

# 2016

## ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE JUNE

### REGULAR WORK SESSION 3<sup>rd</sup> WEDNESDAY, JUNE 15, 2016

9:00 a.m.      Public Works  
10:00 a.m.      Human Resources  
10:15 a.m.      Community Development  
10:45 a.m.      Long Range Planning  
11:30 a.m.      WSU Extension  
11:45 a.m.      IT

#### NOON BREAK

1:00 p.m.      Review Monthly Financial Reports from Auditor & Treasurer  
1:15 p.m.      Health Department/Department of Natural Resources  
1:30 p.m.      Budget Director

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 6<sup>th</sup> 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  
June 15, 2016 @ 9:00 a.m.

*Bill Oakes, Director/County Engineer*  
*Sieve 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:*

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I. Public Works

- A. **Subject/Description:** Clinton Non-Motorized Improvements  
**Attachment:** Memorandum: Consultant Contract  
**Action requested:** Discussion  
**Follow up:** To be determined
- B. **Subject/Description:** Review of Island Regional Transportation Planning Organization  
**Attachment:** Memorandum: Draft Resolution  
**Action requested:** Discussion  
**Follow up:** To be determined
- C. **Subject/Description:** Departmental Master Plan-Phase I  
**Attachment:** Memorandum: Request for Qualifications (RFQ) for Departmental Assessment Report  
**Action requested:** Discussion  
**Follow up:** To be determined

II. Roads

- A. **Subject/Description:** Boon Road Improvements, Phase 1 & 2  
**Attachment:** Memorandum: Supplemental Agreement No. 4  
**Action requested:** Discussion  
**Follow up:** To be determined

III. Solid Waste

- A. **Subject/Description:** Resolution: Waiver of Competitive Solicitation  
**Attachment:** Resolution  
**Action requested:** Discussion and Board Approval  
**Follow up:** To be determined
- B. **Subject/Description:** Resolution to Employ Special Counsel  
**Attachment:** Memorandum: Resolution  
**Action requested:** Discussion and Board Approval  
**Follow up:** To be determined
- C. **Subject/Description:** Resolution: Surplus of Toyota 40-5FG25 Forklift  
**Attachment:** Resolution  
**Action request:** Discussion and Board Approval  
**Follow up:** To be determined

IV. Trails

- A. **Subject/Description:** Freeland Trail Segment 1-Supplemental Agreement No.6  
**Attachment:** Memorandum: Consultant Agreement No. PW-1120-073  
**Action requested:** Discussion  
**Follow up:** To be determined



**ROADS DIVISION**

P.O. BOX 5000, COUPEVILLE, WA 98239

Phone: (360) 679-7331

Fax: (360) 678-4550

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

Steve Marx, Assistant Public Works Director

Connie Bowers, P.E., Assistant County Engineer

**MEMORANDUM**

June 15, 2016

**TO:** Board of County Commissioners – Island County  
**FROM:** Brian Wood – Transportation Planner  
**RE:** Clinton Non-Motorized Improvements – Consultant Contract

The Roads Division recommends Toole Design Group as the consultant for the Clinton Non-Motorized Improvements project. The scope of the project includes:

- Public Outreach to assess the types of improvements desired
- Vetting the desired improvements with WSDOT and Island County Public Works for feasibility
- Additional public outreach after vetting project concepts for feasibility to prioritize implementation of the various improvements identified
- Design of selected projects to the 90% level

It is expected that the designs could then be built using future STP and TAP fund awards.

The WSDOT Local Agency Agreement and Project Prospectus were signed by the Chair of the Island County Commissioners on July 21, 2015.

**Funding History:**

Island County was awarded a WSDOT Pedestrian and Bicycle Safety Grant for this project in June of 2015. This project is budgeted under 2016-2021 Transportation Improvement Plan Item # 30. The current budget is; \$20,000 local funds, \$120,000 grant funds.

**The Next Step:**

The consultant contract will be scheduled for Board approval as a consent agenda item.



*E. Public Works*  
*B. Review of Island Regional*  
*Transportation Planning Organization*  
*Draft Resolution*

ISLAND COUNTY PUBLIC WORKS  
DIVISION

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

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

MEMORANDUM

June 15, 2016

TO: Board of Island County Commissioners

FROM: Brian Wood –Transportation Planner

RE: Review of Island Regional Transportation Planning Organization Draft Resolution

In accordance with the Island Transportation Planning Organization's intention to form a Regional Transportation Planning Organization (RTPO) as permitted under RCW 47.80.020, it is necessary for the intended member organizations to sign a resolution that acknowledges the RTPO and authorizes their membership within it.

Draft member resolutions have been sent to the City of Oak Harbor, the City of Langley, the Town of Coupeville, the Port of South Whidbey, the Port of Coupeville, and Island County Public Transportation Benefit Area Corporation.

The draft resolution for Island County differs somewhat from the draft resolution sent to the other organizations in that this document indicates Island County's willingness to serve as the lead planning agency for the new RTPO.

The resolution will be scheduled as a consent agenda item following legal and risk review.

**ISLAND COUNTY**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION, BY ISLAND COUNTY, ACKNOWLEDGING THE ISLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION (ISLAND RTPO) AND AUTHORIZING MEMBERSHIP THEREIN.**

**WHEREAS**, Island County, the City of Oak Harbor, the City of Langley, the Town of Coupeville, the Port of South Whidbey, the Port of Coupeville, and Island County Public Transportation Benefit Area Corporation find it appropriate to form a county-wide, regionally focused transportation planning organization hereby known as the ISLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION; and

**WHEREAS**, effective July 1, 2016 Island County will qualify to be an RTPO under revised RCW 47.80.020 which authorizes the creation of regional transportation planning organizations (RTPOs) within the state and each organization shall be formed through the voluntary association of local governments within a county, or within geographically contiguous counties. Each organization shall:

- 1) Encompass at least one complete county;
- 2) . . . have a population of at least seventy-five thousand and contain a Washington state ferries terminal . . . and
- 3) Have as members all counties within the region, and at least sixty percent of the cities and towns within the region representing a minimum of seventy-five percent of the cities' and towns' population; and

**WHEREAS**, an Interlocal agreement and bylaws for the Island RTPO need to be established; and

**WHEREAS**, Island County intends to enter into an interlocal agreement under the authority of Chapter 39.34 RCW to provide for the joint and/or cooperative exercise of their powers, privileges, and authorities for comprehensive transportation planning; and

**WHEREAS**, Island County desires to become a member of the Island RTPO;

**WHEREAS**, Island County agrees to serve as the lead planning agency until such time as a decision of the Island RTPO Policy Board designates a different lead planning agency;

**NOW, THEREFORE**, the undersigned acknowledges the Island RTPO and authorizes membership of Island County therein.

Signed this \_\_\_\_ day of \_\_\_\_\_ 2016.

APPROVED:

\_\_\_\_\_  
Name, Title

ATTEST:

\_\_\_\_\_  
Name, Title



I. Roads  
C. Request for Qualifications (RFQ)  
Departmental Assessment Report

ISLAND COUNTY PUBLIC WORKS

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

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William E. Oakes, P.E., Director/County Engineer  
Steve P. Marx, Assistant Director

MEMORANDUM

June 2, 2016

TO: Board of Island County Commissioners

FROM: Public Works

RE: Request for Qualifications (RFQ): Departmental Assessment Report

1. The Public Works Department would like to issue a Request for Qualifications to solicit submittals from qualified Architectural/Engineering Consulting Firms to perform an assessment of Public Works Administrative and Operational needs.
2. Public Works intends to develop a twenty-year master plan to address current and future staffing, equipment, space and building needs for the effective administration and operation of the Department. The plan will assess current and future administrative and operational needs to determine if additional studies will be necessary to upgrade, expand, relocate, and/or replace one of more of its facilities.

Sincerely,

Steve Marx



## ISLAND COUNTY PUBLIC WORKS REQUEST FOR QUALIFICATIONS DEPARTMENTAL ASSESSMENT REPORT

### ISLAND COUNTY PUBLIC WORKS DEPARTMENTAL MASTER PLAN - PHASE I REQUEST FOR QUALIFICATIONS FOR DEPARTMENTAL ASSESSMENT REPORT

The Island County Public Works Department (Public Works) is issuing a Request for Qualifications to solicit submittals from qualified Architectural/Engineering Consulting Firms to perform an assessment of Public Works Administrative and Operational needs.

Professional services rendered by any person, contracting to perform activities within the scope of the general definition of professional practice per RCW 18.08, 18.43, or 18.96 must have Professional Registration (or other appropriate license) in the State of Washington and must be registered as a company licensed to perform "Architectural and Engineering Services" in the State of Washington.

#### BACKGROUND

Island County Public Works intends to develop a twenty-year master plan to address staffing, equipment, space and building needs for the effective administration and operation of the Department. The master plan will be developed in the following phases:

- Phase I Departmental Assessment Report
- Phase II Site Analysis and Conceptual Design
- Phase III Cost Analysis and Funding Opportunities
- Phase IV Design, Contract Documents and Bidding for Facility Construction

The Departmental Assessment Report (Phase I) will assist Public Works in determining the adequacy of existing Department resources (facilities, equipment and staff) needed to provide effective service to the citizens of Island County now and for the next twenty years. The Report will assess current and future administrative and operational needs to determine if additional studies will be necessary to upgrade, expand, relocate, and/or replace one or more of its facilities. The Report will also identify the current market value of the existing facilities to assist Public Works in determining the best use for these properties.

Site maps showing the general layout and location of the facilities are included on pages 7 - 12.

#### DELIVERABLES

- A Departmental Assessment Report with an executive summary and a package of information including recommendations and potential alternatives relating to the use/re-use of existing Public Works facilities, or development of a new facility or facilities.
- An organizational work flow chart, growth expectations, building and site information.
- A detailed schedule for development of the Report including a timeline for deliverables.
- Conduct and develop materials for meetings.



# ISLAND COUNTY PUBLIC WORKS REQUEST FOR QUALIFICATIONS DEPARTMENTAL ASSESSMENT REPORT

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## GENERAL REQUIREMENTS OF THE DEPARTMENTAL ASSESSMENT REPORT

- A. An Executive Summary outlining the results of the assessment.**
- B. Identify Current Conditions and Deficiencies of Existing Facilities and Operations:**
  - 1. Verify the current size and design life expectancy of each facility.
  - 2. Identify the general structural, mechanical and electrical conditions of each facility.
  - 3. Identify current site constraints and conditions.
  - 4. Identify current issues with life safety, security and communication systems.
  - 5. Identify issues related to current code requirements such as mechanical, electrical, seismic, and ADA.
  - 6. Identify issues related to hazardous building materials (if any) and environmental compliance.
  - 7. Identify facility operational needs during emergencies such as power outages, and seismic/wind damage.
- C. Identify Existing Workflow and Space Requirements:**
  - 1. Develop a functional program to identify, at a minimum, current and future space requirements, activities and number of people to be accommodated, space sizes and proximity relationships, service requirements, equipment to be accommodated.
  - 2. Develop an initial technical program to identify, service and functional requirements relative to infrastructure including, at a minimum, support areas needed for parking, shipping, loading, equipment and material storage.
  - 3. At each facility, identify the present number and size of offices, workstations, restrooms, storage and other support areas including circulation for movement within and between each area.
  - 4. Identify special needs and deficiencies by facility use and location. Special needs include, at a minimum, public access and wayfinding, meeting rooms, shared spaces, parts storage.
  - 5. List special equipment by location and space needed.
  - 6. Analyze current workflow and provide any consolidation or shared location recommendations.
- D. Identify Potential Improvements to Existing Buildings:**
  - 1. List what major improvements such as roofing, code compliance, electrical and mechanical changes that needed in the next five to ten years with rough order of magnitude estimated costs.
  - 2. Provide an estimate of current market value of Island County Public Works owned facilities.



## ISLAND COUNTY PUBLIC WORKS REQUEST FOR QUALIFICATIONS DEPARTMENTAL ASSESSMENT REPORT

### E. Conclusion with Recommendations:

1. If the recommendation comes back to expand and or build a new facility, provide a cost range for similar types of facilities. A formal cost analysis will be prepared during Phase II.

### SUBMITTAL REQUIREMENTS

Materials submitted in response to this competitive procurement shall become the property of Island County and will not be returned. Firms submitting a Statement of Qualifications (SOQ) are solely responsible for all costs incurred in the development and submission of the SOQ and/or any other presentations whether in response to this RFQ, or to any subsequent requirements of the Consultant selection and Contract negotiation process. All submittals received will remain confidential until Island County and the successful Consultant Firm sign an agreement resulting from this advertisement. All submittals are deemed public records as defined in the RCW 42.17.250 to 42.250.340.

Submit one (1) original (containing original signatures) and four (4) individually bound copies of the SOQ. Provide clear distinction between the original SOQ and the copies. The SOQ should have no more than twenty-four pages (double sided or not), with a cover and one-page cover/introductory letter. Submittals shall be on 8 ½"X 11" paper with a font size no smaller than 12 points.

Resumes shall be limited to one page per full-time staff and shall be included as an appendix to the SOQ. Resumes will not be counted as part of the page limit. Faxed or electronic submittals **will not be accepted**. Use of recycled/recyclable products and use of both sides of the paper (whenever appropriate) is encouraged.

**The outside of the submittal package shall be labeled**

**"STATEMENT OF QUALIFICATIONS AND EXPERIENCE"**

### REQUIRED CONTENTS OF THE SOQ SUBMITTAL PACKAGE:

1. A one-page cover/introductory letter, with a brief description of the firm and the firm's experience performing the solicited services.
2. The number and type of staff positions (planner, architect, engineer, support staff) assigned to the Project. Resumes of key staff that will be assigned to the Project (included as an appendix).
3. The firm's assurance that contracting with Island County will not result in a conflict of interest.
4. A statement expressing the firm's commitment to meeting the scope and schedule of this Project.
5. A statement outlining the firm's 5-year history of completing similar Projects on time and within budget. References to County and City agencies that are or have recently been clients of the firm are to be provided including contact information for Client's project managers.



## ISLAND COUNTY PUBLIC WORKS REQUEST FOR QUALIFICATIONS DEPARTMENTAL ASSESSMENT REPORT

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6. Do not submit information regarding fees, price, man-hours or any other cost information with the SOQ. Cost information for this RFQ will not be considered.

### EVALUATION PROCESS

1. Selection of the Consulting Firm for this Work will comprise a two-part process consisting of an initial evaluation of the SOQ followed by an interview.
2. The initial SOQ evaluation will be based on the following criteria:
  - Professional excellence, demonstrated competence in the service to be provided, and specialized experience of the Prime Consultant;
  - Education and experience of the Project Manager and other key personnel to be assigned;
  - Staffing capability, workload, and record of meeting schedules on similar projects, including an assessment of the firm's ability to handle additional work, in view of the firm's current workload;
  - Nature, quality, and relevance of recently completed work;
  - Feasibility of oversight, ability and willingness to respond to County requirements, and accessibility to County Reviewers;
  - Record of completing projects on time and within budget;
  - Acceptance of County's contract language and insurance coverage requirements;
  - Firm's assurance that work on this Project will not result in a conflict of interest.
3. Those Firms evaluated by the selection committee, and deemed to be the best qualified to undertake the Work, based upon the combined scores and ranking of the SOQ's, may be interviewed by the selection committee.
4. Evaluation, scoring, and ranking of the Consultants selected for interview will be based on the following:
  - Project Team: Qualifications and relevant individual experience, unique qualification of key personnel, time commitment of key members, organization chart;
  - Firm's Capabilities: Demonstrated capability on similar or related projects, management and scheduling abilities, other on-going projects and priorities, quality and cost control, staff availability;
  - Project Understanding and Approach: Demonstrated knowledge of the work required, explanation of the project, knowledge of general engineering processes, innovative approaches and internal measures for timely completion of project;
  - Feasibility of Oversight: Ability and willingness to respond to Department requirements, accessibility to Department reviewers;
  - References: Record of producing a quality product on similar projects on time and within budget.



