3b	Construction Inspection/Oversight/Administration	5 & 6	8	8			16	\$2,128
3c	Prepare Record Drawings	6	2		4		6	\$644
3d	Project Certification and Close-out		2	4			6	\$776
TOTAL ESTIMATED HOURS BY LABOR CATEGORY			40	62	22	LS	112	\$16,230
HOURLY RATE			\$144	\$122	\$89	LS		
TOTAL ESTIMATED CHARGES BY LABOR CATEGORY			\$5,760	\$7,564	\$1,958	\$2,500		

Estimated Maximum Labor Fees: \$16,230

Expenses (reproduction, plots, etc.): Cost + 10%
Mileage: \$0.54 per mile

ESTIMATED TOTAL LABOR: \$16,230

ESTIMATED EXPENSES & MILEAGE: \$100

ESTIMATED TOTAL FEES & EXPENSES: \$16,330

Assumptions:

- 1 Topo Mapping provided by a licensed surveyor. Quotes for this service will be solicited after work order is established.
- 2 Project manual will be created by Island County. DCG will be responsible for technical specifications for items identify on plans.
- 3 Project will be bid and managed by Island County.
- 4 Assumes a single pre-construction meeting and review of contractor submittals
- 5 Selected contractor will be solely responsible for de-watering (design, permitting, installation and operation) if needed.
- 6 Assumes a total of 4 site visits for quality control oversight, testing of installation, and obtaining "as-built" information.

PROJECT CONSTRUCTION COST ESTIMATE
 CLIENT: Island County Fairgrounds
 PROJECT: Reduced Pressure Backflow Assembly Installation
 DATE: April 2016

NO.	ITEM	UNIT	UNIT COST	PROJECT TOTAL	
				QUANTITY	TOTAL COST
1	Project Surveying				
1a	Topographic Mapping Survey	LS	\$ 2,500	1	\$ 2,500
2	Project Installation				
2a	Mobilization	LS	\$ 3,750	1	\$ 3,750
2b	Removal of Structure and Obstructions	LS	\$ 2,500	1	\$ 2,500
2c	Reduced Pressure Backflow Assembly - 6 inches	EA	\$ 7,300	1	\$ 7,300
2d	Insulated Enclosure " Hot Box"	EA	\$ 5,250	1	\$ 5,250
2e	Shoring or Extra Excavation Class A	LS	\$ 1,000	1	\$ 1,000
2f	Ductile Iron Pipe 6 in.	LF	\$ 300	25	\$ 7,500
3	Project Engineering				
3a	Engineering, Design and Technical Specifications	LS	\$ 13,830	1	\$ 13,830

Total Cost =	\$	43,630
Contingency (10%) =	\$	4,363
Sales Tax (8.7%) =	\$	4,200
Total Estimated Construction Cost =	\$	52,000



ISLAND COUNTY PUBLIC HEALTH MEMORANDUM

TO: Richard M. Hannold, Chair
Board of County Commissioners

FROM: Keith Higman
Health Services Director

Subject: Public Health Work Session – May 18, 2016

Note: The first Public Health Work Session of the month is designated for informal discussion of any Board of Health matters.

Administration:

1. *Subject/Description:* None.
Attachment:
Action Requested:

Assessment & Healthy Communities:

1. *Subject/Description:* None.
Attachment:
Action Requested:

Community & Family Health:

1. *Subject/Description:* None.
Attachment:
Action Requested:

Environmental Health:

1. *Subject/Description:* None.
Attachment:
Action Requested:

Natural Resources:

1. *Subject/Description:* Whidbey Island Conservation District – Ebey's Prairie Surface Water Retrofit Project
Attachment: DNR-03-2016
Action Requested: Approval to move to BOCC. Legal and Risk reviews are complete.
2. *Subject/Description:* Request to align, with MRC Operations and Procedures, the terms of MRC members who were affected by the extension made in December 2012.
Attachment: MRC Letter dated May 5, 2016
Action Requested: Approval to align terms.

**AGREEMENT FOR SERVICES
EBEY'S PRAIRIE SURFACE WATER RETROFIT PROJECT**

Contract No. DNR-03-2016

THIS IS AN AGREEMENT made and entered into by and between Island County Public Health a department within Island County, Washington, herein referred to "COUNTY," and the Whidbey Island Conservation District, located at 1 NE 4th Street, Coupeville, WA, 98239, herein referred to as "CONTRACTOR."

WHEREAS, COUNTY has a requirement for providing seed money to a near-term action owner to catalyze implementation of a specific near-term action in the 2014 Puget Sound Partnerships Action Agenda;

WHEREAS, the CONTRACTOR is a near-term action owner;

WHEREAS, a transparent and open process was used to select the near-term action that includes adoption by the Island Local Integrating Organization Executive Committee;

WHEREAS, CONTRACTOR was selected in the competitive process as the owner to implement a near-term action in Central Whidbey using the seed money;

WHEREAS, the implementation of the project will result in improved surface water quality in the largest watershed in Central Whidbey Island which has known water quality impairments;

WHEREAS, project funding for this work is 100% funded through a contract between Island County and the Puget Sound Partnership (Agreement No. 2016-37, Subtask 2.03); incorporated herein as Exhibit A, and;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, **IT IS MUTUALLY AGREED THAT:**

1. PERIOD OF PERFORMANCE

This agreement is effective April 1, 2016 through September 30, 2016.

2. SCOPE OF WORK

Exhibit "B" attached herein.

3. BUDGET

COUNTY shall pay CONTRACTOR to provide described services in Scope of Work – Exhibit B, not to exceed \$25,960.

Task #	Cost
Task 1: Stormwater Diversion and Reuse Project Task 1.1 = \$ 4,800 Task 1.2 = \$ 6,160	\$10,960
Task 2: Conceptual Design for Watershed Planning and Drainage Task 2.1 = \$ 2,000 Task 2.2 = \$13,000	\$15,000
NOT TO EXCEED TOTAL	\$25,960

4. WORK CHANGES

Changes may be made to the Scope of Work upon mutual written agreement between CONTRACTOR and COUNTY, as an amendment to this Contract and incorporated herein.