**ISLAND COUNTY PUBLIC WORKS  
REQUEST FOR QUALIFICATIONS  
DEPARTMENTAL ASSESSMENT REPORT**

**ANTICIPATED RFQ SCHEDULE**

The following schedule has been established for the submission and evaluation of the SOQ's and selection of the Consultant Firm. These are tentative dates only and the County reserves the right to adjust these dates at its sole discretion:

Pre-Proposal Meeting:	
Pre-Proposal Tour:	
SOQ's Due:	
Short List for Interviews:	
Interviews:	
Announce Final Selection:	
Contract Negotiation Complete:	
Signed Contract Received from Consultant:	
Board of County Commissioners' Approval:	
Notice to Proceed:	

**ACCEPTANCE AND REJECTION OF RFQ RESPONSES**

Island County reserves the right and holds at its discretion the following rights and options:

- To Waive any or all informalities in any RFQ;
- To Reject any or all responses;
- To Issue subsequent requests.



ISLAND COUNTY PUBLIC WORKS  
REQUEST FOR QUALIFICATIONS  
DEPARTMENTAL ASSESSMENT REPORT

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**SUBMITTAL PROCEDURES**

Statements of Qualifications **MUST BE RECEIVED** by Island County Public Works no later than 3:00 PM on Thursday, June 23, 2016. Submittals **WILL NOT BE ACCEPTED** after the specified date and time.

Statements of Qualifications can be mailed or hand-delivered to:

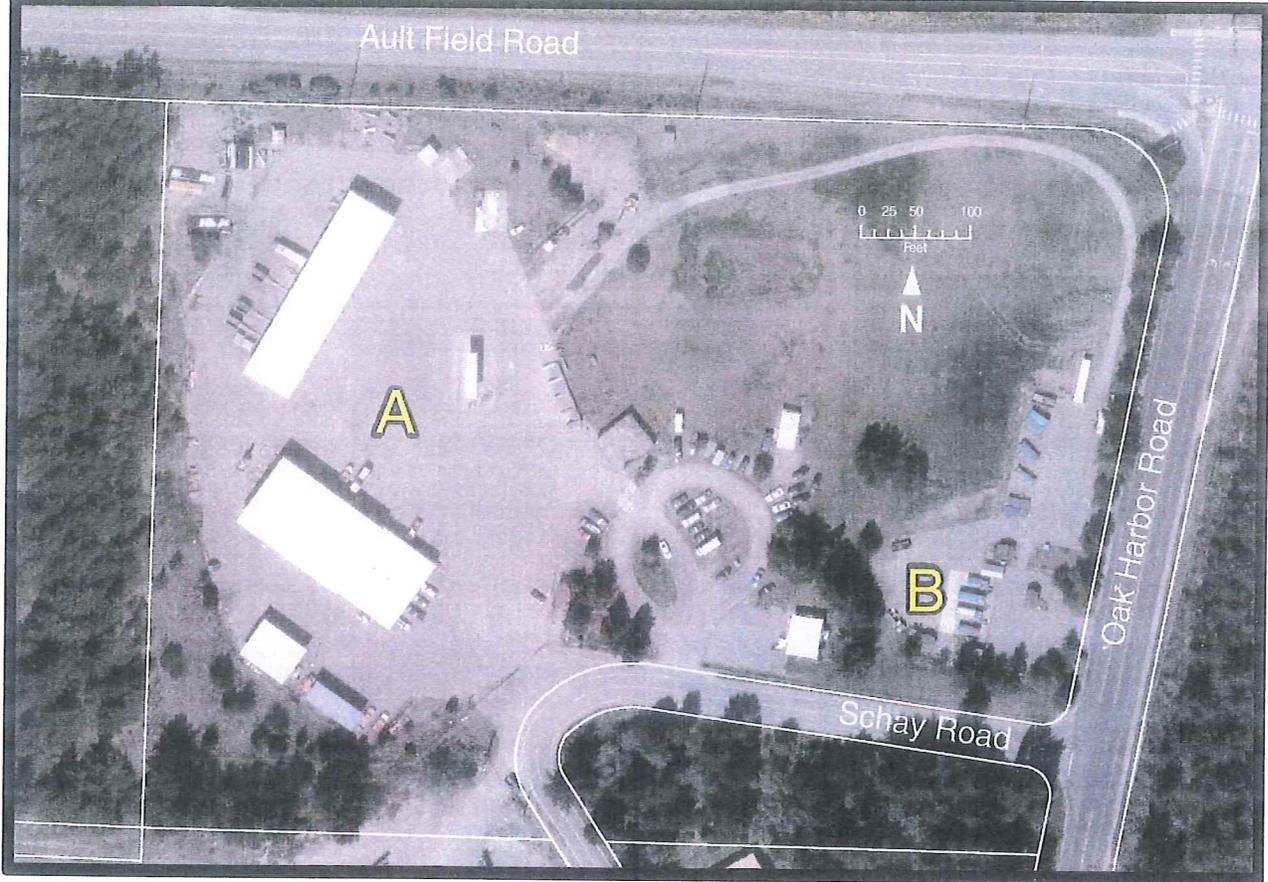
Island County Public Works  
Attn: Steven P. Marx, Assistant Director  
Mailing Address: P.O. Box 5000, Coupeville, WA 98239-5000  
Physical Address: 1 NE 6th Street, Coupeville, WA

Questions regarding this Project should be submitted to Steve Marx at [s.marx@co.island.wa.us](mailto:s.marx@co.island.wa.us) or (360) 679-7334.



# ISLAND COUNTY PUBLIC WORKS REQUEST FOR QUALIFICATIONS DEPARTMENTAL ASSESSMENT REPORT

## SITE NO. 1 - NORTH WHIDBEY



MAP SYMBOL	BUILDING	ADDRESS	ZIP	SQ. FT.	DATE BUILT OR ACQUIRED
A	Oak Harbor Road Shop	3145 Oak Harbor Road	98277	9,920	1992
B	Oak Harbor Solid Waste Transfer Station	3151 Oak Harbor Road	98277	Unknown	Unknown



ISLAND COUNTY PUBLIC WORKS  
 REQUEST FOR QUALIFICATIONS  
 DEPARTMENTAL ASSESSMENT REPORT

**SITE NO. 2; CENTRAL WHIDBEY - COUPEVILLE CAMPUS**

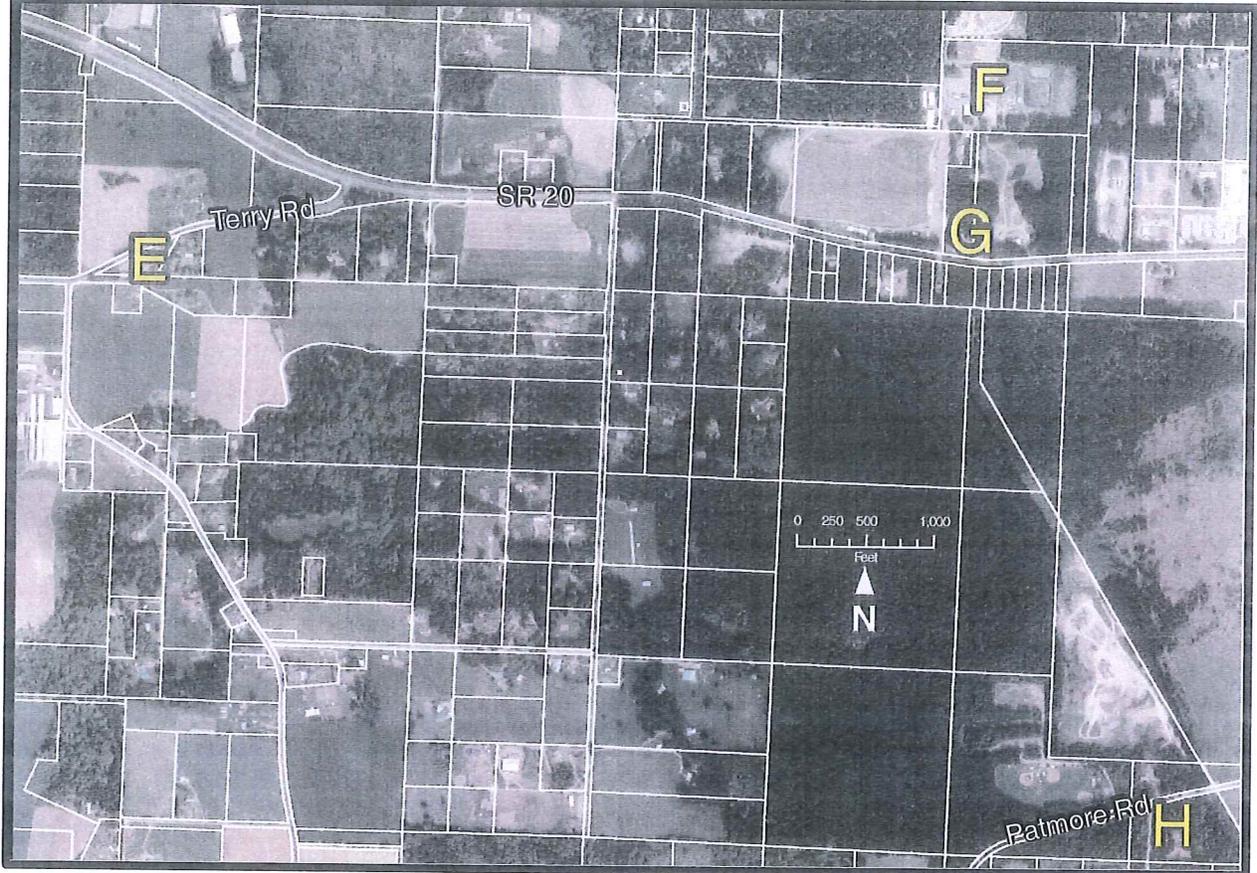


MAP SYMBOL	BUILDING	ADDRESS	ZIP	SQ. FT.	DATE BUILT OR ACQUIRED
C	Annex Building: Public Works Offices on First & Second Floors, Emergency Mgmt. (Basement)	1 NE 6 <sup>th</sup> Street	98239	Unknown	1973
D	Dutton House Building: Surface Water & Parks Offices	502 NE Haller Street	98239	1755	1954



ISLAND COUNTY PUBLIC WORKS  
 REQUEST FOR QUALIFICATIONS  
 DEPARTMENTAL ASSESSMENT REPORT

SITE NO. 3 - CENTRAL WHIDBEY

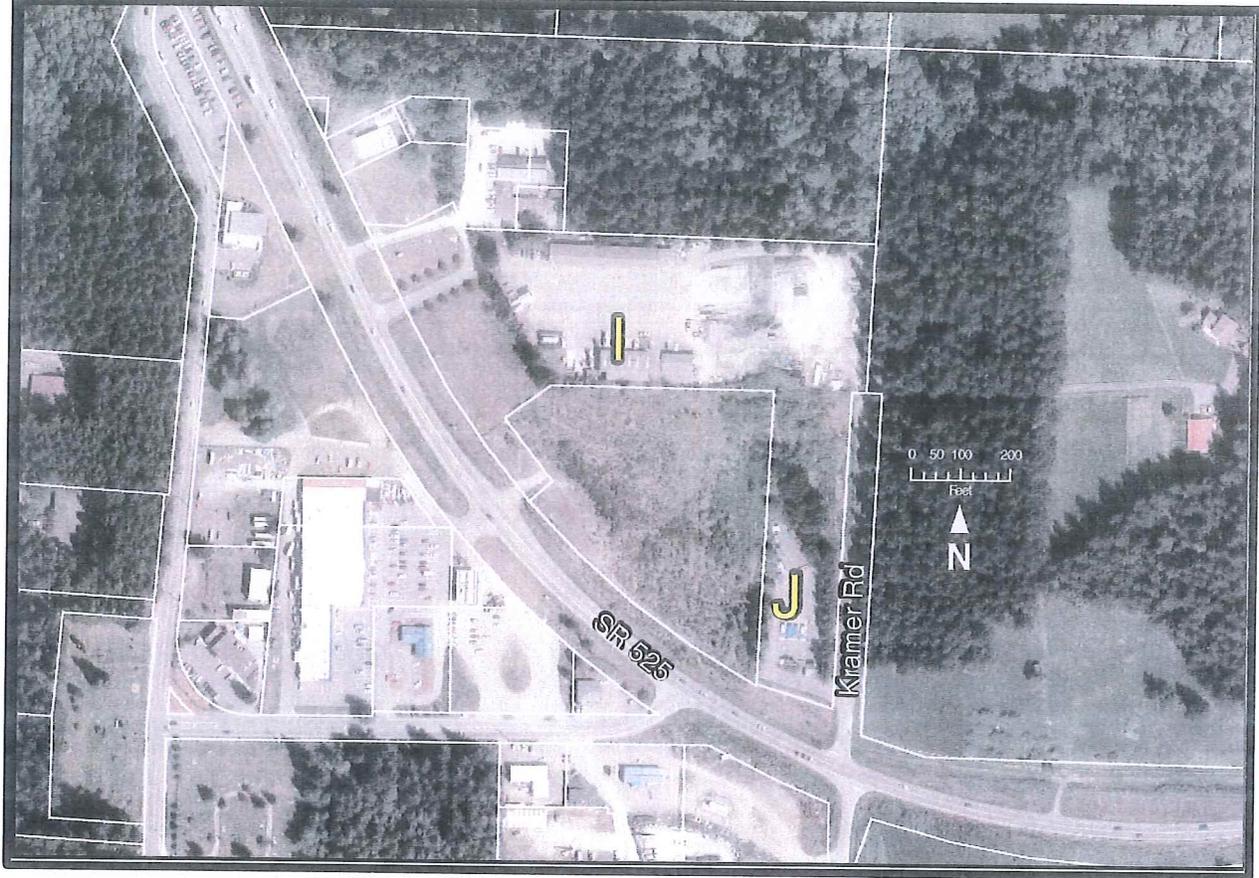


MAP SYMBOL	BUILDING	ADDRESS	ZIP	SQ. FT.	DATE BUILT OR ACQUIRED
E	Coupeville Road Shop	1055 Terry Road	98239	3,120	1954
F	Coupeville Solid Waste Complex – Transfer Station	20018 State Route 20	98239	1,820	1991
G	Coupeville Sign Shop	20018 State Route 20	98239	1,872	1982
H	Coupeville Parks Shop	497 Patmore Road	98239	2,860	1991



ISLAND COUNTY PUBLIC WORKS  
 REQUEST FOR QUALIFICATIONS  
 DEPARTMENTAL ASSESSMENT REPORT

SITE NO. 4 - SOUTH WHIDBEY



MAP SYMBOL	BUILDING	ADDRESS	ZIP	SQ. FT.	DATE BUILT OR ACQUIRED
I	Bayview Road Shop	14566 State Route 525	98239	5,360	1968
J	Bayview Solid Waste Transfer Station	5790 Kramer Road	98260	Unknown	Unknown



ISLAND COUNTY PUBLIC WORKS  
 REQUEST FOR QUALIFICATIONS  
 DEPARTMENTAL ASSESSMENT REPORT

**SITE NO. 5 - CAMANO ISLAND CAMPUS**



MAP SYMBOL	BUILDING	ADDRESS	ZIP	SQ. FT.	DATE BUILT OR ACQUIRED
K	CASA Animal Shelter & Camano Parks Shop (1)	98 Can Ku Road	98282	5,198	1979
L	Camano Road Shop	71 N East Camano Road	98282	6,487.5	2003
M	Camano Island Solid Waste Transfer Station	5790 Kramer Road	98282	Unknown	Unknown

(1) Parks has 2,400 square feet of space in the northwest corner of the building. The animal shelter portion of the building is not part of the assessment report.



ISLAND COUNTY PUBLIC WORKS  
 REQUEST FOR QUALIFICATIONS  
 DEPARTMENTAL ASSESSMENT REPORT

**SITE NO. 6 - CAMANO ISLAND - FOUR SPRINGS LAKE PRESERVE**



MAP SYMBOL	BUILDING	ADDRESS	ZIP	SQ. FT.	DATE BUILT OR ACQUIRED
N	Four Springs Lake Preserve (Four Springs House)	586 Lewis Lane	98292	3,650	1990

II. Roads  
A. Boon Road Improvements,  
Phase 1 & 2.



ISLAND COUNTY PUBLIC WORKS  
ROADS DIVISION

P.O. BOX 5000, COUPEVILLE, WA 98239

Phone: (360) 679-7331

Fax: (360) 678-4550

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

Steve Marx, Assistant Public Works Director

Comie Bowers, P.E., Assistant County Engineer

MEMORANDUM

June 8, 2016

TO: Board of County Commissioners – Island County

FROM: William E. Oakes, P.E., County Engineer

RE: Boon Road Improvements, Phase 1 & 2

*Island County Public Works will be requesting on June 8<sup>th</sup>, 2016, permission to increase the design budget for INCA/TetraTech for the Boon Road Improvement project on Whidbey Island. The increase in the budget is necessary due to an increased level of project management by INCA/TetraTech due to unforeseen complications due to permit requirements by the Corps of Engineers, requests by property owners for changes to property descriptions and utility coordination with PSE.*

*The estimated cost of the design budget increase is \$56,703.56 and will bring the maximum amount payable to \$1,407,107.03.*

*/author's initials in small caps*

*Encl/attach – if any*

*c:\documents and settings\doughny documents\memorandum.doc*

**SUPPLEMENTAL AGREEMENT NO. 4  
BOON ROAD IMPROVEMENT PROJECT  
SURVEY, DESIGN, RIGHT-OF-WAY & ENGINEERING AGREEMENT  
CONSULTANT AGREEMENT NO. PW-1120096**

This Supplement amends the STANDARD CONSULTANT AGREEMENT, dated November 14, 2011, entered into between Island County, Washington, hereinafter referred to as "AGENCY", and INCA Engineers, Inc., dba Tetra Tech, Inc., hereinafter referred to as "CONSULTANT." All provisions in the basic Local Agency Standard Consultant Agreement remain in effect except as expressly modified by this supplement.

This Supplement is the fourth supplement to the original contract.

The change to the AGREEMENT is described as follows:

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

COMPLETION DATE is December 31, 2017

MAXIMUM AMOUNT PAYABLE is increased by \$56,703.56 to \$1,407,107.03

Section II – SCOPE OF WORK, Exhibit "A" is supplemented for the Boon Road Improvement Project by Exhibit "A"(3) and attached hereto and by this reference made a part of this AGREEMENT.

In witness whereof, AGENCY and CONSULTANT have executed this Supplemental Agreement No. 4 and agree to the changes as stated above.

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

APPROVED:

Tetra Tech, Inc.

Board of County Commissioners  
Island County, Washington

By: \_\_\_\_\_  
Charles Purnell, P.E., PMP  
Civil Transportation Group Manager

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

**EXHIBIT "A"(3)**  
**Scope of Work – Supplement 4**

Agreement No. PW-1120096

**BOON ROAD IMPROVEMENT PROJECT**  
Sec. 9 and 16, Twp. 32N., Rge. 1E., W.M.  
Project No. WO # 343.

**INTRODUCTION**

This Supplemental agreement covers changes to the 100% final design, right of way documentation, and right of way negotiations to support both Section 1 and Section 2 of the Boon Road project as described in the Project Abstract below.

**PROJECT ABSTRACT**

Boon Road is a two lane County road running between SR 20 (MP 1.54) to the south and Fort Nugent Road (MP 0.0) to the north. It runs through rolling terrain with mostly open land, some cultivated and some forested.

The project improves safety by minor roadway widening to provide 4 foot paved shoulders and vertical profile adjustments to improve sight distance.

This project is partially funded for design through the County Road Administration Board (CRAB) and will correct vertical geometric deficiencies.

**SCOPE OF WORK**

The portions of the scope that require additional effort to complete this project are listed herein. The other Tasks either have sufficient remaining budget or are complete.

**WORK ELEMENT 1.0 PROJECT MANAGEMENT**

**Monthly Progress Reports and Invoicing**

Prepare additional monthly progress reports and invoicing through 2016.

The CONSULTANT shall continue to submit monthly invoices in the format already determined on this project.

**WORK ELEMENT 3.0 SURVEY, MAPPING, AND RIGHT OF WAY (ROW) PLANS**

The CONSULTANT shall provide revised legal descriptions and associated exhibits based on current Section 2 property acquisition negotiations. The right of way plan and associated construction sheets will also be updated.

**Deliverables**

- Revised Full set of Section 2 ROW plans
- Revised Section 2 ROW legal descriptions and exhibits for use in ROW negotiations and acquisitions. This is up to 15 revised documents

**WORK ELEMENT 8.0      RIGHT OF WAY NEGOTIATIONS AND APPRAISALS**

**Administrative Offer Summary**

The CONSULTANT shall revise up to 15 Administrative Offer Summary (AOS) Reports for the Section 2 portion of the project based on current property negotiations. The AOS will also be revised to include changes to the wetland mitigation site property acquisition.

**Negotiations**

Additional negotiations are necessary for the wetland mitigation site acquisition that was changed from a long term easement across two parcels to a permanent fee acquisition for a portion of one parcel. Also, negotiations for a majority of the Section 2 area are taking longer than estimated and most are changing from permanent easements to simple fee acquisitions.

**Deliverables**

- Revised Administrative Offer Summaries

**WORK ELEMENT 10.0 – UTILITY COORDINATION**

The CONSULTANT shall continue to coordinate with Puget Sound Energy for Section 2. Additional effort is necessary based on the Section 1 pole relocations coordination process.

The CONSULTANT shall continue to maintain a log of contacts with Puget Sound Energy.

**WORK ELEMENT 14.0 100% (FINAL) DESIGN PLANS, SPECIFICATIONS AND ESTIMATE**

The CONSULTANT shall revise the Section 1 100% Design Plans Specification and Estimate based on the slight redesign of the wetland mitigation site as a result of property owner negotiations and the US Army Corps of Engineers review of the wetland mitigation plan.

Island County  
Boon Road  
TETRA TECH

Fee Estimate - Supplemental Amendment #4

SO \$ 69.99 \$ 47.99 \$ 53.50 \$ 30.50 \$ 27.00  
ML KA AA SP

MAJOR TASK DESCRIPTION	Senior Project Manager	Survey Manager	Project Engineer	CADD	Admin	HOURS TOTAL	DSC TOTAL	OH @ 170.44%	FEE @ 35%	TOTAL
1.0 Project Management	12				8	20	\$ 1,048.68	\$ 1,787.37	\$ 367.04	\$ 3,203.09
3.0 Survey, Mapping, and Right of Way Plans	4	32	24	24		84	\$ 3,929.24	\$ 6,526.56	\$ 1,340.23	\$ 11,696.03
8.0 Right of Way Negotiations	4		8			12	\$ 705.56	\$ 1,202.56	\$ 246.95	\$ 2,155.07
10.0 Utility Coordination	4		32	8		44	\$ 2,233.56	\$ 3,806.88	\$ 781.75	\$ 6,822.19
14.0 100% Design Plans, Specifications, and Estimate	4		8	12		24	\$ 1,071.56	\$ 1,826.37	\$ 375.05	\$ 3,272.98
<b>TOTAL</b>	<b>28</b>	<b>32</b>	<b>72</b>	<b>44</b>	<b>8</b>	<b>184</b>	<b>\$ 8,888.60</b>	<b>\$ 15,149.74</b>	<b>\$ 3,111.02</b>	<b>\$ 27,149.36</b>

Mileage ( 180 Miles X 0.54/mile ) \$97.20  
Ferry \$17.00  
Total ODC \$114.20

Total Tetra Tech \$ 27,263.56  
Abeyta \$ 29,440.00

**Total: \$56,703.56**

Island County  
 Boon Road  
 ABEYTA  
 Fee Estimate - Supplemental Amendment #4

\$ 115.00

MAJOR TASK DESCRIPTION	Category	HOURS TOTAL	TOTAL
	SR/WA		
8.0 Right of Way Negotiations			
3.1 Administrative Offer Summary	84	84	\$ 9,660.00
3.4 Negotiations	172	172	\$ 19,780.00
<b>TOTAL</b>	256	256	\$ 29,440.00

ODC Total: \$0.00 None

**TOTAL: \$ 29,440.00**

III Solid Waste  
A. Resolution: Waiver of  
Competitive Solicitation

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF APPOINTMENT OF ) RESOLUTION NO. C- -16  
SPECIAL COUNSEL FOR SOLID WASTE )  
MATTERS: WAIVER OF COMPETITIVE ) SW- 02 -16  
SOLICITATION PER ICC 2.29.030(B)(12). )

WHEREAS, funds are available in the solid waste budget for appointment of special counsel for solid waste matters; and

WHEREAS, the law firm of Foster Pepper PLLC has served Island County as special counsel for solid waste matters starting in 1991 and are specially skilled and experienced regarding the County's solid waste system, its administration and related legal matters; and

WHEREAS, ICC 2.29.030(B)(12) allows the Board of County Commissioners to waive competitive solicitation for service contracts on a case by case basis; NOW, THEREFORE,

BE IT HEREBY RESOLVED that competitive solicitation procurement is waived and the firm of Foster Pepper, PLLC of Seattle, Washington may be appointed as special counsel for solid waste matters for a period of two years beginning on July 10, 2016.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

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

ATTEST:

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

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

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



III. Solid Waste  
B. Resolution to Employ Special  
Counsel for 2016-2018

ISLAND COUNTY PUBLIC WORKS  
SOLID WASTE DIVISION  
P.O. BOX 5000, COUPEVILLE, WA 98239  
(360) 679-7338

*William E. Oakes, P.E., Public Works Director; Steve Marx, Assistant Director; Joantha Guthrie, MPA, Solid Waste Manager*

MEMORANDUM

TO: Board of Island County Commissioners

FROM: Joantha Guthrie, MPA, DPW/SW Manager

RE: EMPLOYING ATTORNEYS TO SERVE AS SPECIAL COUNSEL FOR  
SOLID WASTE CONTRACTS AND OTHER ISSUES 2016-2018

DATE: June 3, 2016

1. Action Proposed: Continue Foster Pepper as special Counsel for Solid Waste issues. The current appointment is set to expire July 9, 2016.
2. Purpose: As in the past, the firm of Foster Pepper has served as special counsel for solid waste matters since the start of the long-hauling transport & disposal activities in 1993. The purpose of this action is to continue this arrangement for current and future solid waste issues.
3. Cost: Initial earmark for Special Counsel fees is \$50,000 for an estimated 110 hours of work.

Action Required: BOCC approval to proceed with continuing employment of Foster Pepper as Special Counsel for solid waste matters. Approval will consist of two resolutions: one for a waiver of competitive bidding, the second is a resolution appointing Special Counsel which is signed by both the Board and Judge Alan R. Hancock.

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

**IN THE MATTER OF THE BOARD OF ISLAND )  
COUNTY COMMISSIONERS EMPLOYING ) RESOLUTION NO. C- -16  
ATTORNEYS TO SERVE AS SPECIAL COUNSEL FOR )  
2016-2018 SOLID WASTE MATTERS ) SW- 03-16**

WHEREAS, it is deemed necessary and in the best interests of Island County and its inhabitants that the County enter into negotiations with Regional Disposal Company (Rabanco), Waste Connections, Inc., Waste Management of Washington, Inc., the cities in Island County, and others regarding certain contracts, services, and other solid waste issues; and

WHEREAS, it is necessary and advisable that attorneys who are specially skilled and experienced in such matters be employed as special counsel as in previous solid waste negotiations and issues; and

WHEREAS, sufficient funds are available in the Island County Solid Waste Fund and the Solid Waste budget has provided for employment of such counsel; NOW, THEREFORE,

BE IT HEREBY RESOLVED by the Board of County Commissioners of Island County, Washington, as follows:

Section 1. The law firm of Foster Pepper, PLLC, of Seattle, Washington is employed by the County as special counsel for up to a maximum period of two years to perform the services described at the compensation set forth in the document entitled "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference. Compensation received by those attorneys shall not exceed the maximum set forth in Exhibit "A" unless approved in writing by the Board of Island County Commissioners. Attachment "B" regarding insurance and indemnification is incorporated hereto by this reference

Section 2. This resolution is effective on July 10, 2016, the day which immediately follows expiration of Resolution No. C-73-14 which employs Foster Pepper, PLLC, through July 9, 2016 as special counsel for solid waste contract issues.

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

BOARD OF ISLAND COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

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

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

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

ATTEST:

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

Res. No. C- -16  
SW-03-16

We accept employment as special counsel in accordance with the provisions of the foregoing resolution.

FOSTER PEPPER, PLLC

By: \_\_\_\_\_  
Partner

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

The foregoing contract is approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Alan R. Hancock, Presiding Judge of the  
Superior Court of the State of Washington  
in and for Island County

**EXHIBIT "A"**

**SCOPE OF WORK**

Foster Pepper, PLLC ("Special Counsel"), will provide such legal services as the Island County Board of Commissioners and the Public Works Department shall request in connection with Solid Waste contract and service issues, negotiation, and/or other legal issues regarding Solid Waste. These services will include, but not be limited to the following:

1. Advise and represent the County on Solid Waste contract issues that may arise;
2. Advise and represent the County upon request in any matters relating to investigations, option evaluations, recommendations, proposals, bidding, negotiations, arbitration, legal proceedings, and/or other means necessary to renew or prepare bids and documents for the provision of solid waste transport/disposal, biosolids, and/or recycling and other Solid Waste services for Island County;
3. Assist in analyzing data and developing County strategy regarding these services;
4. Draft proposals, recommendations and position statements for all matters relating to bidding, security instruments, and/or other contract documents, services or issues;
5. Brief County Commissioners and other officials as necessary;
6. Perform such other tasks as are requested by the County relative to provision of solid waste services.

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**SCHEDULE OF COMPENSATION**

Total estimated hours for performance of work: 110  
Total estimated fees for performance of work: \$50,000  
Hourly rates of attorneys expected to perform the work:

Amasaki, Stacie	\$225
Coates, Lindsay A.	\$385
DiJulio, P. Stephen	\$575
Gilliland, Alexandra E.	\$325
Greenough, Marc R.	\$475
Marchisio, Lee	\$300
McNeill, Jim	\$485
Nave, Jeff	\$490
Nelson, Colm P.	\$425
Neraas, Nancy	\$475
Rowland, Milton G.	\$370
Schwartzman, Allison C.	\$450
Spitzer, Hugh D.	\$485
Terry Gregory, Lori A.	\$575
Tonkin, William G.	\$525
Weir, Stephanie G.	\$385
Winter, Deborah S.	\$495

Res. No. C- -16  
SW-03-16

In addition to fees, special counsel will be compensated for actual out-of-pocket expenses such as travel, long distance phone calls, photocopying, postage, and courier expenses. Travel is billed at hourly rates less 20%.

The maximum fees and charges in connection with this project shall not exceed \$50,000 without further authorization by the County.

**ATTACHMENT "B"**  
**TO CONTRACTS AND PURCHASE ORDERS**  
**For Service Contracts**  
**RM-PW-2016-\_\_\_\_\_**

CRP NO. \_\_\_\_\_ WORK ORDER NO. \_\_\_\_\_ PURCHASE ORDER NO. \_\_\_\_\_

**GENERAL AND PROFESSIONAL SERVICES, UTILITY FRANCHISES, RIGHT-OF-WAY, AND ACCESS AGREEMENTS:**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Island County, agents of Island County and all officials, agents and employees of Island County, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor to its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless Island County for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless Island County shall not be eliminated or reduced by any actual or alleged concurrent negligence of Island County or its agents, agencies, employees and officials.

**INSURANCE/INDUSTRIAL INSURANCE WAIVER**

Prior to commencement of services under this Contract, the Contractor shall submit to Island County certificates of insurance or certified copies of insurance policies and endorsements, if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Contract. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without Sixty (60) days prior written notice to the County. The Contractor shall maintain at its sole expense, unless otherwise stipulated, the following insurance coverages, insuring Contractor, its employees, agents, designees and indemnities as required herein:

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

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

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

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

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

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

4. Commercial General Liability insurance shall be endorsed to include a "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.

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

6. All Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of a three (3) year tail coverage shall be maintained after the expiration of the contract.