5. GENERAL PROVISIONS

CONTRACTOR, in performance of services under this contract, shall be an independent contractor and shall not be considered part of Island County government.

CONTRACTOR acknowledges and understands COUNTY is not responsible for payroll deductions such as income tax, social security, etc. CONTRACTOR shall make arrangements according to all state and federal laws, for the payment of such taxes as may apply.

In performance of services under this contract, CONTRACTOR shall not discriminate against any person because of race, religion, color, sex, age, national origin, creed, marital status, sexual orientation, the presence of any sensory, mental or physical handicap, honorably discharged veteran or military status or the use of a trained dog guide or service animal by a person with a disability in the administration or delivery of services or benefits.

CONTRACTOR will provide its own staff, office space, equipment and office supplies to perform the services required under this agreement.

6. CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

CONTRACTOR certifies to the best of its knowledge and belief the entity and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
- B. Have not within a three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State, or local transaction, violation of Federal or State antitrust statutes or commission of embezzlement, forgery, bribery, falsification or destruction of record, making a false statement or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a Governmental entity (Federal, State or local) with commission of any of offenses in B. above; and
- D. Have not within a three (3) year period had one or more public transactions terminated for cause or default.

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

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

7. BILLING AND REIMBURSEMENT PROCEDURES

CONTRACTOR shall submit written claims for reimbursement of services provided under this Agreement on a format prescribed by COUNTY.

Such claim shall be submitted to COUNTY for milestones achieved on a schedule mutually agreed upon by COUNTY and CONTRACTOR. Final payment will be based on satisfactory completion of the project as described in the Scope of Work. Vouchers will be processed by the Auditor and presented to the Board of County Commissioners for approval as soon thereafter as possible.

8. INDEMNIFICATION

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

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

9. INSURANCE/INDUSTRIAL WAIVER

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

- A. CONTRACTOR shall not commence work under this Contract until CONTRACTOR has obtained all insurance required under this paragraph and such insurance has been approved by COUNTY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workmen's Compensation to be maintained by CONTRACTOR shall specifically include COUNTY as an "Additional Insured" and shall not be canceled without sixty (60) days written prior notice to COUNTY. CONTRACTOR'S insurance coverage shall be primary insurance as respect to COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute to it.

- C. CONTRACTOR shall maintain, during the life of the contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect CONTRACTOR from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.

Specific limits required \$2,000,000 General Aggregate
 \$1,000,000 Products/Completed Operations Aggregate
 \$1,000,000 Personal Injury and Advertising Injury
 \$1,000,000 Each Occurrence

The Commercial General Liability Policy will contain an endorsement naming COUNTY as Additional Insured (CG2010) and an endorsement that specifically states CONTRACTOR General Liability shall be primary, and not contributory, with any other insurance maintained by COUNTY.

The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

- D. Commercial General Liability insurance shall be endorsed to include a "cross liability", indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claims are made or suit is brought.
- E. CONTRACTOR shall maintain during the life of this Contract, Business and Automobile Liability Insurance (CA0001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per combined single limit to protect the CONTRACTOR from claims which may arise from the performance of this Contract, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. Covered auto shall be designated as "Symbol 1" any auto.
- F. All Liabilities, coverages, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the fully executed date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of three (3) year tail coverage shall be maintained after the expiration of the contract.
- G. The CONTRACTOR shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The CONTRACTOR shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.
- H. Industrial Insurance Waiver – With respect to the performance of this Contract and as to claims against COUNTY, its officers, agents and employees, 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 COUNTY. However, the CONTRACTOR'S waiver of immunity by the provisions of this paragraph extend only to claims against CONTRACTOR by COUNTY and does not include or extend to claims by CONTRACTOR'S employees directly against CONTRACTOR. This waiver is mutually negotiated by the parties to this Agreement.

- I. Professional Liability Insurance – Prior to the start of work, CONTRACTOR or subcontractor will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$1,000,000 per claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this contract. The policy shall state that the coverage is claims made, and state the retroactive date. Claims Made form coverage shall be maintained by CONTRACTOR or subcontractor for a minimum of three (3) years following the termination of this contract, and the CONTRACTOR or subcontractor shall annually provide COUNTY with proof of renewal.
- J. Sub-contractors – The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontracts shall be subject to all of the requirements stated herein.

10. TERMINATION

This agreement may be terminated by a thirty (30) day written notice by either party.

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

Executed by CONTRACTOR:

Executed by COUNTY:

**FOR WHIDBEY ISLAND
CONSERVATION DISTRICT**

FOR ISLAND COUNTY, WASHINGTON

Wendi Hilborn, Chair Date:
Whidbey Island Conservation District

Richard M. Hannold, Chair Date:
Board of Island County Commissioners



Interagency Agreement

Agreement Number: 2016-37
 Title: Island County LIO – FFY2015 Funding

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

CONTRACTOR INFORMATION

Island County
 PO Box 5000
 Coupeville, WA 98239-5000

Project Manager

Lori Clark
 L.clark@co.island.wa.us
 (360) 679-7352

UBI: 151000298
 EIN: 193740040
 DUNS:
 Type:

Fiscal: Vanya Brown
v.brown@co.island.wa.us
 (360) 678-7889

PSP INFORMATION

PUGET SOUND PARTNERSHIP
 326 EAST D STREET
 TACOMA, WA 98421-1801

Project Manager

Suzanna Stoike
 Suzanna.stoike@psp.wa.gov
 (360) 701-4604

PURPOSE

The purpose of this agreement is to provide financial support for the coordination of the Island Local Integrating Organization (LIO).

STATEMENT OF WORK

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

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

PERIOD OF PERFORMANCE

The period of performance under this agreement will be from the date of execution (12/21/2015) through September 30, 2016. No work shall commence under this agreement until it has been fully executed by both parties.

COMPENSATION AND PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed Seventy-five thousand dollars (\$75,000). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. CONTRACTOR'S compensation for services rendered shall be in accordance with the Budget & Billing Procedures attached as Exhibit C.

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

FEDERAL FUNDING INFORMATION

This Contract includes federal funding Yes No
 CONTRACTOR is a Sub-Recipient for purposes of this agreement Yes No

CFDA #	CFDA Title	Federal Grant Award Number	Federal Grant Award Name	Federal Agency Name



BY: _____

66.123	Puget Sound Action Agenda: Technical Investigations & Implementation Assistance Program	PC-00J90301	Puget Sound Technical Investigations & Implementation	Environmental Protection Agency
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TERMS AND CONDITIONS

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

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

ORDER OF PRECEDENCE

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

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

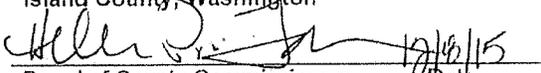
ENTIRE AGREEMENT

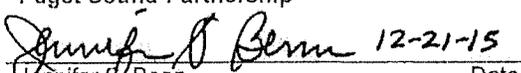
This agreement, including referenced exhibits and any other provision, term or material expressly incorporated by reference, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

APPROVAL

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

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

Island County, Washington

 Board of County Commissioners
 Helen Price Johnson, Chair
 Date: 12/16/15

Puget Sound Partnership

 Jennifer S. Benn
 Director of Administrative Services
 Date: 12-21-15

APPROVED AS TO FORM:

/s/ Jonathan Thompson
 Assistant Attorney General

December 5, 2013

EXHIBIT A -
GENERAL TERMS AND CONDITIONS

Title: Island County LIO – FFY2015 Funding

1. DEFINITIONS

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

- A. "AGENCY" means the Puget Sound Partnership (PSP) of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" means the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" means that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.
- D. "DEBARMENT" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
- E. "EPA" means U.S. Environmental Protection Agency.
- F. "SUBCONTRACTOR" means one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.
- G. "SUB-RECIPIENT" means a non-federal entity that expends Federal subawards received from a pass-through entity to carry out a Federal program and is accountable to AGENCY for the use of the Federal funds provided by subaward. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in Circular A-133 Subpart B §___,210, Subrecipient and vendor Determination. The subrecipient determination is documented on this agreement cover sheet.

2. AMERICANS WITH DISABILITIES ACT (ADA)

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

3. ADVANCE PAYMENTS PROHIBITED

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

4. AMENDMENT

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

5. ASSIGNMENT

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

6. ASSURANCES

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

7. CONFIDENTIALITY

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

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

8. CREDIT AND ACKNOWLEDGEMENT

Reports, documents, signage, videos, or other media, developed as part of projects funded by EPA funded Agreements shall display both the EPA and Puget Sound Partnership logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement PC-00J90301. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period.

9. DEBARMENT AND SUSPENSION

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

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

10. DISALLOWED COSTS

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

11. DISPUTES

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

In the event that a dispute arises under this Agreement, and the CONTRACTOR is not a state agency, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall

appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

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

12. DUPLICATION OF BILLED COSTS

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

13. GOVERNING LAW AND VENUE

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

14. HOTEL MOTEL FIRE SAFETY ACT

The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) establishes a number of fire safety standards which must be met for hotels and motels. Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a if any portion of this contract will be paid with federal funds, CONTRACTOR agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended. CONTRACTOR may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

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

15. INDEPENDENT CAPACITY

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

16. INTELLECTUAL PROPERTY RIGHTS

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

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

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

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

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

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

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

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

Material which CONTRACTOR uses to perform the contract but is not created for or paid for by AGENCY is not "work made for hire"; however, CONTRACTOR shall grant the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display, provided that such license shall be limited to the extent which CONTRACTOR has a right to grant such a license to use this material for AGENCY internal purposes at no charge to AGENCY. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY. The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any material delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the material by the CONTRACTOR.

17. LOBBYING PROHIBITED

- a. By signing this contract, CONTRACTOR agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying, 31 U.S.C. § 1352, and 40 CFR Part 30 if applicable. CONTRACTOR shall include the language of this provision in subcontracts that exceed \$100,000 of federal funds and require all subcontractors to certify and disclose accordingly.
- b. No Federal appropriated funds shall be paid by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- c. If this contract includes federal funds exceeding \$100,000, CONTRACTOR shall sign and submit to AGENCY Exhibit D, Attachment 2, PSP Certification Regarding Lobbying (based on EPA Form 6600-06 (Rev. 06/2008). If CONTRACTOR signed and submitted the PSP Certification Regarding Lobbying form during the procurement process for this contract it is not necessary to resubmit the certification.
- d. If CONTRACTOR expends non-federal funds in any amount to lobby as detailed in a., above, CONTRACTOR shall complete and submit to Standard Form LLL (Rev. 4/2012), Disclosure of Lobbying Activity. The form can be found at:
http://www.epa.gov/ogd/AppKit/form/sfillin_sec.pdf.

18. LOBBYING AND LITIGATION

The chief executive officer of CONTRACTOR shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

19. NONDISCRIMINATION and DISADVANTAGED BUSINESS ENTERPRISES

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

20. PAYMENT TO CONSULTANTS

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

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individual who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.369j), as applicable, for additional information.

As of January 1, 2015, the limit is \$608.34 per day \$76.04 per hour.

21. PROJECT APPROVAL

The quality, extent and character of any and all work, deliverables and/or services to be performed under this agreement by the CONTRACTOR shall be subject to the review and approval of the AGENCY through the Project Manager or other designated official. In the event that the AGENCY determines that any work, deliverable, and/or service performed by the CONTRACTOR is unsatisfactory, the AGENCY may withhold reimbursement for the unsatisfactory work performed by the CONTRACTOR or require that the CONTRACTOR remediate their work product to get it to the satisfaction of the AGENCY. The Parties may agree in the Statement of Work to specific approval, acceptance, and/or remediation terms. If the Statement of Work is silent on this topic, the Disputes provision, above, will govern the resolution process.