7. The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.

8. Industrial Insurance Waiver - With respect to the performance of this Contract and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless

provided in this Agreement extend to any claim brought by or on behalf of any employee of the Contractor against the County. However, the Contractor's waiver of immunity by the provisions of this paragraph extend only to claims against the Contractor by County, and does not include or extend to claims by the Contractor's employees directly against the Contractor. This waiver is mutually negotiated by the parties to this Agreement.

9. Professional Liability Insurance - Prior to the start of work, the Contractor will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$1,000,000 per claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims Made form coverage shall be maintained by the Contractor for a minimum of three (3) years following the termination of this Contract, and the Contractor shall annually provide the County with proof of renewal.

10. Sub-Contractors - Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontracts shall be subject to all of the requirements stated herein.

**Consultant/Contractor:** \_\_\_\_\_ **Date:** \_\_\_\_\_

III Solid Waste  
C. Resolution Surplus of Toyota  
40-5FG25 Forklift

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF THE SURPLUS OF ) RESOLUTION C - - 16  
COUNTY PROPERTY: TOYOTA 40-5FG25 ) R - - 16  
FORKLIFT, SN 42278 EQUIPMENT #756 )

WHEREAS, Island County has certain personal property, Toyota 40-5FG25 forklift, serial number 42278, equipment number 756, purchased used in September of 2002 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 their disposal as a trade-in upon purchase of a like item; and

WHEREAS, it is in the best interest of the county and the citizens thereof that said item be traded-in on the purchase of a replacement forklift; NOW THEREFORE,

BE IT HEREBY RESOLVED that the Toyota 40-5FG25 forklift, serial number 42278, equipment number 756, is declared surplus to County needs and may be traded-in for a credit of \$1,500 on the purchase of a replacement forklift.

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

BOARD OF COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

Richard M. Hannold, Chair

ATTEST:

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



IV. Trails  
A. Freeland Trail Segment 1 -  
Supplemental Agreement W.D. Co  
**ISLAND COUNTY PUBLIC WORKS**

P.O. BOX 5000, COUPEVILLE, WA 98239

Phone: (360) 679-7331

Fax: (360) 678-4550

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

Steve Marx, Assistant Public Works Director

Connie Bowers, P.E., Assistant County Engineer

**MEMORANDUM**

June 3, 2016

TO: Board of County Commissioners – Island County

FROM: Catherine Kelley – Project Manager *CK*

RE: Freeland Trail – Segment 1: PWP 11-01, JL# 00968-0001, Federal Aid No. STPE-2015(078);  
Local Agency Agreement No. LA 7350  
Supplemental Agreement No. 6, Agreement No. PW-1120-073 (Otak, Inc.)

Public Works is requesting the Board of County Commissioners (BOCC) at their June 15, 2016 Work Session, to approve Supplemental Agreement No. 6 to Agreement No. PW-1120-073 between Island County and Otak, Inc. Supplemental Agreement No. 6 will amend the Maximum Amount Payable of from 181,526.00 to \$208,076.97.

Upon execution of Supplemental Agreement No. 6, the remaining contract balance will be paid to Otak, Inc. for completion of the contract.

**Background**

- On February 7, 2011 the BOCC approved PWP 11-01, Job No. 00968-0001 which appropriated the funds for the Freeland Trail Project;
- The BOCC approved Agreement No. PW-1120-073, the original Contract with Otak, Inc. for design engineering of Freeland Trail on August 1, 2011;
- Supplemental Agreement No. 1 for a Contract time extension was approved by the BOCC on October 22, 2012;
- Supplemental Agreement No. 2 to update the Scope of Work and Budget to include dividing the Project into two construction phases was approved by the BOCC on December 24, 2012;
- Supplemental Agreement No. 3 for a Contract time extension to allow completion of a drainage report addressing WSDOT lease issues and incorporation of the drainage improvements into the Contract Plans, Specifications and Estimate was approved by the BOCC on September 23, 2013;
- Supplemental Agreement No. 4 for a Contract time extension to allow completion of Hydraulic and TESC (Temporary Erosion and Sediment Control) report addressing the WSDOT drainage issues for the lease and incorporation of any required drainage improvements into the Contract Plans, Specifications and Estimate was approved by the BOCC on November 24, 2014;
- Supplemental Agreement No. 5 for a Contract Time Extension to allow for completion and approval of the WSDOT Trail Lease Amendment and preparation of the final Contract Plans, Specifications and Estimate was approved by the BOCC on November 24, 2015.

s:\trails\freeland trail\design\otak\agreement no. pw 1120-073\supplemental agreement no. 6\work session memo - suppagrmt 6 2016-0603.docx

**SUPPLEMENTAL AGREEMENT NO. 6  
FREELAND TRAIL  
Design, Engineering and Permitting  
CONSULTANT AGREEMENT NO. PW-1120-073**

This Supplement amends the STANDARD CONSULTANT AGREEMENT, dated August 1, 2011, entered into between Island County, Washington, hereinafter referred to as "AGENCY," and Otak, Inc., hereinafter referred to as "CONSULTANT." All provisions in the basic Local Agency Standard Consultant Agreement, as amended by Supplemental Agreement No's 1, 2, 3, 4 and 5 remain in effect except as expressly modified by this supplement.

This Supplement is the sixth supplement to the original contract.

The change to the AGREEMENT is described as follows:

**HEADING, Page 1 of Local Agency Standard Consultant Agreement**, the following section is amended as follows:

"MAXIMUM AMOUNT PAYABLE is revised to read:

"TOTAL AMOUNT AUTHORIZED," in the heading is changed to \$208,076.97

"MANAGEMENT RESERVE FUND," in the heading is changed to \$0.00

"MAXIMUM AMOUNT PAYABLE," in the heading is changed to \$208,076.97

In witness whereof, AGENCY and CONSULTANT have executed this Supplemental Agreement No. 6 and agree to the changes as stated above.

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

APPROVED:

By:

By:

\_\_\_\_\_  
Nico M. Vanderhorst, P.E. – Principal  
Otak, Inc.

\_\_\_\_\_  
Richard M. Hannold, Chair  
Board of Island County Commissioners



# ISLAND COUNTY HUMAN RESOURCES

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

Melanie R. Bacon  
Director

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

*June 15, 2016 Work Session:*

## *Job Requisitions*

### **Clerk**

- Deputy Clerk, Upgrade Position from Clerk I to Clerk II, **Job Requisition 2016/58**



**ISLAND COUNTY  
PLANNING & COMMUNITY DEVELOPMENT**

**COMMISSIONERS AGENDA**

*Current Use Planning & Community Development*

*- Work Session -*

**June 15, 2016**

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**Subject/Description: Proposed phase II amendments to Title 16 and 17 of Island County Code**

Attachment: Yes – Memo and Proposed “Island County Code Clean Up” change matrix

Action Requested: *Discussion only*

Follow up:



## ISLAND COUNTY PLANNING & COMMUNITY DEVELOPMENT

PHONE: (360) 679-7339 ■ from Camano (360) 629-4522, Ext. 7339 ■ from S. Whidbey (360) 321-5111, Ext. 7339 FAX: (360) 679-7306 ■ 1 NE 6<sup>th</sup> Street, P. O. Box 5000, Coupeville, WA 98239-5000. Internet Home Page: <http://www.islandcounty.net/planning/>

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### ~ MEMORANDUM ~

**TO:** Board of Island County Commissioners

**FROM:** Hiller West, Community Development Director

**DATE:** June 6, 2016

**SUBJECT:** Proposed amendments to Titles 16 and 17 of Island County Code

The Housekeeping amendments to Island County Code have been reviewed and approved by the Board of Commissioners. The amendments to the administrative provisions for appeals have also been adopted by the Board. The next proposed set of amendments (phase 2) has been forwarded to the Planning Commission. This second set of amendments was started by former Planning Director Dave Wechner and myself, and has additionally been reviewed by the Prosecuting Attorney's office. Some of these amendments have been discussed for years; others have more recently become necessary because of changes in State law or to Island County Code.

In late April, the Planning Commission did a quick overview of the proposed amendments, and discussed how they might be considered. Because of their broad nature, and the need for policy discussion on most of them, the amendments were divided into three groups for sequential consideration. Under that scenario, each group would be addressed first in a workshop process, followed by a public hearing and recommendation to the Board. The Planning Commission's consensus was to divide the list of amendments into three groups, categorized broadly on the issues. One category related to "lots" and issues having to do with lot sizes, setbacks, and lot design. The second group included amendments having to do generally with "housing". The third category was a more "miscellaneous" category, to include the remainder of the amendments.

I have attached the matrix of amendments to Titles 16 and 17 of Island County Code, in case there are any questions.

Please let me know if you have any questions.

## Island County 'Code Clean-up'

#	DATE	Code Section	COMMENTOR	COMMENTS & NOTES	House-keeping	Consistency	Policy	Resolution
0	7/6/2015	17.03.xxx	DW – ICPD	Refers to ICC 17.08.342, repealed July 4, 1776. (EXAMPLE)	x			
1	7/9/15	17.03.040	DW – ICPD	Farm Housing – definition includes 'single-family dwellings' which are considered site-built. Provision allows density provisions of the zone to be exceeded, based on gross income of one individual living in the home, and no apparent limitation as to the number of farm-worker dwellings. This provision leads to a permanent dwelling being established based on temporary circumstances. Creates a 'loop-hole' for ag operators to create multiple homes on one parcel, despite low-density limitations of ag zones.  Provision is inconsistent with WAC 246-358/359.		x	x	If farm-worker housing is limited by density, then form of the housing is a moot point. If extra homes are intent of the code, the clarity is needed – policy call.  Guest cottages, farm worker housing, accessory dwelling units are all methods to increase the residential density of rural parcels, but no provision exists in the code to actually allow the increase in per-parcel density.
2	7/13/15	16.06.120.H	DW – ICPD	Final Map (plats) – Two changes needed: Sub-section H.9 should not refer to address assignments, this section is contrary to addressing policy of 14.04A, wherein addresses are assigned after final plat approval, prior to building permit.  Sub-section H needs a requirement to match 16.06.120.C, regarding covenants, codes, restrictions referenced on the face of the plat.			x	Strike 16.06.120.C requirement for address on final plat.
3	7/15/15	16.13.080	DW – ICPD	Since the Examiner's secretary works for this Department, and is not a separate entity, this provision is impractical and should be changed.			x	No change needed.
4	7/15/15	16.13.150	DW – ICPD	County-wide zoning is in effect post-12/31/84 so this provision is superseded by local ordinance – reference to Comp Plan controlling in the interim period presents a conflict with GMHB rulings.	x			Strike 16.13.150
5	7/21/15	17.02.050(4.b.2&3)	HW-ICPD	Sec. 17.02.050(4.b.2) and (4.b.3) need to be reconciled. Sec. b.2 requires a 75-foot buffer for any lots created after Oct. 1 1998. Sec. 4.b.3 applies to lots created before Oct. 1, 1998 and refers to the required 75-foot buffer, which can be reduced to the required shoreline setback. Question: Is the 75-foot buffer required for lots created before Oct. 1, 1998? Does b.3 apply the buffer averaging provision only to lots created before Oct. 1, 1998?		x		
6	7/21/15	17.03.180r(3.b)	HW-ICPD	In provisions for special event centers – eliminate reference to EDU's, farm			x	



## Island County 'Code Clean-up'

14	7/23/15	17.03.060.C.5	DW – ICPD	requirements for preliminary plat. Provision has been used as the basis of policy to allow reduced lot sizes for newly created lots in the 5-acre (Rural) zone. Either language can be added to the Rural zone allowance for exception to density/lot size, or, a general provision added to the code to address minimum lot-size area, one that may include portions to be dedicated for public right-of-way, when ROW reduction reduces development capacity. Current definition of lot size does not include any accounting for situations where County or State buys up ROW, resulting in lot sizes now under the minimum lot size for purposes of re-division. Lot area is defined in 17.03.040 as the 'area within the lot lines'. For lot sizes near 5 acres, the impact of ROW dedication is not so much a physical limitation to development, but a numerical equation that results in lost opportunity that public transportation agencies must pay for – essentially a lot that will never be a lot. In the 5-acre zone, a 10 acre parcel that could normally be divided into 2 lots cannot, if ROW dedication for public road improvement reduces the parent parcel to 9.8 acres (for example).  *Need to acknowledge that lot area to the center-line cannot include land donated on a plat (RCW 58.08.015).					X	
15	7/23/15	16.06.170	DW – ICPD	Alterations, Withdrawals and Vacations – no reference to RCW 58.17.215 for the alteration of long subdivisions. Should we include such reference as the statutory provisions control on the application and hearing process?				X		
16	7/24/15	16.13.100 16.13.100.B	DW – ICPD	Would it make more sense just to make a more blanket statement referring to decision-type, rather than list individual permits subject to appeal? Would that cover everything?  Section B also refers to appeal of a Commercial Ag zoning verification (rezone to RA), identified in 17.03.100 as a 'technical Type IV process' – confusing, as all other Type IV actions are legislative. ICC 17.03.220 – the procedure for rezones, allows CA to RA rezone as a Type III process.						
17	7/24/15	17.03 (several)	DW – ICPD	Building height is regulated in each zone – Department policy currently establishes how to measure it. Would like to see this in code; best established in a single section focused on how to measure height, setbacks, distance to OHWM, etc.  Height should be established with more consistency across zones of similar type (i.e. all commercial zone with same height, all industrial the same, etc.)					X	
18	7/24/15	17.03.040	DW – ICPD	Lot Area – currently defined as 'the total land area within the lot lines'. This					X	

## Island County 'Code Clean-up'

19	7/24/15	17.03.040	DW – ICPD	often includes private tidelands, which are not buildable, for the purposes of meeting minimum lot size. Suggest that for the purposes of calculating lot area, lands seaward of OHWM (those subject to the Shoreline Management Act) not be included in the calculation of lot size, as they are not buildable with conventional structures. Lots refer to land, not the seabed.			x		
				Lot Width – means the average horizontal distance between side lot or parcel lines, calculated by dividing the lot area measured in square feet by the length of the lot (i.e. the distance between front and rear property lines measured in feet.' This provision may result in lots that clearly do not meet the plain meaning of width but by the calculation method, do so (rectangle lots of 100' in width that can be gerrymandered to result in 2 lots 60' in width).  Suggest: "Lot width" means the horizontal distance measured at the building setback line between the two (2) opposite side lot lines. Average lot width shall be the average of the front and rear lot lines, measured from the front and rear setback lines. For a corner lot, the lot width shall be the average distance of the narrower dimension of the lot.			x		
20	7/28/15	16.06.070	DW – ICPD	Expiration of boundary line adjustments. Currently, boundary line adjustments approvals become final upon recording. Some approved BLAs have not been recorded in a timely fashion, properties have been sold subsequent to the approval, but the boundary line remains the same between properties, now with one (or more) owners who were not part of the original application.  BLAs are exempt from the platting statute, and subject to local review, but like land division, result in a new deed – hence the 'complete before sale' aspect of the land division statute is appropriate to apply to boundary line adjustments. Perhaps a criterion should be added (which would result in a condition of approval) that the BLA be recorded prior to sale. Adding an expiration to BLAs would also compel property owners who have initiated a Boundary Adjustment to complete and record the action.  Whatcom and Benton Counties, Blaine, Camas, Kalama, Puyallup and several other jurisdictions expire boundary line adjustment approvals, ranging from 6 mos. – 2 years from date of approval.			x		
21	7/28/15	17.03.040	DW – ICPD	Winery – Definition requested by winery owners. Suggested definitions from winery owners include activities that are not related to wine production or sales (e.g. hosting weddings, concerts, other events).  Whatcom County contains no definition of 'winery' – Ag definition includes					x