22. RECORDS MAINTENANCE

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

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

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall

be retained until all litigation, claims, or audit findings involving the records have been resolved.

23. RECYCLED PAPER

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

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

24. RESPONSIBILITIES OF THE PARTIES

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

25. SEVERABILITY

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

26. SUBCONTRACTING

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

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

27. TERMINATION DUE TO FUNDING

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

28. TERMINATION FOR CAUSE

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

29. TERMINATION FOR CONVENIENCE

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

30. TREATMENT OF ASSETS

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

31. WAIVER

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

EXHIBIT B -
STATEMENT OF WORK

Title: Island County LIO – FFY2015 Funding

Task 1: Maintain, Organize, Facilitate and Administer a Local Integrating Organization

The local integrating organization is responsible for organizing and supporting a committee of representative Action Agenda implementation interests. The LIO shall maintain sufficient administration, facilitation, and coordination capacity to support the on-going goals and objectives of a LIO.

Required for FFY 2015 funding:

- Subtask 1.01 Maintain a local point of contact for the local integrating organization.
- Subtask 1.02 Serve as an agent for arranging, coordinating and reporting with local participants.
- Subtask 1.03 Arrange meetings, prepare agendas and facilitate meetings.
- Subtask 1.04 Develop and distribute summary minutes and materials to committees and PSP.
- Subtask 1.05 Submit updated name and organizational affiliation of each LIO member to PSP.
- Subtask 1.06 Maintain publicly-available information on the LIO, including notice of meetings and/or opportunities for content review. Maintain LIO information on a public website.
- Subtask 1.07 Participate in regional meetings and trainings, including:
 - Participating in quarterly LIO Coordination meetings and occasional conference call or web meetings
 - Participating in trainings and workshops organized or supported by PSP
 - Participating on behalf of the LIO in a Leadership Council Report Card Forum as requested

Task 2: Coordinate Local Implementation of the Action Agenda

Local integrating organizations serve an important role in coordinating local implementation of priorities identified in the Action Agenda and are an important element in the National Estuary Program (NEP) funding model. LIOs may tailor the following sub-tasks to their scope of work for FFY 2015 funding. Work under this task will be based upon local near-term actions in the 2014 Action Agenda, the LIOs 2-year Implementation Plan for the 2016 Action Agenda, and approaches identified in the LIOs 5-year Ecosystem Recovery Plan. These items will be negotiated with PSP.

Required for FFY 2015 funding:

- Subtask 2.01 Coordinate funding opportunities for near-term actions in the 2014 Action Agenda and the LIOs 2-year Implementation Plan for the 2016 Action Agenda, including responses to requests for direct funding opportunities or competitive RFPs.

Examples:

- *Organize and facilitate conference calls or meetings to connect near-term action owners with funding opportunities and coordinate funding applications*
- *Assist near-term action owners with grant writing and/or identification of funding opportunities*
- *Cross-walk between existing funding sources and leverage existing partnerships that can contribute to near-term action implementation*

Subtask 2.02 Coordinate and catalyze implementation of near-term actions identified in the 2014 Action Agenda and the LJOs 2-year Implementation Plan for the 2016 Action Agenda. Address barriers to implementation of approaches identified in the 5-year Ecosystem Recovery Plan.¹

- *Facilitate quarterly report-outs from near-term action owners in an open forum, with a focus on addressing barriers to implementation*
- *Convene leaders of shoreline incentive programs within the X Action Area described in the LJOs 5-year Ecosystem Recovery Plan. Ensure that efforts are non-duplicative and leverage the expertise, resources and mission of implementing entities while being targeted towards an overall reduction in shoreline armoring within the Action Area. Work within the broader LJO where possible to address specific barriers identified by this group of implementers.*

Subtask 2.03 Provide seed money to a near-term action owner to catalyze implementation of a specific near-term action in the 2014 Action Agenda using a process approved by the LJO and negotiated with PSP².

- Develop a transparent process to select the NTAs for use of the seed money that includes adoption by the Executive Committee. Submit the documented process and NTA selection date to PSP Ecosystem Recovery Coordinator by November 1, 2015.
- Submit a detailed scope of work and budget for use of the seed money to your Ecosystem Recovery Coordinator for review and approval within 45 days of adoption of the NTA by the LJO executive body. The scope of work must include a timeline that demonstrates completion of the work and/or deliverables by September 30, 2016.

Subtask 2.04 Develop a communication strategy related to advancing Puget Sound recovery, such as implementation of Action Agenda strategic initiatives and the LJOs 5-year Ecosystem Recovery Plan.

Task 3: Performance Management

The LJO shall report on progress toward sub-tasks and deliverables through a quarterly progress report provided to PSP approximately two weeks after the end of each quarter (January 15, April 15, July 15, and October 15). These reports will be used for the Financial Ecosystem Assessment Tracking system (FEATs), NEPORT, and other reporting needs. Quarterly near-term action

¹ Note: Project management for specific projects will not be covered under this grant.

² See PSP guidance for applicable uses of seed money.
AGREEMENT NO. 2016-37

status reports and annual financial reports in this task are closely linked with Task 2 regarding identifying and addressing barriers to Action Agenda implementation.

Required for FFY 2015 funding:

- Subtask 3.01 Send progress reports, billing summary by task, and proof of expenditure for these activities to the PSP on a quarterly basis in the PSP reporting format (*i.e. the "Paypack" document*).
- Subtask 3.02 Track implementation and status of local near-term actions and performance measures on a quarterly basis, and include them as part of the quarterly progress report in the Action Agenda Report Card reporting format provided by PSP.
- Subtask 3.03 Distribute Progress Report to committee(s) at least quarterly.
- Subtask 3.04 Track and report financial data on an annual basis in PSP reporting format, including estimated costs and budgeted (available) amount and expenditures for each local near-term action.
- Subtask 3.05 Upon request from PSP, present and/or provide written materials to the PSP management conference on NTA progress. Examples include presenting at a Report Card Forum or providing information for the State of the Sound publication.
- Subtask 3.06 Develop story maps to communicate LIO successes; utilize PSP provided.

Task 4: Support revisions, updates, and adaptive management of a 5-year Ecosystem Recovery Plan and a 2-year Implementation Plan

The LIO shall communicate and manage revisions to a 5-year Ecosystem Recovery Plan and 2-year Implementation Plan in collaboration with the local partners. Specific needs within or in addition to these sub-tasks should be tailored to the LIO in consideration of available resources.

Required for FFY 2015 funding:

- Subtask 4.01 Present a summary of the LIOs 5-year Ecosystem Recovery Plan to the Strategic Initiative Teams (termed "Strategic Initiative Transition Teams" in 2016). Provide subsequent presentations, as necessary, as plans are refined.
- Subtask 4.02 Develop and maintain a working relationship with the local ECO Net(s) (coordinator to coordinator) within the LIO geography.
 - Participate in activities, including discussions, to integrate the work of the LIO and local ECO Net(s). Actively participate, or designate a LIO member as a representative to participate, for the duration of the process.
 - Engage the local ECO-Net(s) in development of approaches in the 5-year Ecosystem Recovery Plan
 - Engage the ECO-Net in development of near-term actions in the 2-year Implementation Plan that relate to sub-strategies under the three Strategic Initiatives and address LIO priorities in the 5-year Ecosystem Recovery Plan.
 - Revise, update and adaptively manage the 5-year Ecosystem Recovery Plan and the 2-year Implementation Plan as part of the

Title: Island County LIO – FFY2015 Funding

Provide seed money to a near-term action owner to catalyze implementation of a specific near-term action in the 2014 Action Agenda using a process approved by the LIO and negotiated with PSP ³ .				
Subtask 2.04 Develop a communication strategy related to advancing Puget Sound recovery, such as implementation of Action Agenda strategic initiatives and the LIOs 5-year Ecosystem Recovery Plan. Submit to PSP a draft/final communication strategy as approved by the LIO Executive Committee by June 30, 2016.	X	X	X	X
DRAFT Task 3: Performance Management - \$ 5,901				
Subtask 3.01 Send Progress Reports and Billing Summaries by task and proof of expenditure for these activities to the PSP on a quarterly basis in the PSP reporting format. Quarterly progress reports will describe progress on each of the sub-tasks in this Scope of Work.	X	X	X	X
Subtask 3.02 Provide to PSP the status of local NTAs and performance measures in the PSP reporting format (performance status, status comments) on a quarterly basis. Provide exception reporting and corrective actions as necessary.	X	X	X	X
Subtask 3.03 Distribute local NTA progress report to appropriate LIO committees, and provide documentation to PSP (e.g. copy of email distribution).	X	X	X	X
Subtask 3.04 Provide to PSP financial data on an annual basis in the PSP reporting format, including estimated costs and budgeted and expenditure amount for each local near-term action.				X
Subtask 3.05 Provide presentation and/or written materials to PSP if requested.	TBD	TBD	TBD	TBD
Subtask 3.06 Develop story maps to communicate LIO NTA successes by March 1, 2015 (Ala Spit, Ebey's Landing, Cornet Bay); utilize PSP provided format			X	
DRAFT Task 4: Update Local Action Agenda Pressures, Near-Term Actions, and Performance Measures - \$ 3,934				
Subtask 4.01 Provide to PSP a copy of presentation(s) to Strategic Initiative Teams.	X	TBD	TBD	TBD
Subtask 4.02 Describe engagement of ECO-Nets in LIO planning in quarterly progress reports submitted to PSP.	X	X	X	X
Total Budget	\$ 75,000			

PROGRAM SPECIFIC REQUIREMENTS/NARRATIVE

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

³ See PSP guidance for applicable uses of seed money.
AGREEMENT NO. 2016-37

**EXHIBIT C -
Budget & Billing Procedures**

Title: Island County LIO – FFY2015 Funding

CONTRACT: 2016-37													
PROJECT TITLE: Island County LIO - FFY2015 Funding													
		TASK 1		TASK 2		TASK 3		TASK 4		TOTAL			
		Maintain, Organize, Facilitate and Administer a Local Integrating Organization		Coordinate Local Implementation of the Action Agenda		Performance Management		Support revisions, updates, and adaptive management of a 5-year Ecosystem Recovery Plan and a 2-year Implementation Plan					
	Job Classification	UNIT	RATE	UNITS	COST	UNITS	COST	UNITS	COST	UNITS	COST		
SALARY COST	LIO Coordinator	HR	\$30.00	277	\$ 8,310	392	\$11,773	139	\$4,155	92	\$ 2,770	900	\$27,008
TOTAL SALARY				277	\$ 8,310	392	\$11,773	139	\$4,155	92	\$ 2,770	900	\$27,008
BENEFITS	LIO Coordinator	HR	24%		\$ 1,953		\$ 2,767		\$ 976		\$ 651		\$ 6,347
TOTAL BENEFITS					\$ 1,953		\$ 2,767		\$ 976		\$ 651		\$ 6,347
OTHER DIRECT COSTS	Communications (webex)				\$ 250		\$ -		\$ -		\$ -		\$ 250
	Training				\$ -		\$ 500		\$ -		\$ -		\$ 500
Total ODCs					\$ 250		\$ 500		\$ -		\$ -		\$ 750
SUPPLIES	Office				\$ 763		\$ -		\$ -		\$ -		\$ 763
TOTAL SUPPLIES					\$ 763		\$ -		\$ -		\$ -		\$ 763
TOTAL SUBCONTRACTORS	Subtask 2.03 seed money				\$ -		\$30,000		\$ -		\$ -		\$30,000
TRAVEL EXPENSES	Fuel				\$ -		\$ 350		\$ -		\$ -		\$ 350
TOTAL TRAVEL					\$ -		\$ 350		\$ -		\$ -		\$ 350
TOTAL DIRECT COST					\$ 11,276		\$45,380		\$6,131		\$ 3,421	900	\$66,218
INDIRECT COSTS (Indirects not charged to seed money)			15%		\$ 1,691		\$ 6,808		\$ 770		\$ 513		\$ 9,782
TOTAL COSTS					\$ 12,967		\$62,198		\$6,901		\$ 3,934		\$76,000

BILLING PROCEDURES

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

THE AGENCY will pay for work and expenses that occurred within the period of performance. The AGENCY reserves the right to withhold 10% of the payment under each reimbursement request until satisfactory completion of the project.