## Island County 'Code Clean-up'

22	8/12/15	17.03.040	Planning staff	<p>viticulture. Skagit County would deem the vineyard a farm and winery an agricultural processing facility – other uses to promote local agricultural products' on site are deemed an Ag accessory use. Kitsap County includes viticulture and wineries in definition of Ag uses. Chelan includes 'places of public or private assembly' in definition of winery.</p> <p>Camping – Requested to have a definition. Look for ZCI on this issue. Camping is only referenced in Health code and Greenbank Farm.</p> <p>DW: Not sure this is needed – what is the permitting problem? Is the issue to define it so we enforce against when it occurs? (Camping is not allowed outside of campgrounds, which authorizes the use).</p>	x				
23	8/25/15	17.03	Planning staff	<p>Accessory Dwelling Units – listed as a Type I use in several zones with guest cottage inclusive in the definition, and allowing additional 'dwelling units', inconsistent with zoning densities. With the Allowance for Accessory Uses and Buildings on lots in addition to SFRs, you essentially double the density on any given lot.</p>					
24	8/25/15	17.03.180.V	Planning staff	<p>17.03.180.V.4 allows temporary mobile homes in the R and RR zones, and appears to restrict them to single-wides, for 6 months. Section V.5 allows temporary 'medical hardship' mobiles, does not restrict to single-wides, and permit is good for a year, with renewal allowed for on-going medical condition. County is required to give applicants not less than 30 days notice.</p> <p>DW: Not sure what the issue is here?</p>					
25	8/25/15	17.03.040	Planning staff	<p>Clarity in definitions or use tables on using SFRs for vacation rentals. They often pose impacts to neighbors (used as weekend 'party houses') – no current permitting system. BCC is asking for this to be regulated, some type of permit system or blanket provision that clarifies what impacts are to be regulated.</p>				x	
26	8/25/15	17.03.040 & 17.03.180.K	Planning staff	<p>Classes of specialized instruction are listed as example of a school – and also listed as a home occupation, but not a home industry. Industries are usually the more intensive uses – but classes that allow 10 students per class and seemingly no limit on the number of classes, are more intensive than most other home occs.</p>					x
27	8/25/15	17.03.060	Planning staff	<p>Kennels are a Conditional Use in the R zone, but allowed as a Home Industry, which actually has more restrictions because of the on-site residency requirement. Animal control would like to see more stringent regulation of puppy mills, home breeders. Control officer cites Snohomish County code as good example.</p>					x

## Island County 'Code Clean-up'

28	8/25/15	16.06.050.E & 16.06.080.B			Code allows lot combos without review, leading to lots that cross streets, irregular shape to utilize additional land area while creating small building envelopes in close proximity to one another. No reference to platted lots (combining lots a plat alteration?).				X	
29	8/25/15	16.06.170	DW – ICPD		Plat alteration definition should include that of the exterior boundary of a subdivision or short plat which does not qualify as a correction. Old subdivision plats are being used as land division devices on properties never contemplated in the original plat, as an old subdivision with sub-standard lots 'moves' over the land to occupy new ground, establishing smaller lots where adjacent landowners did not anticipate them, or have a chance to comment or appeal as with a normal land division plat.				X	
30	8/25/15	16.06	Planning staff		Staff objects to new short plats within existing long plats, citing this is not the correct vehicle, and further land division should be a long plat alteration.  DW: Disagree. Statute allows 'replat' of properties, and if taking place beyond the 5-year limitation, short plat is the correct tool. Section 16.06.040 could probably use a definition of replat to clarify the circumstances which distinguish it from a plat alteration.				X	
31	8/25/15	17.03.040	Planning staff		Definition of 'applicant' should refer to land use or land division, not limited to 'land division' only. See staff definition, which includes owners and authorized agents.			X		
32	8/25/15	17.03.180.S.4	Planning staff		Two Section 4s in this code section – needs renumbering. Then check elsewhere in code for references to #4 where it should be the new #5. Such as 17.03.210.D.1.e which refers to 17.03.180.S.4.			X		
33	8/25/15	17.03.180.T.1	DW – ICPD		Preamble of this section refers to the Rural zone, but it goes on to list uses in other zones as examples. Since this section refers to uses, and specifically calls out zones for some, preamble reference should be stricken.			X		
34	9/3/15	16.13.110.E	MB		Allowance for Hearing Examiner to rule on Type I decision appeals.				X	Recommend adding: "... except as set forth in 16.19.190.A."
35	9/3/15	17.03.180T(5)	Planning staff		Suggest amendment to language re: Equestrian Centers: "... breeding <u>or</u> rental of horses..."			X		Revise: Strike and, replace with <u>or</u> .
36	9/3/15	Chp. 17	Planning staff		Code could use language to 'expire' permits if no action by applicant in a certain period of time.				X	DW: Permits can be denied if applicant does not 'fix' the deficiencies that prevent approval. Code language re: permits

## Island County 'Code Clean-up'

									that are 'stuck' would make it easier to expire them, but 'automatic' language may not be appropriate or apply to all cases.
37	10/6/15	17.03.120	BJ – ICPD	While 17.03120 appears to identify all of the allowed and prohibited uses for the RC zone, there are in fact a number of more specific standards for each "mixed use RAID" identified in "Appendix A" of the zoning code. For example, 17.03.120.c lists "any building greater than 50,000 square feet" as a prohibited use with no qualifiers, asterisks, or exceptions; however, appendix A indicates that in the Clinton RAID, buildings greater than 14,000 square feet are prohibited.  If we are going to have separate standards for each RAID, we should either list them in code as exceptions, or modify the code to include specific zoning designations for each RAID – currently the additional regulations are listed in the <i>designation criteria</i> of RC – a section that shouldn't be in the established zone anyway, but in the Comp Plan – that is how zones are established.	X	X			
38	10/6/15	17.03.050.G	DW – ICPD	Inconsistent application of vesting in the individual sections of 'G' should be consolidated to establish a clear threshold of vesting to changes in the Code.		X			
39	10/6/15	17.03.050.G.7	DW – ICPD	Reference to Transfer of Development Rights should be eliminated, as the County does not administer a TDR program, or issue 'certificates of development rights'.	X				
40	10/6/15	14.04A.140	DW – ICPD DM – P.A. Office	The Addressing Board is currently designated as an appeals board in ICC 14.04A.140. The Addressing Board is not currently listed as a County Committee; there should be a determination as to whether or not the Addressing Board is still the desired entity to hear appeals as provided in ICC 14.04A.140. If the answer is yes, then there does not need to be code clean-up but rather action on the part of the County Commissioners to add the Addressing Board to its list of Committees and make sure there are current appointments to such board. However, if the Examiner or other entity should hear such appeals, or appeals should simply be directed to the Board of County Commissioners, then the code would need to be cleaned up to reflect that change.		X		X	
41	10/6/15	17.03.160.W.3.b.	Planning staff	For lots less than one (1) acre in size, the setback may be reduced as necessary to allow reasonable economic use of the property as a Type II Planning and Community Development Director decision pursuant to <a href="#">chapter 16.19</a> . The setback shall not be reduced to less than twenty (20) feet unless it is necessary to achieve a reasonable use as defined in <a href="#">chapters 17.02, 17.02A, and 17.02B</a> .	X	X			

## Island County 'Code Clean-up'

42	10/6/15	17.02	DW – ICPD	<p>2 issues: 1) 'Reasonable use' defined in code – reasonable 'economic' use is not. 2) 'Reasonable use' is in three different sections of code – once a common definition is agreed upon, there should be a single reference.</p> <p>Plant and animal list, including Habitats of Local Importance. The HIL list was adopted by ordinance C-78-00 – it is not clear what the other species represent (the <i>definitive</i> federal list of Endangered, Threatened and Sensitive species found in Island County?). Not sure when invasive non-native plants are on the list.</p> <p>Depending on what purpose this serves, the list should be granted some acknowledgement in the code, and be assigned a code section.</p>	x				
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**ISLAND COUNTY  
PLANNING & COMMUNITY DEVELOPMENT**

**COMMISSIONERS AGENDA  
- Long Range Planning - Work Session -**

**June 15, 2016**

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**Subject/Description:** Discussion of Comprehensive Plan Update draft documents:

- Capital Facilities Element
- Draft Appendix B – Future Population Growth Analysis & Accommodations
- Draft Appendix C – Public Participation

Attachment: No – documents available at: <http://islandcounty2036.org/>

Action Requested:

Follow up:

***WSU EXTENSION***  
**BOCC Work Session Agenda**  
**June 13, 2016**

1. Subject/Description: Waste Wise Community Litter Cleanup Program  
Attachment: No  
Proposed Action: Update on program
  
2. Subject: Update on WSU Extension Island County  
Attachment: No  
Proposed Action: Discussion

**Island County IT Department**  
Work Session Agenda  
June 15 2016

*County Commissioners:*

*Helen Price Johnson, Chair*

*Jill Johnson, Member*

*Rick Hannold, Member*

*John Kent, IT Department Director*

---

**Subject/Description:** CDWG LLC Replacement of End of Life Data Protection Manager and Backup Recovery System

**Attachment:** Yes

**Action Requested:** Discussion/Approval

**Follow up:** Schedule for next BoCC meeting Consent Agenda

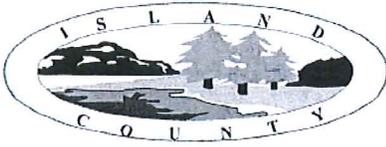
## **Backup and Recovery System**

This system consists of hardware, software and operating supplies to provide reliable and secure backup and restore of County electronic data. This system will replace hardware and software that has been in use for the past 7 years.

The hardware consists of a high performance server and a tape library, which is a storage device which contains two tape drives, 48 slots to hold tape cartridges, a barcode reader to identify tape cartridges and a robot for loading tape cartridges in and out of the drives. The selected tape library will have a throughput that is above 10 times the current system's maximum.

The software consists of Microsoft Windows 2012 R2 and Microsoft System Center which includes the Data Protection Manager software.

The supplies consist of 48 LTO-7 tape cartridges, which have 30 times the capacity of the LTO-2 cartridges currently in use (6,000GB vs. 200 GB).



# CONTRACT REVIEW FORM

Risk Management  
Contract Control Number  
RM-17-2016-121

Contract Name: **CDW GOVERNMENT LLC** Dept Contract #: \_\_\_\_\_ (Optional)

Department Contact: **Jenean Boggs** Request Date: **03/29/16**

Effective Date of Contract: **Upon Signature** Term of Contract: **PO 10465**

Contract \$ Amount: **\$ 39,614.18**  
Amendment \$ Amount: **0.00**

Circle One: [BID] **X** [NO BID] [RFQ/RFP]  
\* If "NO BID" identify exemption to mandatory bidding = KCDA Catalog Purchasing Cooperative 014-E

Funds Available     **X**     [Budgeted] [Grant] [Grant Match %]

Return to Originating Department by: \_\_\_\_\_ Suspension/Debarment Certification  
YES  RECEIVED

Or Call for Pick Up, ext. # 7830

**ACTION REQUIRED:** 16-0122 MAR 31 2016

**A. Review by Prosecuting Attorney** \*Date to Risk Management under separate cover = [ / / ]

*[Signature]* Date 4/14/16 or Comments

Approved as to Form \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_

**B. Review by Risk Management:** \*Date to Prosecuting Attorney under separate cover = [ / / ]

*[Signature]* Date 3/30/2016 or Comments

Approved \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_

Other Notes: \_\_\_\_\_

Second Review see page 2 Reverse Side

RECEIVED  
MAR 30 2016  
GEN SVCS ADMIN

The top portion of this form will be completed by Originating Department and attached to the Contract for Services to be reviewed. This form will stay with the contract through the contract review process.

**SECOND REVIEW**  
ISLAND COUNTY  
CONTRACT REVIEW FORM

Contract Name : \_\_\_\_\_  
Department Contact : \_\_\_\_\_ Request Date : / /  
Return to Originating Department by: / / or call for pick up, ext. # = \_\_\_\_\_  
Risk Management Contract Number: RM-IT-2016-121 RECEIVED

**SECOND REVIEW**

16-0122

APR 21 2016

**A. By: Prosecuting Attorney** - \*Date to Risk Management under separate cover = [ / / ]

\_\_\_\_\_  
Approved as to Form Date 4/18/16

or

Comments

Comments: "Contingency" amount not appropriate for  
Purchase order; but if purchase under \$5K, exempt anyway  
(needs to be removed and amounts recalculated) see FCC 2.89.0501

**SECOND REVIEW**

**B. By: Risk Management** - \*Date to Prosecuting Attorney under separate cover = [ / / ]

\_\_\_\_\_  
Approved Date 04/20/2016

or

Comments

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECEIVED  
APR 19 2016  
GEN SVCS ADMIN

Third Review  
**ISLAND COUNTY  
CONTRACT REVIEW FORM**

<b>Contract Name:</b> CDW GOVERNMENT LLC	<b>Contract #:</b>
<b>Department Contact:</b> Jentan Boggs	<b>Request Date:</b> 04/27/16
<b>Return to Originating Department by:</b> / /	<b>or call for pick up, ext. #</b> 7830
<b>Risk Management Contract Number:</b> RM-IT-2016-121	RECEIVED

16-0122 MAY 07 2016

THIRD REVIEW

ISLAND COUNTY  
PROSECUTING ATTORNEY

**B. By: Risk Management** - \*Date to Prosecuting Attorney and/or ITD under separate cover = [ / / ]

J. Marlow 4/29/2016 or Comments  
Approved Date

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIRD REVIEW

**C. By: Prosecuting Attorney** - \*Date to Risk Management and/or ITD under separate cover = [ / / ]

[Signature] 5/2/16 or Comments  
Approved as to Form Date

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECEIVED**  
**APR 28 2016**  
**GEN SVCS ADMIN**





CDWG.com | 800.594.4239

OE400SPS

## SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GWFJ795	1584125	3/3/2016

**BILL TO:**  
ISLAND COUNTY IT DEPT  
PO BOX 5000

**SHIP TO:**  
ISLAND COUNTY CENTRAL  
SERVICES  
Attention To: JOHN KENT  
1 NE 7TH STREET

Accounts Payable  
COUPEVILLE, WA 98239-5000

COUPEVILLE, WA 98239  
Contact: JOHN KENT

Customer Phone #

Customer P.O. # DELL TL4000 +  
PRODEPLOY

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JON WATTERS 866.339.7081		DROP SHIP-GROUND	Net 30 Days-Govt State/Local	
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	4035623	DELL CTO PV TL4000 4U 48 SLOT TAPE Mfg#: 725420195 Contract: KCDA Catalog Agreement- Contract# 014-E 014-E	22,713.59	22,713.59
SUBTOTAL				22,713.59
FREIGHT				0.00
TAX				1,976.08
				US Currency
<b>TOTAL</b> ↕				<b>24,689.67</b>

CDW Government  
230 North Milwaukee Ave.  
Vernon Hills, IL 60061

Fax: 312.752.4293

**Please remit payment to:**  
CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

Description

PowerVault TL4000 Tape Library, 4U, 48 Slot, 1 to 4 Drives (225-4566)

6Gb SAS HBA, Dual Port (342-1091)

Dell Hardware Warranty Plus OnSite Service Initial YR (985-9487)

Dell Hardware Warranty, Extended Year(s) (985-9488)

Pro Support : Next Business Day Onsite Service After Problem

Diagnosis, 2Year Extended (988-6092)

ProSupport : 7x24 HW / SW Tech Support and Assistance , 3 Year (988-6132)

Pro Support : Next Business Day Onsite Service After Problem

Diagnosis, Initial Year (988-9640)

Thank you choosing Dell ProSupport. For tech support, visit

<http://www.dell.com/support> or call 1-800- 945-3355 (989-3439)

LTO Tape Cleaner (310-8733)

ProDeploy Dell Storage TL Series 4U Library - Deployment (805-4558)

ProDeploy Dell Storage TL Series 4U Library - Deployment

Verification (805-4559)

Declined Remote Consulting Service (973-2426)

Documentation and Shipping (340-AKUK)

LTO-7 SAS Tape Drive (445-BBBS)

Tape label, LTO7, 1-60 (389-BHXX)

Thanks!



CDWG.com | 800.594.4239

OE400SPS

# SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GXL362	1584125	3/29/2016

**BILL TO:**  
 ISLAND COUNTY IT DEPT  
 PO BOX 5000

**SHIP TO:**  
 ISLAND COUNTY CENTRAL SERVICES  
 Attention To: JOEL ASKEY  
 1 NE 7TH STREET

Accounts Payable  
 COUPEVILLE, WA 98239-5000

COUPEVILLE, WA 98239  
 Contact: JOEL ASKEY 360.678.7833

Customer Phone #

Customer P.O. # DELL R630 5YEAR NBD  
 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JON WATTERS 866.339.7081		DROP SHIP-GROUND	Net 30 Days-Govt State/Local	
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	4069025	DELL CTO PE R630 2XE5-2609 16GB Mfg#: 1020332892089 Contract: KCDA Catalog Agreement- Contract# 014-E 014-E	7,250.00	7,250.00
SUBTOTAL				7,250.00
FREIGHT				0.00
TAX				630.75
				US Currency
<b>TOTAL</b>				<b>7,880.75</b>

CDW Government  
 230 North Milwaukee Ave.  
 Vernon Hills, IL 60061

Fax: 312.752.4293

**Please remit payment to:**  
 CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515



CDWG.com | 800.594.4239

OE400SPS

# SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GXCW219	1584125	3/22/2016

**BILL TO:**  
 ISLAND COUNTY IT DEPT  
 PO BOX 5000

**SHIP TO:**  
 ISLAND COUNTY CENTRAL SERVICES  
 Attention To: JOEL ASKEY  
 1 NE 7TH STREET

Accounts Payable  
 COUPEVILLE, WA 98239-5000

COUPEVILLE, WA 98239-5000  
 Contact: JOEL ASKEY 360 678 7833

Customer Phone #

Customer P.O. # IBM LTO7 + LABELS  
 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
JON WATTERS 866.339.7081		DROP SHIP-GROUND	Net 30 Days-Govt State/Local	
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
48	3939449	IBM LTO 7 TAPE MEDIA Mfg#: 38L7302L Contract: KCDA Catalog Agreement- Contract# 014-E 014-E	135.00	6,480.00
SUBTOTAL				6,480.00
FREIGHT				0.00
TAX				563.76
				US Currency
<b>TOTAL</b>				<b>7,043.76</b>

CDW Government  
 230 North Milwaukee Ave.  
 Vernon Hills, IL 60061

Fax: 312.752.4293

**Please remit payment to:**  
 CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515



### KCDA Contract Information

**\*\* KCDA does not charge service fees on our vendor direct contracts \*\***

<b>Awarded Vendor:</b>	CDW-G 	
<b>KCDA Bid Number:</b>	AEPA 014-E 	
<b>Contract Expiration Date:</b>	February 28, 2017	
<b>Approved Products/Services: Bid Tabulation/Evaluation Available Upon Request</b>	On-line Technology Catalog	<a href="#">Award Letter</a> <a href="#">Extension Letter 2015</a> <a href="#">Extension Letter 2016</a>
<b>Primary Vendor Contact:</b>	Pricing Requests Michael McClain Phone: 866-339-4891 Email: <a href="mailto:mikemcc@cdwg.com">mikemcc@cdwg.com</a> Account Executive: Angela Gadiant Phone: 206-484-5368 Fax: 866-349-2394 Email: <a href="mailto:angehal@cdwg.com">angehal@cdwg.com</a>	
<b>Websites: Click on Logo</b>	 <b>March Flyer</b>	
<b>Order Placement/Processing:</b>	<a href="#">Click here to order directly from CDW-G</a> Shipping and handling will be included, except for common carrier, palletization and large freight over 70 lbs.	
<b>Sustainability:</b>	<a href="#">Green Statement Flyer</a>	
<b>KCDA Contact:</b>	KCDA Purchasing Cooperative Attention: Valerie Ellefsen Phone: 425-251-8115, 800-422-5019, ext. 134 Fax: 253-395-5402 email: <a href="mailto:vellefsen@kcda.org">vellefsen@kcda.org</a>	



## ISLAND COUNTY PUBLIC HEALTH MEMORANDUM

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

**FROM:** Keith Higman  
Health Services Director

**SUBJECT:** Public Health Work Session – June 15, 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:* Coastal Geologic Services, Inc.: Incentives to Reduce Shoreline Armoring Contract No. DNR-04-2016  
*Attachment:* Approval to move to the BOCC Consent Agenda following completion of Risk and Legal reviews.  
*Action Requested:* Risk Review is complete. Legal Review is in progress.
2. *Subject/Description:* Recommendation for Environmental Engineering Consultant Services for Sedimentation and Groundwater Data Collection and Synthesis for Iverson Preserve (RCO #15-1049P) following a formal RFP process and comprehensive review of the applicants.  
*Attachment:* None.  
*Action Requested:* Discussion and direction from the Board.

## SERVICES AGREEMENT

Between Island County and Coastal Geologic Services, Inc.

Contract No. DNR-04-2016

THIS SERVICES AGREEMENT is made and entered into by and between ISLAND COUNTY, Washington, hereinafter called "COUNTY," and Coastal Geologic Services, Inc. (CGS), a Washington corporation, located at 1711 Ellis Street, Suite 103, Bellingham, WA 98225, hereinafter called "CONTRACTOR."

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

1. **SCOPE OF WORK:** The CONTRACTOR shall do all work and furnish all tools, materials and equipment to carry out the duties of the contract as described in the attached Exhibit "A" – Scope of Work, Incentives to Reduce Puget Sound Shoreline Armoring in Island County, incorporated herein by reference.

2. **BUDGET:** The CONTRACTOR shall be compensated by the COUNTY for completed work and services rendered under this agreement as set forth in Scope of Work - Exhibit "A", not to exceed \$55,000 as shown in Budget - Exhibit "B", both exhibits incorporated herein by reference.

3. **PERIOD OF PERFORMANCE:** The CONTRACTOR'S work shall take place between April 18, 2016 and September 30, 2016; all work shall be completed by September 30, 2016, and all final reports and deliverables shall be filed with COUNTY prior to aforementioned ending date.

4. **INDEPENDENT CONTRACTOR:** The CONTRACTOR is not an employee of the COUNTY and shall not hold itself out to be an employee. The CONTRACTOR is responsible for withholding and/or paying employment taxes, insurance, and deductions of any kind required by federal, state and/or local laws. The CONTRACTOR shall provide and bear the expense of all travel, equipment, supplies, work and labor of any sort whatsoever that may be required to complete the work provided for in this contract.

5. **CONSIDERATION:** The COUNTY shall pay the CONTRACTOR to provide the described services in accordance with the sums set forth on Budget - Exhibit "B", incorporated herein by reference.

6. **BILLING PROCEDURE:** The COUNTY will pay to the CONTRACTOR the amounts billed for work completed, upon receipt of properly executed invoices, and submitted to Island County Public Health with all appropriate backup for any direct and indirect costs, and thereupon approved or adjusted for payment.

7. **CONTRACT MANAGEMENT:** The Natural Resources Manager shall manage and administer this contract for the COUNTY.

**8. INDEMNIFICATION:** To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend and hold harmless and defend the COUNTY, State of Washington, agencies of the COUNTY and the State and all officials, agents and employees of the COUNTY and State from and against any and all claims arising out of or resulting from the performance of this contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney fees, attributable for bodily injury, sickness, disease or death, or injury to, or destruction of tangible property including loss of use resulting therefrom. The CONTRACTOR'S obligation to indemnify, defend, and hold harmless includes any claim by CONTRACTOR'S agents, employees, representatives, or any subcontractor to its employees.

The CONTRACTOR expressly agrees to indemnify, defend, and hold harmless the COUNTY and State of Washington for any claim arising out of, or incident to the CONTRACTOR or any subcontractor's performance or failure to perform the contract. The CONTRACTOR's obligation to indemnify, defend, and hold harmless the COUNTY and State shall not be eliminated or reduced by any actual or alleged concurrent negligence of the COUNTY, the State, or their agents, agencies, employees and officials.

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

A. The CONTRACTOR shall not commence work under this Contract until the CONTRACTOR has obtained all insurance required under this paragraph and such insurance has been approved by the COUNTY.

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

C. The CONTRACTOR shall maintain, during the life of the contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations. Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the 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 the CONTRACTOR or by anyone directly employed by or contracting with the 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 the COUNTY as Additional Insured (CG2010) and an endorsement that specifically states the CONTRACTOR'S General Liability shall be primary, and not contributory, with any other insurance maintained by the COUNTY.

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

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

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

E. The 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 coverage, except Professional Liability, shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the only option, a minimum of a three (3) year tail coverage shall be maintained after the expiration of the contract.

G. The 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 the COUNTY, its officers, agents and employees, the

CONTRACTOR expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrials 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 the CONTRACTOR by COUNTY and does not include or extend to claims by CONTRACTOR'S employees directly against the CONTRACTOR. This waiver is mutually negotiated by the parties to this Agreement.

I. Professional Liability Insurance – Prior to the start of work, the 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 the CONTRACTOR or subcontractor for a minimum of three (3) years following the termination of this contract, and the CONTRACTOR or subcontractor shall annually provide the COUNTY with proof of renewal.

J. Subcontractors – The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

10. **GRANT FUNDING/THIRD PARTY BENEFICIARY:** The COUNTY is funding its obligations under this Agreement as follows:

- a. Island County and Washington Department of Fish & Wildlife;  
WDFW Agreement No. 14-02085 - Exhibit "C"

The CONTRACTOR shall comply with all the terms and conditions with which the COUNTY must comply as outlined in WDFW Agreement No. 14-02085 - Exhibit "C".

11. **CERTIFICATION REGARDING SUSPENSION AND DEBARMENT:** The CONTRACTOR certifies to the best of its knowledge and belief it:

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

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

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



## Scope of Work

### Incentives to Reduce Puget Sound Shoreline Armoring in Island County (WDFW # 14-02085)

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#### **PURPOSE**

The goal of the project is to promote shoreline armoring alternative strategies for shoreline residential properties. Shoreline armoring alternatives provide both the use and enjoyment of the property while promoting and maintaining the ecological properties of coastal ecosystems. The CONTRACTOR shall provide coastal property site visits and site design assistance to shoreline homeowners. This work shall give shoreline homeowners a professional evaluation by a licensed engineering geologist of the feasibility of keeping a natural beach or incorporating soft shore alternatives for shoreline protection. In addition, the CONTRACTOR shall develop a response plan for emergency bulkhead replacement requests that are submitted to the COUNTY.

#### **CONSULTANT TASKS & DELIVERABLES**

##### **Task 1: Project Management**

This task includes management of staff and coordination with the COUNTY, invoices and progress reporting, coordination communications, some QA/QC, and internal staff team progress meetings. Project management includes communication with shoreline homeowners, staff and other COUNTY staff using email, phone and in-person communication to ensure a successful project. The CONTRACTOR shall manage the progress and quality of the proposed tasks throughout the period of performance. The CONTRACTOR shall also assist in scheduling site visits with COUNTY staff. The CONTRACTOR shall assist with prioritization on an as-needed basis to ensure that optimal sites are selected.

##### **Task 1: Deliverables**

A brief summary of progress will include the number of site visits completed and the number and status of each design development. Summary reports shall be provided throughout the duration of the project to the COUNTY.

##### **Task 1: Assumptions**

- Project shall be billed monthly to Island County Public Health.
- Communication with shoreline homeowners shall be primarily by email with additional telephone calls as needed. Up to one in person meeting may be included.

- Detailed progress reports are not required however a brief summary of progress in the form of the number of site visits completed and the number and status of design development shall be reported.

### **Task 2: Professional Engineering Services**

The CONTRACTOR shall conduct site visits at shoreline properties to evaluate the feasibility of soft shore alternatives to hard armoring, as well as armor removal. The CONTRACTOR shall conduct between 8 and 42 site visits to separate shoreline homeowners in Island County. Some of these visits may include several adjacent properties examined together. The CONTRACTOR shall provide to the COUNTY a brief written memo after each site visit summarizing the site-specific findings and recommendations. Each site visit memo will include: minor background research on geology and coastal processes, travel to and from the site, meeting with the shoreline homeowners when present and examining the beach, backshore, uplands, and bluff/bank (if present). Processes will be determined for each site visit based on the severity of coastal erosion and general rate, general risk to developments posed by coastal erosion and slope stability, nearshore habitats present, general assessment of armor and other structures at the shore, and determination and description of one or several alternatives if feasible for appropriate management to improve nearshore habitats to the degree possible while maintaining safe use of the property.

1-2 site designs may be developed under this contract. As needed, the CONTRACTOR and COUNTY shall coordinate on selection of property to proceed with design, develop designs for the removal of hard armoring and/or installation of soft shore protection and shore friendly best management practices at qualifying shoreline properties. The CONTRACTOR may complete design development for 1 to 2 different, individual, residential coastal properties. Design development will be completed which is suitable for permitting, evaluation of designs by permit staff and for construction.

### **Task 2: Deliverables**

Deliverables shall include 8 to 33 site visits. Site visits include a discussion with the shoreline property owners when present, and a short memo summarizing site conditions, processes affecting the shore, and recommendations for appropriate management responses to enhance habitat and provide continued use of the property.

Deliverables include 1 to 2 site designs. As needed, a site design prepared by the CONTRACTOR will include preparation of a scaled existing conditions site plan and cross-section(s), proposed conditions site plan and cross-section(s), materials list, and brief project description memo, building on the site visit memo. Provide limited permitting assistance to shoreline homeowners, and to permit staff to review and approve shoreline armoring permits needing assistance.

### **Task 2: Assumptions**

- Site visit memos shall be delivered to the COUNTY. The COUNTY shall deliver the site visit memos to the shoreline homeowners.
- Revisions from shoreline homeowners for the site visit memo are not anticipated; however revisions will be made where needed at the discretion of the COUNTY. Recommendations for shoreline armoring alternatives are aligned with the WDFW Shore Friendly contract.
- Site designs will be completed for residential properties and will not include large heavily engineered sites, commercial properties, industrial properties or those that involve major infrastructure.
- Sites for design development will only include detailed topographic mapping when these data are not otherwise available and site complexity is significant requiring this level of mapping. In most cases it is anticipated that a combination of available aerial photos, LiDAR, and new field measurements and observations will suffice for preparation of site plans and design details.

**Task 3: Emergency Shoreline Permitting Response Plan**

Shoreline property owners may be vulnerable immediately following a storm event which causes damage to their bulkhead. The CONTRACTOR shall work with the COUNTY'S Planning & Community Development staff to develop an Emergency Shoreline Permitting Response Plan to assist the public in understanding their options for protecting their shoreline property in response to storm damage. The Emergency Shoreline Permitting Response Plan shall include appropriate actions, cost estimates, contact information, and what steps to take following a storm event which causes damage to the shoreline. The CONTRACTOR shall work closely with the COUNTY to ensure staff is knowledgeable on how to respond to emergency storm situations when shoreline homeowners have damaged bulkheads. The Emergency Shoreline Permitting Response Plan will help guide landowners through their options including shoreline armoring alternatives.

**Task 3: Deliverables**

Emergency Shoreline Permitting Response Plan: Draft and final.

## Budget

### Incentives to Reduce Puget Sound Shoreline Armoring in Island County (WDFW # 14-02085)

Task	Deliverable	Budget	Completion date
1 Project Management	Email, phone and in-person communication, including assisting with prioritization of site visit recipients as needed, updates and invoicing.	\$4,000	September 30, 2016
2 Engineering Services	Conduct site assessments for approved shoreline homeowners. Submit written reports following each site assessment. Provide site design services for hard armor removal and/or soft shore installation for approved properties.	\$42,000	September 30, 2016
3 Emergency Shoreline Permitting Response Plan	Emergency Shoreline Permitting Response Plan: Draft and final.	\$9,000	September 15, 2016

<b>CONTRACT TOTAL:</b>	<b>Not to exceed</b>	<b>\$55,000</b>
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NOTE: The work within Task 2 may vary depending on the number and complexity of site visits and site designs completed. The CONTRACTOR, in coordination with the COUNTY, shall ensure the largest number of site visits and site designs are completed while maintaining appropriate quality control within the existing budget. The CONTRACTOR shall not proceed with any site design work until written advanced approval for the site and general approach is received from the COUNTY. Due to unknown variables as to sites and conditions, costs per site visit and site design are estimated as follows:

- Per site visit: \$750 – \$1000 (24 – 33 site visits)
- Per site design: \$4,000 - \$9,000 (1 – 2 site designs)

**Coastal Geologic Services Inc. - Hourly Rates Determination  
2016**

Position (Employee)	Direct Hourly Rate	Fringe 96.80%	Overhead 95.20%	Total Billing Rate
Principal Geologist (JWI)	\$54.11	\$52.38	\$51.51	\$158.00
Coastal Geomorphologist (AJM)	\$41.78	\$40.44	\$39.77	\$122.00
Coastal Engineer (ACB)	\$40.07	\$38.79	\$38.15	\$117.00
Env. Sci./ GIS Specialist (JFW)	\$34.59	\$33.48	\$32.93	\$101.00
GIS Analyst (BSR)	\$30.14	\$29.17	\$28.69	\$88.00
CADD/Permit Coordinator (ADT)	\$30.48	\$29.50	\$29.02	\$89.00
Office Mgr/Associate Geologist (RIC)	\$25.34	\$24.53	\$24.12	\$74.00

**CGS 2016 Cost Schedule**

Advanced Total Sta (survey) Package	\$175/day
Differential Trimble GPS	\$100/day
Boat Use (36 ft)	\$300/day
Small Outboard Motorboat	\$180/day
Inshore Boat	\$70/day
Sediment Grain Size analysis	\$110/sample
Mirror Stereoscope	\$20/day
Per Diem	\$150/day
Mileage	Federal rate
Other Direct Expenses (sub-consultants, other)	Cost + 10%



## GRANT AGREEMENT

**TITLE:** Incentives to Reduce Armor in Island County  
**GRANTEE:** Island County  
**TYPE:** Payable / Grant / Other

**WDFW NUMBER:** 14-02085  
**CONTRACT PERIOD:** 10/31/2014 to 09/30/2016  
**CONTRACT VALUE:** \$290,399.00

**A. PARTIES TO THIS CONTRACT**

This contract is entered into between the Washington State Department of Fish and Wildlife (WDFW), 600 Capitol Way North, Olympia, WA 98501-1091; and Island County (GRANTEE), NE 6th & Main St, Coupeville, WA 98239-5000; and shall be binding upon the agents and all persons acting by or through the parties.

**B. PURPOSE OF CONTRACT**

The purpose of this contract is to provide a grant award to the GRANTEE for the project specified herein.

**C. DESCRIPTION OF PROJECT**

The GRANTEE shall perform the project as described in Attachments, which are incorporated herein by this reference:

- Attachment "A" General Terms and Conditions
- Attachment "B" Contract/Project Summary
- Attachment "C" Federal Provisions
- Attachment "D" Statement of Work
- Attachment "E" FFATA Data Collection Form

The GRANTEE is a subrecipient of federal funds as identified under "Federal Funding Information" in Attachment "B."

**D. PERIOD OF PERFORMANCE**

The performance period under this contract shall commence on 10/31/2014 and terminate on 09/30/2016. No expenditures made before or after this period are eligible for reimbursement unless incorporated by written amendment into this contract. The contract may be terminated or the performance period extended pursuant to terms set forth in Attachment "A."

**E. COMPENSATION / PAYMENT**

The total dollars provided by WDFW for this contract shall not exceed \$290,399.00. The GRANTEE shall be responsible for all project costs exceeding this amount. Only eligible reimbursement activities that are in direct support of the project deliverables identified in this contract will be reimbursed. Any additional services provided by the GRANTEE must have prior written approval of WDFW.

Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the Project Manager by the GRANTEE not more often than monthly. The invoices shall describe the document to WDFW's satisfaction, a description of work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to.

The GRANTEE will report purchases made from certified Minority and Women-Owned Business Enterprises (MWBE) firms on each invoice for the invoice period using the following format:

Value of Purchase	Date of Purchase	Type of Product	Name/Address/Phone number of MWBE firm	Type of Certification (Minority, Women or Both)

State agencies may use the OMWBE Participation report available through DES Enterprise Reporting to identify any MWBE vendors reimbursed under the account code(s) for their respective contracts. Other entities may consult the OMWBE directory available online at <http://www.omwbe.wa.gov/directory-of-certified-firms/> to identify certified MWBE firms.

Payment shall be considered timely if made by WDFW within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the GRANTEE. WDFW may, in its sole discretion, terminate the contract or withhold payments claimed by the GRANTEE for the services rendered if the GRANTEE fails to satisfactorily comply with any term or conditions of this contract.

**F. RIGHTS AND OBLIGATIONS**

All rights and obligations of the parties of this contract are subject to this contract, including the Attachments, which are incorporated herein by this reference. By signing this contract the GRANTEE acknowledges that they have read, fully understand, and agree to be bound by all terms and conditions set forth in this contract.

**G. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND WDFW POLICIES**

The GRANTEE shall comply with, all applicable state, federal, and local laws and regulations, including published WDFW policies, while performing under this contract.

**H. ORDER OF PRECEDENCE**

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations.
- Special Terms and Conditions (including Attachment "D" – Statement of Work) as contained in this basic contract instrument.
- Attachment "A" - General Terms and Conditions.
- Any other provision, term or material incorporated herein by reference or otherwise incorporated.

**I. CONTRACT REPRESENTATIVES**

The below named representatives for each of the parties shall be the contact people for all communications and billings regarding the performance of this contract. All written communications regarding this contract shall be sent to the designated representatives at the addresses below unless notified in writing of any change.

**GRANTEE's Representative**

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

**WDFW's Representative**

Patricia Jatczak  
 Washington Department of Fish and Wildlife, 600 Capitol Way North  
 Olympia, WA, 98501-1091  
 (360)902-2597  
 Patricia.Jatczak@dfw.wa.gov

**J. ENTIRE CONTRACT**

This contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this contract shall exist or bind any of the parties.

K. APPROVAL

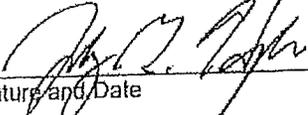
This contract shall be subject to the written approval of WDFW'S authorized representative and shall not be binding until so approved. This contract may be altered, amended, or waived only by a written amendment executed by both parties.

IN WITNESS WHERE, WDFW and the GRANTEE have signed this contract.

ISLAND COUNTY  
Board of County Commissioners  
Island County, Washington

WASHINGTON DEPARTMENT OF FISH AND  
WILDLIFE

 12-22-14  
\_\_\_\_\_  
Signature and Date

 1/9/15  
\_\_\_\_\_  
Signature and Date  
Jeffrey R. Huggahl  
Contracts and Purchasing Manager

Jill Johnson, Chair  
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

Attachment A -  
GENERAL TERMS AND CONDITIONS  
Grant Agreement  
Federal Funds

**DEFINITIONS**

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

- A. "AGENCY" shall mean the **Department of Fish and Wildlife** 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" shall mean the AGENCY Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CFR" shall mean the Code of Federal Regulations. All references in the contract to CFR chapters or sections shall include any successor, amended or replacement regulations.
- D. "GRANTEE" shall mean any organization or individual that is performing service(s) under this contract, and shall include all employees of the GRANTEE.
- E. "RCW" shall mean the Revised Code of Washington. All references in the contract to RCW chapters or sections shall include any successor, amended or replacement statutes.
- F. "Subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this contract under a separate contract with the GRANTEE. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.
- G. "USC" shall mean United States Code. All references in the contract to USC chapters or sections shall include any successor, amended or replacement statutes.

**ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the GRANTEE'S reports, including computer models and methodology for those models.

**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.

**AMENDMENTS**

This contract 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.

**AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

Both parties shall 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.

**ASSIGNMENT**

The work to be provided under this contract, and any claim arising thereunder, 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.

#### **ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

#### **BUY AMERICAN ACT**

The GRANTEE shall comply with 41 USC 10a-10c (the "Buy American Act") by purchasing only American-made equipment and products with contract funds except articles, materials, and supplies — a) for use outside the United States; b) for which the cost would be unreasonable, as determined in accordance with federal regulations; c) for which the AGENCY determines that domestic preference would be inconsistent with the public interest; or d) that are not mined, produced, or manufactured in the United States in sufficient and reasonable available commercial quantities, of a satisfactory quality.

#### **CENTRAL CONTRACTOR REGISTRATION AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS)**

Unless exempt under 2 CFR 25.110, the GRANTEE shall comply with 2 CFR 25 and be registered in the federal Central Contractor Registration (CCR) system; maintain an active CCR registration with current information at all times during the period of performance for this contract; and provide its DUNS number to the AGENCY.

#### **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The GRANTEE 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.

#### **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract. In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

#### **COST PRINCIPLES AND AUDIT REQUIREMENTS**

The GRANTEE agrees to comply with the costs principles of the below listed federal regulations as appropriate for this contract:

OMB Circular A-87 (State, Local and Indian Tribal Governments)

OMB Circular A-21 (Educational Institutions)

OMB Circular A-122 (Nonprofit Organizations)

The GRANTEE agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of Contract funds) are not satisfactorily and promptly addressed.

#### **COPYRIGHT PROVISIONS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

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.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, the GRANTEE hereby grants to 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. The GRANTEE warrants and represents that the GRANTEE 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 GRANTEE shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the GRANTEE.

#### **COVENANT AGAINST CONTINGENT FEES**

The GRANTEE warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the GRANTEE for securing business.

The AGENCY shall have the right, in the event of breach of this clause by the GRANTEE, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

#### **DAVIS-BACON AND RELATED ACTS**

If any work performed by the GRANTEE or Subcontractor employees is subject to the Davis-Bacon Act and Davis-Bacon prevailing wage provisions contained in applicable federal laws, the GRANTEE shall ensure that they and their Subcontractor(s) a) pay at least once per week wages to GRANTEE and/or Subcontractor laborers and mechanics at a rate not less than the minimum wages specified in wage determinations made by the U.S. Department of Labor; and b) provide to the AGENCY each week U.S. Department of Labor Form WH-347 "Payroll (For Contractors Optional Use)" stating the wages paid to GRANTEE and /or Subcontractor laborers and mechanics engaged in work funded by this contract.

#### **DISALLOWED COSTS**

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

#### **DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:

- Be in writing;
- State the disputed issue(s);
- State the relative positions of the parties;
- State the GRANTEE'S name, address, and contract number; and
- Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.

2. The respondent shall send a written answer to the requester's statement to both the AGENT and the requester within 5 calendar days.
  3. The AGENT shall review the written statements and reply in writing to both parties within 10 calendar days. The AGENT may extend this period if necessary by notifying the parties.
  4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.
- Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

#### **DRUG-FREE WORKPLACE**

The GRANTEE shall comply with the Drug-Free Workplace Act of 1988, 41 USC 701-707, as amended. Compliance with the Drug-Free Workplace Act includes publishing a drug-free workplace statement and establishing a drug-free awareness program for GRANTEE employees; and taking actions concerning GRANTEE employees who are convicted of violating drug statutes in the workplace. The GRANTEE shall provide written notice of a conviction of a GRANTEE employee of a drug violation in the workplace to the AGENCY within seven (7) calendar days after the GRANTEE learns of the conviction.

#### **DUPLICATE PAYMENT**

The AGENCY shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

#### **ENTIRE AGREEMENT**

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

#### **EQUIPMENT MANAGEMENT**

For the purposes of this contract, "Inventoriable Equipment" shall mean a tangible asset which has a service life of more than one year and with a unit cost of \$5,000 or greater; and tangible assets with a unit cost of more than \$300 that the AGENCY considers "small and attractive," such as engines, chain saws, communications equipment, global position systems, optical devices, cameras, microcomputer and related systems, smart phones and tablets, video equipment; and firearms, boats and motorized vehicles of any value.

If the GRANTEE uses contract funds to purchase Inventoriable Equipment, title to that Inventoriable Equipment shall be held by the AGENCY unless otherwise specified in this contract. The AGENCY's Inventoriable Equipment provided to the GRANTEE shall be used only for the performance of this contract. Title to the AGENCY's Inventoriable Equipment shall remain with the AGENCY.

The GRANTEE shall take reasonable steps to account for and protect Inventoriable Equipment from loss or damage; report to the AGENCY any loss or damage of such property; and take reasonable steps to protect such property from further damage. The GRANTEE shall surrender to the AGENCY all Inventoriable Equipment either provided by the AGENCY or purchased with contract funds upon the completion or termination of this contract.

#### **FEDERAL DEBARMENT AND SUSPENSION**

The GRANTEE certifies, that neither it nor its "principals" (as defined in 49 CFR 29.105) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the GRANTEE agrees not to enter into any arrangements or other contracts with any party that is on the "List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at <https://www.sam.gov>.

#### **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

This contract is subject to the requirements of the Federal Funding Accountability and Transparency Act (FFATA) as stated in 2 CFR 170. The GRANTEE agrees to comply with applicable requirements to assist the AGENCY in reporting first-tier subawards of \$25,000 or more and, in certain circumstances, in reporting the names and total compensation of the five most highly compensated executives of first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS).

#### **FINAL INVOICE**

The GRANTEE shall submit the final invoice not later than 60 calendar days from the end of the contract period.

#### **GOVERNANCE**

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this contract shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the contract, including materials incorporated by reference.

#### **GOVERNING LAW**

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

#### **INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

The GRANTEE'S obligation to indemnify, defend, and hold harmless includes any claim by the GRANTEE'S agents, employees, representatives, or any Subcontractor or its employees.

The GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the GRANTEE'S or any Subcontractor's performance or failure to perform the contract. The GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

#### **INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this contract. The GRANTEE and his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The GRANTEE will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the GRANTEE.

#### **INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to

provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, the AGENCY may collect from the GRANTEE the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by the AGENCY under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

### **INSURANCE**

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the GRANTEE or Subcontractor, or agents of either, while performing under the terms of this contract.

The GRANTEE shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the GRANTEE, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
3. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. GRANTEE shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

If the GRANTEE is self-insured, evidence of its status as a self-insured entity shall be provided to the AGENCY. If requested by the AGENCY, the GRANTEE must describe its financial condition and the self-insured funding mechanism.

The GRANTEE shall submit to AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance or evidence of its status as a self-insured entity that outlines the coverage and limits defined in this section. The GRANTEE shall submit renewal certificates as appropriate during the term of the contract; the failure of the AGENCY to enforce this term in no way reduces the GRANTEE's responsibilities under this section.

### **LICENSING, ACCREDITATION AND REGISTRATION**

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

### **LIMITATION OF AUTHORITY**

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

### **MATCHING FUNDS**

The GRANTEE shall be responsible for providing matching funds as indicated in the contract (if any). If the GRANTEE is responsible for matching funds they shall state the amount of match used during the billing

period and the cumulative amount of match used to date on every invoice submitted for payment to the AGENCY.

The GRANTEE shall comply with the uniform administrative rules on matching or cost sharing for Federal grants and cooperative agreements and subawards as appropriate for this contract:

Federal Grantor Agency: Matching or Cost Sharing Standards

Department of Agriculture: 7 CFR Section 3016.24

Department of Commerce: 15 CFR Section 24.24

Department of Defense: 32 CFR Section 33.24

Department of the Interior: 43 CFR Section 12.64

Environmental Protection Agency: 40 CFR Section 31.24

#### **MINORITY, WOMEN AND VETERAN-OWNED BUSINESSES**

The AGENCY encourages participation by minority and women-owned business enterprises certified by the Office of Minority and Women's Business Enterprises (OMWBE); and veteran-owned businesses certified by the Department of Veteran's Affairs (DVA). If any part of this contract is subcontracted to an OMWBE or DVA-certified firm the GRANTEE shall submit a statement of participation indicating what OMWBE or DVA certified firm was used and the dollar amount of their subcontracts.

#### **NONDISCRIMINATION**

During the performance of this contract, both parties shall comply with all federal and state nondiscrimination laws, regulations and policies. In the event of the GRANTEE'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the GRANTEE may be declared ineligible for further contracts with the AGENCY. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

#### **PREVAILING WAGE**

If any work performed by the GRANTEE or its Subcontractors is subject to Chapter 39.12 of the Revised Code of Washington, the GRANTEE shall ensure that the GRANTEE and its Subcontractors pay the prevailing rate of wages to all GRANTEE and/or Subcontractor workers, laborers or mechanics in the performance of any part of the work described in the contract in accordance with state law and Department of Labor and Industries rules and regulations.

#### **PRIVACY**

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. The GRANTEE shall ensure its directors, officers, employees, Subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. The GRANTEE 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 GRANTEE agrees to indemnify and hold harmless the AGENCY for any damages related to the GRANTEE'S unauthorized use of personal information.

#### **RECORDS MAINTENANCE**

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this contract will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. 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.

#### **RESTRICTIONS ON LOBBYING**

The GRANTEE certifies that under the requirements of Lobbying Disclosure Act, 2 USC, Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the GRANTEE, 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.

#### **RIGHT OF INSPECTION**

The GRANTEE shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

#### **SAVINGS**

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" clause, without the thirty-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

#### **SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

#### **SITE SECURITY**

While on AGENCY premises, the GRANTEE, its agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

#### **STATEWIDE VENDOR PAYMENT REGISTRATION**

The GRANTEE is required to be registered in the Statewide Vendor Payment System prior to submitting a request for payment under this contract. The Washington State Department of Enterprise Services (DES) maintains the Statewide Vendor Payment System; to obtain registration materials contact the Statewide Payee Desk at (360) 407-8180; or go to:  
<http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.

#### **SUBCONTRACTING**

Neither the GRANTEE nor any Subcontractor(s) 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 GRANTEE to the AGENCY for any breach in the performance of the GRANTEE'S duties. This clause does not include contracts of employment between the GRANTEE and personnel assigned to work under this contract.

Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this contract are carried forward to any subcontracts. The GRANTEE 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 provided by law.

## TERMINATION

Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

## TERMINATION FOR CAUSE

In the event the AGENCY determines the GRANTEE has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended. The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

## TERMINATION PROCEDURES

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the GRANTEE to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AGENCY shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the GRANTEE and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the GRANTEE such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability.

The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the GRANTEE shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the GRANTEE under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and

7. Take such action as may be necessary, or as the AGENT may direct, for the protection and preservation of the property related to this contract, which is in the possession of the GRANTEE and in which the AGENCY has or may acquire an interest.

**TRAFFICKING VICTIMS PROTECTION ACT**

As described in 2 CFR Part 175 the AGENCY may terminate this contract, without penalty, if the GRANTEE is found to be in violation of the Trafficking Victims Protection Act of 2000

**UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS**

The GRANTEE shall comply with the uniform administrative rules for Federal grants and cooperative agreements and subawards as appropriate for this contract:

Federal Grantor Agency/State/Local Govt. Higher Ed, Non-Profit and Commercial Organizations

Department of Agriculture 7 CFR Part 301 67 CFR Part 3019  
Department of Commerce 15 CFR Part 24 15 CFR Part 14  
Department of Defense 32 CFR Part 33 32 CFR Part 32  
Department of the Interior 43 CFR Part 12 (C) 43 CFR Part 12 (F)  
Environmental Protection Agency 40 CFR Part 31 40 CFR Part 30

**WAIVER**

A failure by either party to exercise its rights under this contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this contract unless stated to be such in a writing signed by an authorized representative of the party and attached to the original contract.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 1/28/2014

Attachment B -  
CONTRACT/PROJECT SUMMARY

TITLE: Incentives to Reduce Armor in Island County		WDFW CONTRACT NUMBER: 14-02085	
PERIOD: 10/31/2014 to 09/30/2016		WDFW MANAGER: Patricia Jatczak (360)902-2597	
GRANTEE: Island County			
GRANTEE CONTACT: Lori Clark (360) 679-7352			
CONTRACT TYPE: Payable / Grant / Other			
SUMMARY CONTRACT DESCRIPTION:			
This grant is for Island County DNR to implement the social marketing strategy to reduce shoreline armor.			
Master Index Number(s): 33503			
CFDA Number	Award Year	Award Number	Research & Development?
66.123 Puget Sound Action Agenda: Technical Investigations and Implementation Assistance/Environmental Protection Agency	2013	PC-00J29801	No

Attachment C --

FEDERAL PROVISIONS

The GRANTEE shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

*Administrative Conditions*

1. CIVIL RIGHTS OBLIGATIONS

a) GENERAL

This term and condition incorporates by reference the signed assurance provided by the grantee's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Grantees Requesting EPA Financial Assistance"; and 2) Standard Form 4248 or Standard Form 424D, as applicable. These assurances and this term and condition obligate the grantee to comply fully with applicable civil rights statutes and implementing EPA regulations.

b) TITLE VI--LEP, Public Participation and Affirmative Compliance Obligation

- As a grantee 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 grantee agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Grantees Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at <http://frwebgale.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004register&docid=fr25in04-79.pdf>
- If the GRANTEE is administering permitting programs under this agreement, the GRANTEE agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Grantees Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>.
- In accepting this assistance agreement, the grantee 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 GRANTEE must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

2. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)**

Where applicable, all contracts awarded by grantees in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be

required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**3. Copeland "Anti-Kickback" Act**

All contracts and subgrants in excess of \$2000 for construction or repair awarded by grantees and subgrantees shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The GRANTEE shall report all suspected or reported violations to the Federal awarding agency.

**4. Disadvantaged Business enterprise Requirements, General Compliance**

GRANTEE agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

**5. Federal Employees**

No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.

**6. FY12 APPR ACT: Unpaid Federal Tax liabilities and Federal Felony Convictions**

This award is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the GRANTEE acknowledges that it (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under and Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to such action is not necessary to protect the Government's interests. If the GRANTEE fails to comply with these provisions, EPA will annul this agreement and may recover any funds the GRANTEE has expended in violation of sections 433 and 434.

**7. Fly America Act**

The Contractor agrees to comply with 49 USC 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that grantees and subgrantees of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

8. **Hotel-Motel Fire Safety Act**  
Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, GRANTEE 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). Grantee 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.
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 assistance agreement. 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. **Recovered Materials**  
The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

11. **Recycled Paper**

***Institutions of Higher Education Hospitals and Non-Profit Organizations***

In accordance with 40 CFR 30.16, GRANTEE agrees to use recycled paper and double-sided printing for all reports which are prepared as a 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.

***State Agencies and Political Subdivisions***

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.

***State and Local Institutions of Higher Education and Non-Profit Organizations***  
In accordance with 40 CFR 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

***State Tribal and Local Government Grantees***

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), GRANTEE agrees to use recycled paper and double sided printing for all reports which are prepared a 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.

**12. Reimbursement Limitation**

If GRANTEE expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government is not legally obligated to reimburse Grantee for costs incurred in excess of the approved budget.

**13. Rights to Inventions Made Under a Contract or Agreement**

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the grantee in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**14. Sub-Awards**

If GRANTEE makes sub-awards under this Agreement, GRANTEE is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. GRANTEE agrees to:

1. Establish all sub-award agreements in writing;
2. Maintain primary responsibility for ensuring successful completion of the approved project (GRANTEE CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE).
3. 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.
4. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
5. 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;
6. Obtain DFW'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
7. Obtain approval from DFW 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.

*Programmatic Conditions:*

**1. Recognition of EPA Funding**

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

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT PC 00J29801 TO WASHINGTON DEPARTMENT OF FISH AND WILDLIFE. 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."

**2. Copyrighted Material**

EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

DFW acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

**3. 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 DFW Program Manager prior to releasing any final reports or products resulting from the funded study.

**4. Environmental Data and Information Technology**

GRANTEES are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DFW grant manager and grantee. More information about STORET can be found at <http://www.epa.gov/STORET>.

**8. Program Income**

If program income is generated, the sub-grantee is required to account for program income related to this project. Program income earned during the project period shall be retained by the grantee and shall be added to funds committed to the project, and shall be used to further eligible project objectives.

**9. Electronic and Information Technology Accessibility**

Subgrantees are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, grantee personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. At this time a subgrantee's websites, interactive tools, and other EIT as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly, we encourage grantees to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities.

#### 10. Riparian Buffers

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

Attachment D –  
STATEMENT OF WORK

**PURPOSE**

The goal of this project is to promote alternative strategies for shoreline residential properties that provide both the use and enjoyment of the property while promoting and maintaining the ecological properties of coastal ecosystems. This project will influence shoreline residents to adopt a "shore friendly protection" approach, and build understanding and develop consistent messaging about Shore Friendly practices among County staff, realtors, consultants, and environmental educators.

Providing cost incentives for choosing Shore Friendly alternatives to armoring along with efficient, consistent and streamlined permit review for Shore Friendly permitting will ensure a better experience for shoreline homeowners, thereby removing significant barriers to adopting the preferred behavior of adopting shore friendly protection methods. Engaging influencer audiences will also ensure that they are adequately trained to use consistent messaging and have a shared understanding that supports behavior change.

The primary target audience of this project is shoreline landowners who currently have no armoring, and a secondary audience is landowners considering armoring repair or replacement. Also, by creating a new social norm, the project will influence all Island County residents.

**TASKS & DELIVERABLES**

**Task 1: *Project Plan and Performance Evaluation.*** Complete a detailed project plan. Develop a Performance Evaluation Plan to track the social marketing program's progress and make necessary adjustments along the life of the grant. Randomly survey shoreline residents pre- and post-social marketing campaign to gauge the effectiveness of outreach efforts. Monitor shoreline armoring trends with GIS.

Number	Deliverable	Cost	Completion date
1.1	Detailed project plan describing the major project components	\$724	December 31, 2014
1.2 a	Performance evaluation plan	\$10,318 total for 1.2	March 1, 2015
1.2 b	Report on results of pre-social marketing campaign surveys		June 2015
1.2 c	Report on results of post-social marketing campaign surveys		August 31, 2108

**Task 2: *Progress and Final Reports.*** Complete bi-annual FEATS progress reports, as well as a draft final FEATS report and final project narrative report. FEATS reports will describe, at minimum:

- A description of the work completed in the reporting period, including costs to-date and costs reimbursed
- The status and completion date for the project activities
- Description of any problems or circumstances affecting the completion date, scope of work, or costs
- Project highlights

The final FEATS report, reflecting the final project billing, will be provided during project close out.

The final project report will describe the entire project, including information such as work completed, results of performance evaluation, overall project outcomes, and lessons learned.

Number	Deliverable	Cost	Completion date
2.1 a	FEATS Reports	\$13,541 total for Task 2	April 15, 2015
2.1 b			October 15, 2015
2.1 c			April 15, 2016
2.2	Draft final FEATS report and final project narrative report		August 31, 2016
2.3	Final project report describing whole project and lessons learned		August 31, 2016

**Task 3: Project Management.** Responsibilities include, but are not limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

Number	Deliverable	Cost	Completion date
3.1 a	Quarterly project management reports	\$7,539	April 15, 2015
3.1 b			July 15, 2015
3.1 c			October 15, 2015
3.1 d			January 15, 2015
3.1 e			April 15, 2016
3.1 f			August 31, 2016

**Task 4: Permitting Incentive for Soft Shore Alternatives.** Work with Island County Community Planning and Development staff to identify barriers to shoreline permitting process efficiencies and develop a streamlined permitting process to incentivize soft shore alternatives. This will include up to 4 planning and development meetings/trainings, and softshore permit fee subsidies for up to 40 shoreline landowners. Additionally, professional engineer services will be provided for permitting assistance to landowners, and to permit staff to review and approve shoreline armoring permits needing verification.

Number	Deliverable	Cost	Completion date
4.1 a	Quarterly reports on development of streamlined permitting process, permit fee subsidies provided to landowners, and engineering services provided to landowners and county permitting staff	\$141,503	April 15, 2015
4.1 b			July 15, 2015
4.1 c			October 15, 2015
4.1 d			January 15, 2015
4.1 e			April 15, 2016
4.1 f			August 31, 2015

**Task 5: Influencer Audience Training.** Facilitate a total of 8 trainings for:

- Realtors who serve Island County,
- Contractors who construct armoring in Island County, and
- Island County permitting staff on soft-shore protection and Shore Friendly tools and resources.

Trainings for realtors will provide information on shoreline ecosystems and available landowner incentives. Island County will also partner with realtors to develop messaging, as well as information packets for new shoreline landowners.

Trainings for contractors will include participation of a professional engineer and will focus on softer alternatives to hard armoring. Certificates will be offered to contractors who participate in Shore Friendly training. Island County will also list contractors who have earned certificates on their website.

Coordinate with Northwest Straits Foundation to include Island County tools, permitting incentive information and resources in their Shore Friendly workshops.

Partner with Washington State University Shore Stewards to incorporate Shore Friendly messaging into the existing Shore Stewards program outreach materials.

Number	Deliverable	Cost	Completion date
5.1 a	Quarterly reports on influencer audience trainings, including rosters of participants, copies of agendas and/or presentations, and summaries of information provided at the trainings.	\$57,187	April 15, 2015
5.1 b			July 15, 2015
5.1 c			October 15, 2015
5.1 d			January 15, 2015
5.1 e			April 15, 2016
5.1 f			August 31, 2016

**Task 6: Implement Shore Friendly Social Marketing Campaign.** Develop and implement a social marketing program for Island County. Develop and distribute outreach materials, including Shore Friendly information packets, and partner with realtors to distribute them to new shoreline property owners. Provide Shore Friendly information, including about available incentives, to Shore Stewards program for distribution. Conduct other outreach activities to share Shore Friendly messages, such as engaging media and developing website content.

Number	Deliverable	Cost	Completion date
6.1 a	Quarterly reports on implementation of Shore Friendly social marketing campaign	\$59,587	April 15, 2015
6.1 b			July 15, 2015
6.1 c			October 15, 2015
6.1 d			January 15, 2015
6.1 e			April 15, 2016
6.1 f			August 31, 2016

**CONTRACT TOTAL: \$290,399**

## Data Sharing:

### Effective Date and Termination

This shall be effective from the date the last signature is affixed to this Agreement and shall apply to any Data provided to the Grantee by WDFW, and all Data so disclosed shall be subject to the terms of this Agreement for a period of six (6) years from the date of disclosure.

### Description of Data

The data that will be shared (Data) is the **Puget Sound Shoreline Parcel GIS Geodatabase**, which is an integrated database of residential shoreline properties at the parcel level. It includes information on ownership, value, shoreline characteristics such as information on geomorphology and fish spawning habitat, as well as the presence of armor on the shoreline. Data was developed using a dataset from the University of Washington, with additional work conducted by a contractor for WDFW.

WDFW neither updates nor maintains this Data. WDFW cannot provide assurances as to the accuracy of the Data.

Use of this information for commercial purposes is strictly prohibited.

### Data Confidentiality

The GRANTEE acknowledges the confidential nature of the information and agrees that their staff with access shall comply with all laws, regulations, and policies that apply to protection of the confidentiality of the Data. If the Data provided under this Agreement is needed by a subcontractor, the subcontractor must separately enter into a Data Sharing Agreement with WDFW. The Data provided by WDFW cannot be re-disclosed or duplicated unless specifically authorized in this Agreement or required by law.

### Data Classification

WDFW has determined that the Data being provided under this Agreement is classified as:

**Category 2 - Sensitive:** Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

### Access Methods

WDFW shall provide the Data to the GRANTEE on a digital optical disk (DVD).

### Authorized Users and Operations Permitted

The GRANTEE will use the Data for the sole purpose of conducting the work described in this grant agreement.

### Protection of Data

WDFW will express mail the Data to the Grantee's place of business. The GRANTEE shall limit access to the Data to the least number of staff needed to complete the purpose of this Agreement. The GRANTEE agrees to store data on one or more of the following media and protect the data as described:

- a) Workstation Hard disk drives. Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
- b) Network server disks. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of

access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

- c) Optical discs (e.g. CDs, DVDs, Blu-Rays) in local workstation optical disc drives. Data provided by WDFW on optical discs which will be used in local workstation optical disc drives. When not in use for the Agreement purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container.

Storage and Disposal of Data no longer required

Data provided by WDFW will be returned to WDFW or destroyed when the work for which the Data was required has been completed and met its statutory retention period. If the Data has been stored on server or workstation data hard drives or similar media, the GRANTEE shall remove the Data completely from such drives.

BUDGET/GSA  
WORK SESSION AGENDA

June 15, 2016

- (1)    Subject:                Financial review of 2% Hotel Motel funds  
      Attachment:            TBD  
      Action Requested:      Discussion