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

The AGENCY may terminate the agreement or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to comply with any term or condition of this contract.

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

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

If the CONTRACTOR expends more than the amount of the AGENCY funding in this agreement in anticipation of receiving additional funds from the AGENCY, it does so at its own risk. The AGENCY is not legally obligated to

reimburse the CONTRACTOR for costs incurred in excess of the AGENCY's approved budget.

The CONTRACTOR shall submit at least a quarterly invoice voucher or equivalent document to the AGENCY. Payment for approved goods and/or services will be made by check, warrant or electronic fund transfer (EFT) within 30 days of receipt of the invoice. Invoices shall be paid within 30 days after this agreement expires. The CONTRACTOR must submit invoices for all work done within a fiscal year 30 days after the end of the fiscal year.

BILLING DETAIL

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

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

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

Submit reimbursement requests to:
*Puget Sound Partnership
Fiscal Unit
326 East D Street
Tacoma, WA 98421-1801*

Requests may be submitted electronically to pspfiscal@psp.wa.gov

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



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

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

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

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

Helen Price Johnson Chair
Typed Name & Title of Authorized Representative

Helen Price Johnson
Signature and Date of Authorized Representative

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

EXHIBIT E

Puget Sound Partnership SUB-RECIPIENT FEDERAL REQUIREMENTS

Title: Island County LIO – FFY2015 Funding

1. INTRODUCTION

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

2. AUDIT REQUIREMENTS

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

3. COST PRINCIPLES/INDIRECT COSTS FOR STATE AGENCIES

If an EPA award is received before December 26, 2014 and no funding is added on or after December 26, 2014, the recipient agrees to comply with the cost principles of the below listed federal regulations, to the extent they apply to the sponsor.

- 2 CFR 225 (A-87) for State, Local, and Indian Tribal Governments
- 2 CFR 220 (A-21) for Educational Institutions
- 2 CFR Part 230 (A-122) for Non-Profit Organizations

If an EPA award is received on or after December 26, 2014, the recipient will comply with the Cost Principles: 2 CFR 200, Subpart E

If an EPA award is received prior to December 26, 2014, and supplemental or incremental funding is added to the award on or after December 26, 2014, the recipient will comply with the Cost Principles: 2 CFR 200 Subpart E.

Unless otherwise indicated, the cost principles apply to the use of funds provided under this agreement and in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.

4. CIVIL RIGHTS OBLIGATIONS

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

5. NON DISCRIMINATION AND DISADVANTAGED, MBE, WBE BUSINESS ENTERPRISES ADDITIONAL REQUIREMENTS

CONTRACTOR agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement, contained in 40 CFR, Part 33. CONTRACTOR shall include the following provision in all subcontracts involving use of federal funds:

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

6. DRUG FREE WORKPLACE

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

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

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

<http://ecfr.gpoaccess.gov>.

7. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS

- a. In order to comply with the FFATA, the Sub-Recipient shall complete the FFATA Data Collection Form (FFATA Data Collection Form, Exhibit E, Attachment 2) and return it to the AGENCY. The AGENCY will report basic agreement information, including the required DUNS number, for all federally-funded agreements at www.fsrs.gov. This information will be made available to the public at www.usaspending.gov. Sub-Recipients who do not have a DUNS number can find guidance at www.grants.gov. Please note that AGENCY will not pay any invoices until it has received the completed FFATA Data Collection Form.
- b. To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.
- c. Any sub-recipient that meets each of the below criteria must also report compensation for its five top executives, using AGENCY's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form if the sub-recipient meets the following criteria:
 - Receives more than \$25,000 in federal funds under this award.
 - Receives more than 80 percent of its annual gross revenues from federal funds.
 - Receives more than \$25,000,000 in annual federal funds.
 - The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(A) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d) or section 6104 of the Internal Revenue Code of 1986.

See www.fsrs.gov for details of this requirement. If your organization falls into this above category, you must report the required information to AGENCY.

8. LEP (Limited English Proficiency) Title VI

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

The guidance can be found at

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

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

9. MANAGEMENT FEES

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

10. PEER REVIEW

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

11. REIMBURSEMENT LIMITATION

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

12. SEMI-ANNUAL AND ANNUAL PERFORMANCE REPORTS

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

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

completion of the project, the PSP Project Officer may waive the requirement for a final performance report if the PSP Project Officer deems such a report is inappropriate or unnecessary.

13. SUB-AWARDS

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

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

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

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

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

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

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

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the

basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Standard Form 424B (Rev 4-2012)

Prescribed by OMB Circular A-102

<p>9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally-assisted construction subagreement.</p> <p>10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.</p> <p>11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).</p>	<p>12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) Related to protecting components or potential components of the national wild and scenic rivers system.</p> <p>13. Will assist the awarding agency in assuring compliance will Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).</p> <p>14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.</p> <p>15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) Pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.</p> <p>16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.</p> <p>17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, AAudits of States, Local Governments, and Non-Profit Organizations.@</p> <p>18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.</p>
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Standard Form 424B (Rev 4-2012) Back

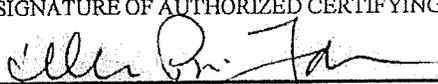
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chair, Island County Board of Commissioners
APPLICANT ORGANIZATION Island County	DATE SUBMITTED 10/8/15

Exhibit E, Attachment 2



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

This award is supported by Federal Funds that require compliance with the Federal Funding Accountability and Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how Federal Funds are spent. To comply with the act and be eligible to receive this award, your organization must have a Data Universal Numbering System (DUNS®) number. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com. The Puget Sound Partnership (PSP) also encourages registration with the System for Award Management (SAM) to reduce data entry by both PSP and your organization. You may register with SAM Free of Charge at www.sam.gov. Information about your organization and this grant will be reported by PSP to the Federal government as required by P.L. 109-282. This information will then be made available to the public by the Federal Government on www.USASpending.gov.

Legal Name <i>County, Island</i>	DUNS Number <i>193740040</i>												
Principle Place of Performance													
3a. City <i>Coupeville</i>	3b. State <i>WA</i>												
3c. Zip +4 <i>98239</i>	3d. Country <i>Island</i>												
Are you registered in SAM? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, skip to signature block. Sign, Date & Return													
In the preceding fiscal year, did your organization:													
Receive 80% or more of annual gross revenue from Federal contracts, subcontracts, grants, loans, subgrants, loans and/or cooperative agreements, AND													
\$25,000 or more in annual gross revenues from Federal contracts, subcontracts, grants, loans, subgrants, loans and/or cooperative agreements, AND													
Receives more than \$25,000,000 in annual federal funds.													
The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(A) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d) or section 6104 of the Internal Revenue Code of 1986.													
<input type="checkbox"/> No – skip to signature block. Sign, Date, & Return													
Yes – you must report the names and total compensation of the top 5 highly compensated officials of your organization													
<table border="1"> <thead> <tr> <th>Name of Official</th> <th>Total Compensation</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>\$ _____ Annually</td> </tr> <tr> <td>2.</td> <td>\$ _____ Annually</td> </tr> <tr> <td>3.</td> <td>\$ _____ Annually</td> </tr> <tr> <td>4.</td> <td>\$ _____ Annually</td> </tr> <tr> <td>5.</td> <td>\$ _____ Annually</td> </tr> </tbody> </table>		Name of Official	Total Compensation	1.	\$ _____ Annually	2.	\$ _____ Annually	3.	\$ _____ Annually	4.	\$ _____ Annually	5.	\$ _____ Annually
Name of Official	Total Compensation												
1.	\$ _____ Annually												
2.	\$ _____ Annually												
3.	\$ _____ Annually												
4.	\$ _____ Annually												
5.	\$ _____ Annually												
NOTE: Total compensation for the purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock; stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.													
By signing this document, the Authorized Representative attests to this information													
Signature of Authorized Representative Date <i>Helen Price Johnson</i> <i>10/8/15</i>	Printed Name of Authorized Representative <i>Helen Price Johnson</i>												

SCOPE OF WORK

Ebey's Prairie Surface Water Retrofit Project

PROJECT DESCRIPTION

Task 1: Stormwater Diversion and Reuse Project

Whidbey Island Conservation District (WICD) has completed a feasibility study and preliminary design for a stormwater diversion, collection and reuse system to address documented water quality impairments within the Ebey's Prairie watershed. (See Watershed Map - Property "A" – Exhibit C). Previous source identification efforts identified the subject property is contributing to surface water quality impairments due to aging infrastructure on site. The proposed system will include a new gravity storm water trunk collection pipe, an underground pump vault, pump, controls, and electrical wiring. Stormwater flows will be diverted to the vault, and then pumped to an existing lagoon for storage and reuse as crop irrigation water during the dry season. An infiltration swale will be constructed to receive any overflows from the vault during heavy rains. Any overflow from the swale will flow to an existing manure lagoon. This project will result in all stormwater being contained on the site and put to beneficial use. This contract will support work to complete a full engineered design, assistance with construction cost estimates, and project management assistance for implementation.

Task 2: Conceptual Design for Watershed Planning and Drainage

The aging stormwater conveyance system in Ebey's Prairie is failing as stormwater flows have increased due to development around the perimeter of the Ebey's Watershed. Flooding on agricultural land just south of the Coupeville City limits has become more of a problem in recent years with more intense storm events and higher levels of accumulated precipitation in the winter months. Saturated soil and ponding conditions result in increased rates of stormwater surface run-off due to the inability of flooded land and saturated soils to absorb, filter, store and treat stormwater. The result is more pollutants reaching Puget Sound due to these increased stormwater flows. WICD proposes to evaluate the feasibility of constructing a collection, storage and treatment stormwater system in the watershed where stormwater collects from surrounding county roads, the state highway and developed areas within the town limits.

Over time on Ebey's Prairie, many subsurface tile drainage systems were installed. These systems functioned well for years filtering water slowly through soils providing soil based treatment of water. Subsurface drainage systems reduce saturated soil conditions benefitting surface water quality by reducing nutrients and pesticides transported in surface runoff. Development around Ebey's Prairie has resulted in increased stormwater accumulating on the low lying farm fields of the prairie, resulting in inundation and failure across the watershed of these fragile subsurface filtering systems. WICD will engage engineering services for conceptual design to restore a watershed-scale system that will improve soil based treatment of stormwater to improve water quality prior to discharge into Puget Sound.

PROJECT DELIVERABLES

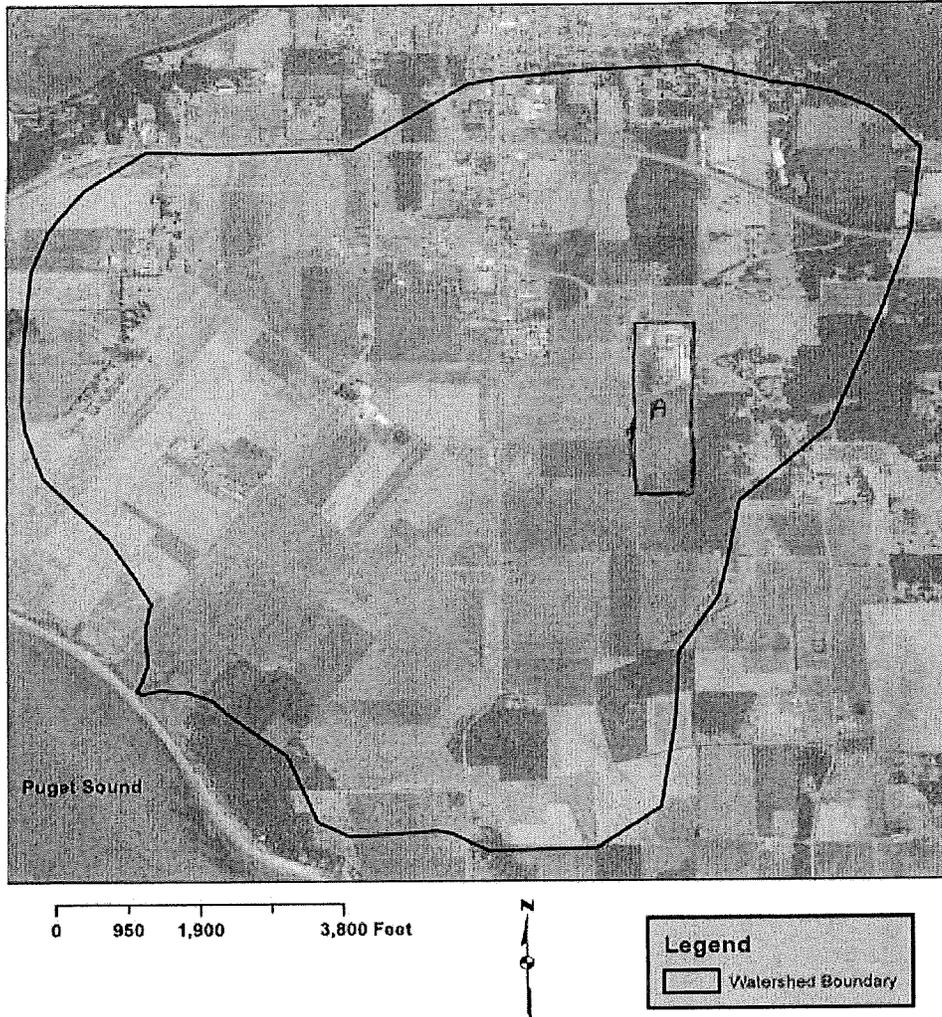
Task 1: Stormwater Diversion and Reuse Project

- 1.1 Engineered, stamped design for diversion, collection, on-site containment, and beneficial reuse of all stormwater at Ebey's Prairie watershed (See Watershed Map Exhibit C - Property "A"). Design will divert stormwater flows to a vault and pump accumulated vault water to an existing storage lagoon for reuse as crop irrigation water during the dry season.
- 1.2 Documentation of project management for project implementation.

Task 2: Conceptual Design for Watershed Planning and Drainage

- 2.1 Documentation of technical assistance and Best Management Practices design to filter stormwater along Engle Road prior to stormwater entering conveyance system.
- 2.2 Develop conceptual design for restoring a watershed-scale system that will improve soil based treatment of stormwater to improve water quality prior to discharge into Puget Sound.

Ebey's Prairie Watershed



Property Owner A: National Parks Service (US Department of Interior)
Parcel Number: R13103-093-0460



ISLAND COUNTY MARINE RESOURCES COMMITTEE
www.islandcountymrc.org

c/o Island County Department of Natural Resources
PO Box 5000
Coupeville, WA 98239-5000

May 5, 2016

Board of Island County Commissioners
c/o Commissioner Richard Hannold, Chair
P.O. Box 5000, Coupeville, WA 98239

Re: Extension of MRC terms to align with Resolution C-93-14

Dear Commissioners,

The Board of Island County Commissioners decided in December 2012 to extend Island County Marine Resources Committee (MRC) terms expiring on December 31, 2012 to expire on June 30, 2013 to align with the funding cycle at that time. As a result of this adjustment to member terms in 2012, there are currently three terms set to expire on June 30, 2016.

As stated in Island County Resolution C-93-14: Resolution to amend operations and procedures section Resolution #C-63-01 for the Island County Marine Resources Committee, "appointments shall run from January 1 to December 31 three years later."

The MRC is requesting that the Board of Island County Commissioners extend the three terms currently set to expire on June 30, 2016 to expire on December 31, 2016, to bring these terms into alignment with the Resolution, and to provide consistency in term expiration. The three affected members, Barbara Bennett, Linda Rhodes, and Stan Walsh have indicated their willingness and desire to continue to serve on the MRC through December 31, 2016.

Thank you for your consideration.

Sincerely,

Frances Wood, Chair
Island County Marine Resources Committee

Anna Toledo

From: Rhodes, Linda <vandl@whidbey.net>
Sent: Wednesday, May 04, 2016 5:23 PM
To: Anna Toledo
Subject: Would like to extend my current MRC term to December 30, 2016

This email serves as my request to extend my current term on the Island County Marine Resources Committee to December 30, 2016. This would be the usual & customary end of term (3 years) for my current appointment, & would realign my term with the current By-laws.

I am willing & able to fully serve until the end of the year.

Linda Rhodes
PO Box 532
Freeland WA 98249

From: Barbara Bennett [mailto:bennbluw@gmail.com]
Sent: Wednesday, May 04, 2016 2:07 PM
To: Anna Toledo
Subject: Re: MRC term extension

Dear Anna,

I am writing to confirm I am willing to serve an extended MRC appointment through 12/31/16 should the Commissioners decide to conform current appointments with the bylaws. I am pleased to be appointed and look forward to the extension.

Please let me know if you have any questions.

Barb

Sent from my iPhone

From: Stan Walsh [mailto:SWalsh@skagitcoop.org]
Sent: Friday, May 06, 2016 9:43 AM
To: Anna Toledo
Subject: Re: MRC term extension

Hi Anna,

Sorry for the slow response. I am willing to have my MRC term extended to December 31, 2016.
I look forward to continuing working with you and all of the MRC members.

thanks, Stan

WSU EXTENSION
WORK SESSION
MAY 18, 2016

Subject/Description: Island County Noxious Weed Board Presentation

Attachment: No

Discussion: