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ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE
JULY

REGULAR WORK SESSION
1st WEDNESDAY, JULY 6, 2016

9:00 a.m.	Public Works
9:45 a.m.	Human Resources
10:15 a.m.	Health Department/Department of Natural Resources
11:00 a.m.	Commissioners Office

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

Work sessions are public meetings which provide an opportunity in an informal workshop format for the Board to review in detail ongoing issues with individual departments and elected officials. This time also is used for the Board to meet with other agencies, committees and groups to discuss specific topics of mutual interest. Items are typically first reviewed at Work Session before being scheduled on the agenda for the Board's regular business meetings held on Tuesdays.

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

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

BOCC:pd

cc: Elected Officials
Appointed Department Heads
Press

ISLAND COUNTY PUBLIC WORKS
COMMISSIONERS AGENDA
~ WORK SESSION ~
Commissioners' Hearing Room
July 6, 2016 @ 9:00 a.m.

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

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

Staff: Pam Dill

Public Works Staff Present:

Others Present:

I. Surface Water

A. **Subject/Description:** **Donald Avenue Drainage Improvement**
Attachment: Memorandum; Resolution
Action requested: Discussion
Follow up: To be determined

B. **Subject/Description:** **Surf Paradise Outfall-Request to Advertise for Bids**
Attachment: Memorandum;
Action requested: Discussion and Board Approval
Follow up: To be determined

C. **Subject/Description:** **Bradley Lane Drainage Project**
Attachment: Memorandum; Drainage Easement; Real Property Voucher
Action requested: Discussion and Board Approval
Follow up: To be determined

II. Public Works

A. **Subject/Description:** **Title VI Non-Discrimination Agreement-Populations Under 100,000**
Attachment: Memorandum; Agreement
Action requested: Discussion and Board Approval
Follow up: To be determined

I. Surface Water
A. Donald Avenue Drainage Improvement

ISLAND COUNTY PUBLIC WORKS
SURFACE WATER DIVISION

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

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

MEMORANDUM

June 15, 2016

TO: Board of Island County Commissioners

FROM: Matthew Lander,
Surface Water Engineer
Island County Public Works

RE: Donald Ave. Drainage Improvement between Allyson and Mark St,
JL 00601-0601
Discussion of County Drainage Project (CDP)
Staff Session of Jun 2016

Island County Public Works, Surface Water Division (SWM), is requesting approval for the installation of a new culvert on Donald Ave, in the plat of Rolling Hills - 2. The existing stormwater conveyance system restricts the flow of stormwater under Donald Ave and is causing flooding upstream (east) of the road. Stormwater currently passing through the County Right of Way of Donald Ave has to pass, in series, three culverts at the project location. These existing culverts are poorly sloped or incorrectly sloped. The county proposes to install a new culvert to bypass the existing culverts and alleviate flooding.

The engineer's estimate for the project is $12,050, which includes approximately $2,000 of contingencies. Funding for this project is entirely from the 321 Drainage Fund. Work is anticipated to be done by the Oak Harbor Road Shop for 2016 construction.

Maint. Dist. Oak Harbor

Resolution No. C - _____ -16
R - _____ -16

BEFORE THE BOARD OF COUNTY COMMISSIONERS of Island County, Washington.

In the matter of initiating a County Drainage Project designated as **CDP 16-06 JL 00601-0601.**

IT IS HEREBY RESOLVED THAT Donald Ave. Drainage Improvement, Road Log No. 54370, M.P. 0.05 to M.P. 0.07, located in Sec. 21, Twp. 32N, Rge 1E, will be improved as follows:
This project proposes to install a new culvert under Donald Ave to alleviate upstream flooding. Stormwater currently crosses under Donald Ave by passing three culverts, in series, which are poorly or incorrectly sloped. The new culvert will bypass the three poorly functioning culverts. The new culvert will be installed with County forces.

This project is hereby declared to be a public necessity and the County Road Engineer is hereby ordered and authorized to report and proceed thereon as by law provided. (RCW 36.75.050, 36.80.030, 36.80.070)

IT IS FURTHER RESOLVED that, based on the County Engineer's estimate, an appropriation from the officially adopted road fund budget is hereby made in the amounts and for the purposes shown and that plans & specifications for this project have been approved:

PURPOSE			AMOUNT OF APPROPRIATION	
Engineering	Preliminary	$ 700		
	Construction	$ 250		
	Sub-Total		$ 950	
Right of Way Acquisition	.....	$ 0		
	Engineering & R/W Sub-Total ..... (Not subject to 36.77.065)		$ 950	
Construction		$ 9,100		
	Project Sub-Total	.....	$ 10,050	
	Contingencies	.....	$ 2,000	
	TOTAL APPROPRIATION		.....	**$ 12,050**

Source of Funds: Roads - $ _____ Grant - $ _____ Other $ 12,050 Source 321 Fund
Funds Allocated: Planned _____ Secured X

X This project is included in the officially adopted Annual Road Program as Item No. D-09.

_____ The project is hereby made a part of the officially adopted Annual Road Program in accordance with RCW 36.81.130 as Item No. _____.

IT IS FURTHER RESOLVED that:

_____ The construction is to be accomplished by contract in accordance with RCW 36.77.020 et seq.

X The construction is to be accomplished by County forces in accordance with RCW 36.77.065 and WAC 136-18.

ADOPTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY WASHINGTON

_____
Chair

_____
Member

_____
Member

ATTEST: _____
DEBBIE THOMPSON
Clerk of the Board

I. Surface Water
B. Surf Paradise Outfall - Request to Advertise for Bids

ISLAND COUNTY PUBLIC WORKS
ROADS DIVISION

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

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

MEMORANDUM

July 6, 2016

TO: Board of Island County Commissioners

FROM: Kyle Carlson,
Surface Water Engineer
Island County Public Works

RE: Surf Paradise Outfall JL 00575-0001
Advisement of Intention to Bid via Small Works Roster

Island County Public Works is requesting approval to advertise for bids for the construction of a bluff outfall off of Surf Paradise Drive near Greenbank. Current storm water runoff is causing excessive erosion on the bluff next to adjacent properties. This project includes the construction of a 10 inch pipe system that will convey water across Surf Paradise Drive, down the bluff to the beach below.

The engineers estimate for the construction is $77,000 which includes approximately $7,000 of sales tax and contingencies. Bid advertisement will commence upon contract document approval by County Risk and Prosecuting Attorney's Departments. Construction is anticipated to begin mid to late September and last 15 days. Funding for this project is entirely from the Capital Drainage Fund.

Respectfully,
Kyle Carlson
Surface Water Engineer

I. Surface Water
C. Bradley Lane Drainage Project

ISLAND COUNTY PUBLIC WORKS
ROADS DIVISION

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

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

MEMORANDUM

June 24, 2016

TO: Board of County Commissioners

FROM: Phil Cohen, Surface Water Manager

RE: Bradley Lane Drainage Project

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

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

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

✱ **DOCUMENT TITLE:** DRAINAGE EASEMENT

✱ **Reference Numbers of Documents Assigned or Released:**
[on page N/A of document(s)] # N/A

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

1. *BURNINGHAM, JAMES E.*
2. *BURNINGHAM, CAROLYN B.*
3.

✱ **GRANTEE / Assignee / Beneficiary:** (*Last Name, First Name Initials*):
☐ OTHER

1. *ISLAND COUNTY*
2.

ADDITIONAL NAMES ON PAGE _____ OF DOCUMENT.

✱ **LEGAL DESCRIPTION:**
[abbreviated: i.e. Lot, Block, Plat or Section, Township, Range]

LOT 14 BLOCK _____ PLAT Bradshaws Addition

X ADDITIONAL LEGAL IS ON PAGE 8 OF DOCUMENT.

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

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

DRAINAGE EASEMENT

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

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

SEE MAP - Page 9 of 9

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

1. **PURPOSE:** GRANTEE and its assigns shall have the right to construct, operate, maintain, repair, and replace drainage systems, over, under and upon the Easement Area together with all necessary or convenient appurtenances thereto, which may include but are not limited to the following:

   a. **Drainage Systems:** As delineated in the plans and associated with provisions for **Bradley Lane Drainage J.O.#00116-0001** and any necessary future upgrades of said system.

2. **ACCESS:** GRANTEE shall have the right of access over and across the Easement Area to enable the GRANTEE to exercise its rights hereunder.

3. **EASEMENT AREA CLEARING AND MAINTENANCE:** GRANTEE shall have the right to cut and/or remove or otherwise dispose of any and all brush, trees, existing drainage structures, and other debris. GRANTEE shall also have the right to control on a continuing basis by any prudent and reasonable means the establishment of trees, brush, or other vegetation upon the Easement Area which, in the opinion of the GRANTEE, interfere with the exercise of the GRANTEE'S rights herein or create a hazard to the GRANTEE'S facilities.

4. **GRANTOR'S USE OF THE EASEMENT AREA:** GRANTORS reserve the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, that the GRANTORS shall not construct or maintain any building or other structure on the Easement Area that will interfere with the easy access and maintenance of the GRANTEE'S facilities.

5. **ABANDONMENT:** The rights granted herein shall continue until such time as the GRANTEE ceases to use the Easement Area provided, that no abandonment shall be deemed to have occurred by reason of the GRANTEE'S failure to initially install its system on the Easement Area within any period of time from the date hereof.

6. **SUCCESSORS AND ASSIGNS:** The GRANTEE shall have the right to assign, apportion, or otherwise transfer any or all of its rights, and benefits, and privileges, and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

7. **RELATIONSHIP BETWEEN PARTIES:**

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

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

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

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

****

This DRAINAGE EASEMENT is made and entered into this ___ day of ___________, 20___.

****

GRANTOR:

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

BY:

James E. Burningham
JAMES E. BURNINGHAM

22 May 16
DATE

Carolyn B. Burningham
CAROLYN B. BURNINGHAM

5-20-16
DATE

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

* *

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

_____

By: Richard M. Hannold , Chair

Attest_____
Debbie Thompson, Clerk of the Board

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

* *

REPRESENTATIVE ACKNOWLEDGMENT

State of Washington)ss.
County of Island)

On the 26th day of May, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me James E. Burningham to me known to be the trustee, or successor trustee (s) of the James E. Burningham and Carolyn B. Burningham, trust dated January 16, 2007 described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as ~~their~~ his free and voluntary act and deed, for the uses and purposes mentioned in this instrument.

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

Notary Seal

NOTARY PUBLIC
State of Washington
BRIAN R. FAGERNES
Commission Expires MAY 27, 2016

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

Brian Fagernes
Printed Name of Notary Public

My Appointment expires: May 27, 2016

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

* *

REPRESENTATIVE ACKNOWLEDGMENT

State of Washington)ss
County of Island)

On the 26 day of May, 2016, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared before me Carolyn B. Burningham to me known to be the trustee, or successor trustee (s) of the James E. Burningham and Carolyn B. Burningham, trust dated January 16, 2007 described in and who executed the foregoing instrument, and acknowledged that She signed and sealed the same as ~~their~~ her free and voluntary act and deed, for the uses and purposes mentioned in this instrument.

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

Notary Seal

NOTARY PUBLIC
State of Washington
BRIAN R. FAGERNES
Commission Expires MAY 27, 2016

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

Brian Fagernes
Printed Name of Notary Public

My Appointment expires May 27, 2016

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

SCHEDULE "A"

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

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

Situate in Island County, Washington.

Containing 2,892 square feet.

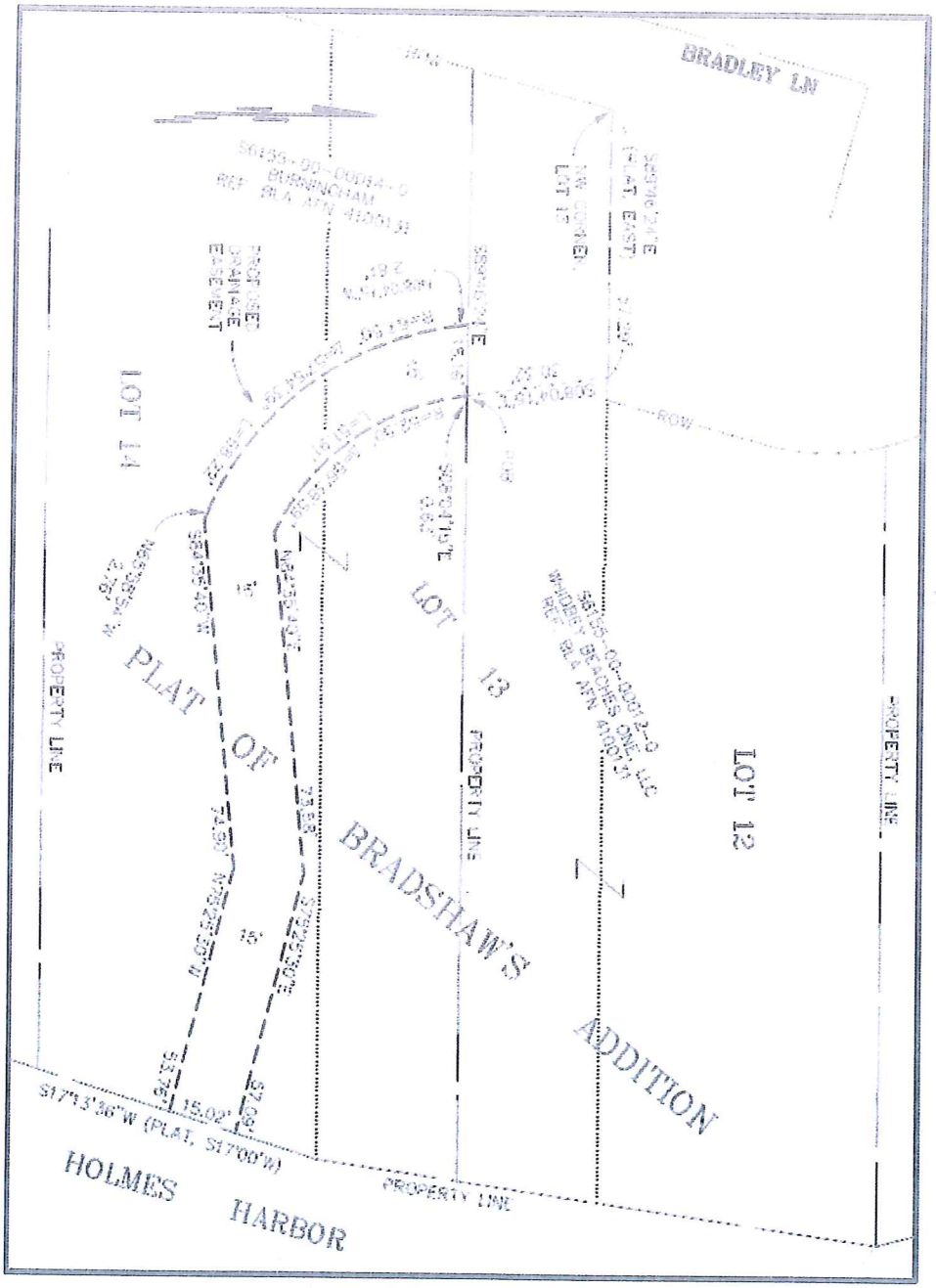
11/10/15

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

MAP OF SITE

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

NOT TO SCALE



REAL PROPERTY VOUCHER

AGENCY NAME	I hereby certify under penalty of perjury that the items and amounts listed herein are proper charges, that the same or any part thereof has not been paid, and that I am authorized to sign for the Claimant:
Island County Public Works PO BOX 5000 Coupeville, WA 98239	*(Sign in ink)* *(Date)*
GRANTOR or CLAIMANT	
James E. and Carolyn B. Burningham PO Box 399 Freeland, WA 98249	S.S. #

PROJECT NUMBER: 00602-0101 TITLE: Bradley Lane Drainage	F.A.	PARCEL P23118-047-3810

In Full, Complete and Final Payment and Settlement for the Title or Interest Conveyed or Released, as Fully Set Forth In: Permanent Drainage Easement Dated: 5-20-16	AMOUNT
For All Lands Conveyed:	$0.00
For All Easements Conveyed : 2,700 Sq. Ft. Drainage Easement	+ $ 25, 200.00
For All Damages:	+ $0.00
Less Special Benefits: n/a	+ $0.00
	+ $0.00
JUST COMPENSATION	$25,200.00
Legal/Administrative: n/a Admin settlement to correct easement calculation to match legal description	~~$0.00~~ 1,800.00
FINAL SETTLEMENT	$0.00
Other Items:	$0.00
SUBTOTAL	$
Dedications: n/a	$0.00
SUBTOTAL	$ 27,000.00 ~~$25,200.00~~
AMOUNT TO BE PAID:	$ 27,000.00 ~~$25,200.00~~

Brian Fagernes Brain Fagernes, Cascade Right of Way Services	Approved for Payment:
5-20-16 Date	By **Richard M. Hannold, Chair** **Board of County Commissioners** **Island County, Washington** Date

☐ Original – Public Works
☐ Property Owner
☐ File

II. Public Works
A. Title VI Non-Discrimination Agreement - Populations under 100,000

ISLAND COUNTY PUBLIC WORKS
ROADS DIVISION
P.O. BOX 5000, COUPEVILLE, WA 98239
(360) 679-7331

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

MEMORANDUM

June 13, 2016

TO: Board of Island County Commissioners

FROM: George Anne Sherry

RE: Title VI Non-Discrimination Agreement – Populations Under 100,000

This Non-Discrimination Agreement (NDA) is a requirement from WSDOT, Chapter 28.3 of the Local Agency Guidelines Manual (LAG) for those agencies who receive Federal funds for projects. Any changes to the agency's executive officer (i.e., new Chair of the Board), administrative changes in the agency's Title VI Program administrative structure and staffing or changes to the plan's complaint procedures, requires the submittal of a new NDA.

As the Chair for the Board of Island County Commissioners is new each year this will be a yearly document presented to the Chair for signature.

Nondiscrimination Agreement Population Under 100,000

Washington State Department of Transportation and Name of Recipient Policy Statement

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

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

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

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

_____

Richard M. Hannold

_____

Chair, Board of Island County Commissioners

_____

Date

Title VI Program

Organization and Staffing

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

Assurances
49 CFR Part 21.7

Island County Public Works, hereby gives assurances:

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

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

6. That the Recipient shall insert the clauses of Appendix 1 of this Agreement in every contract subject to the Act and the Regulations.

7. That the Recipient shall insert the clauses of Appendix 2 of this Agreement, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

8. That the Recipient shall include the appropriate clauses set forth in Appendix 3 of this Agreement, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under a federal aid program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under a federal aid program.

9. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

Implementation Procedures

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

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

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

The recipient shall:

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

3. Designate a civil rights coordinator who has a responsible position in the organization and easy access to the head of the recipient. The civil rights coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

4. The civil rights coordinator shall adequately implement the civil rights requirements.

5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin or sex, the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report of investigation, will be forwarded to WSDOT's Office of Equal Opportunity (OEO) within 10 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin, sex) of participants in and beneficiaries of the Transportation programs and activities conducted by the recipient.

7. Conduct Title VI reviews of the recipient and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Attend training programs on Title VI and related statutes conducted by WSDOT OEO.

9. Prepare a yearly report of Title VI accomplishments for the last year and goals for the next year. This report is due one year from the date of approval of the Nondiscrimination Agreement and then annually on the same date.

   a. Annual Work Plan – Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

   b. Accomplishment Report – List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews (internal or external) conducted by the Title VI Coordinator. List any major problem(s) identified and corrective action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Coordinator for review and action.

2. In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

   a. The date of alleged act of discrimination; or

   b. Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

   In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the recipient, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the recipient's investigative procedures.

4. Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as WSDOT and USDOT.

5. The recipient will advise WSDOT within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to WSDOT:

   a. Name, address, and phone number of the complainant.

   b. Name (s) and address(es) of alleged discriminating official(s).

   c. Basis of complaint (i.e., race, color, national origin, or sex)

   d. Date of alleged discriminatory act(s).

   e. Date of complaint received by the recipient.

   f. A statement of the complaint.

   g. Other agencies (state, local, or federal) where the complaint has been filed.

   h. An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.

6. Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with WSDOT or USDOT, if they are dissatisfied with the final decision rendered by the Recipient. The Title VI Coordinator will also provide WSDOT with a copy of this decision and summary of findings upon completion of the investigation.

8. Contacts for the different Title VI administrative jurisdictions are as follows:

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

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

Sanctions

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

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

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION:

_____
Signature

Title VI Coordinator, Office of Equal Opportunity
Title

_____
Date

NAME OF RECIPIENT:

_____
Richard M. Hannold

_____
Chair, Board of Island County Commissioners

_____
Date

Appendix 1

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

1. **Compliance With Regulations** – The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of United States Department of Transportation (USDOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination** – The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment** – In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. **Information and Reports** – The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the contracting agency or the appropriate federal agency to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to WSDOT or the USDOT as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance** – In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the contracting agency shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to:
   - Withholding of payments to the contractor under the contract until the contractor complies, and/or;
   - Cancellation, termination, or suspension of the contract, in whole or in part

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

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

Appendix 2

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

GRANTING CLAUSE

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

HABENDUM CLAUSE

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

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

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

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

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

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

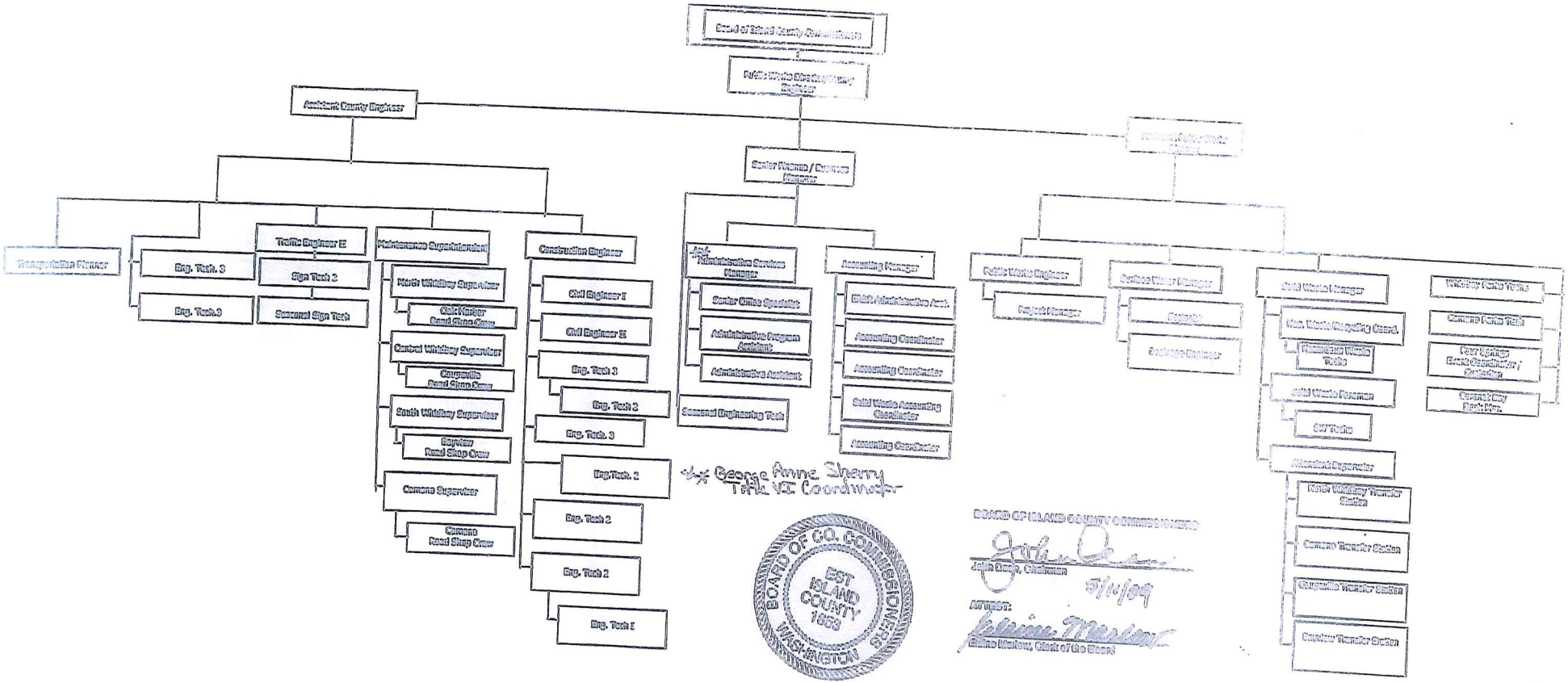
The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Washington State Department of Transportation pursuant to the provisions of Assurance 8.

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

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

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

ISLAND COUNTY PUBLIC WORKS



George Anne Sherry
Title VI Coordinator

BOARD OF CO. COMMISSIONERS
EST ISLAND COUNTY 1853
WASHINGTON

BOARD OF ISLAND COUNTY COMMISSIONERS

John Dean, Chairman

5/11/09

ATTEST:

Elaine Marlow, Clerk of the Board

cg checkdo

Non-Discrimination Agreement
Population Under 100,000
Attachment 2

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

CRP 14-06 [Island County Optical Vehicle Detection – Ault Field Road & East Camano Drive – STPR-2915(006)] – had an initial approved dollar amount of $220,000.00. This project location was on Whidbey Island (Ault Field Road/Oak Harbor) and Camano Island (East Camano Drive) all within Island County. The project was initially advertised in the legal paper of record, Whidbey News Times, as well as the Daily Journal of Commerce and the Stanwood Camano News. Copies of the plans/specifications were made available for review at the Office of the Island County Public Works Director/County Engineer. The project's legal notice was uploaded to the Island County web-site/Public Works home page. The legal notice and bidding documents were also available for viewing at info@questcdn.com. Incorporated within the plans and specifications provided were Title VI requirements. The contract was awarded with a dollar value of $195,935.00. Washington State Department of Transportation applied the criteria for DBE goals and determined that setting a DBE and a training goal was not appropriate for the project. Therefore, Island County was not required to meet a DBE goal for this project.

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

Title VI responsibilities for project(s) listed:

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

ISLAND COUNTY HUMAN RESOURCES

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

Melanie R. Bacon
Director

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

July 6, 2016 Work Session:

- ***Job Requisitions***

Public Works
- Truck Driver I, replacement, R-13 — **Job Requisition 059/16**

Sheriff
- Administrative Assistant--Accountant, replacement, NR-12 — **Job Requisition 063/16**
- Civil Records Clerk, replacement, Staff-04 — **Job Requisition 061/16**

Juvenile Detention
- Juvenile Detention Officer, .5 FTE, replacement, C-9 — **Job Requisition 060/16**

Auditor
- Intern, new — **Job Requisition 062/16**

Health
- WIC Certifier, replacement, C-6 — **Job Requisition 064/16**

- ***2016 Wellness Incentive Resolution***
- ***Onsite Lean Training***
- ***Active Shooter Training plan***

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY WASHINGTON

IN THE MATTER OF CONTINUING THE WELLNESS INCENTIVE PROGRAM FOR ISLAND COUNTY EMPLOYEES	))))	**RESOLUTION NO.**

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

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

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

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

ADOPTED this_____day of_____, 2016.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

_____
Richard M. Hannold, Chair

_____
Jill Johnson, Member

_____
Helen Price Johnson, Member

ATTEST: _____
Debbie Thompson, Clerk of the Board

Form 01/2016

RESOLUTION
ATTACHMENT A

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

ISLAND COUNTY PUBLIC HEALTH

MEMORANDUM

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

FROM: **Keith Higman**
Health Services Director

SUBJECT: **Public Health Work Session – July 6, 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:* Consolidated Contract: WA State Dept. of Health; Amendment No. 8
Jan. 1, 2015 – Dec. 31, 2017; Amendment Amount: $5,640
Attachment: Contract No. C17111-Amendment No. 8
Action Requested: Approval to move to BOCC.
Risk review is complete. Legal review is complete.

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:* Site Hazard Assessment: Department of Ecology
July 1, 2016 – June 30, 2017; Not to exceed: $16,000
Attachment: Contract No. TCPRA-2016-IsCoPH-00001
Action Requested: Approval to move to BOCC.
Risk review is complete. Legal review is complete.

Natural Resources:

1. *Subject/Description:* Coastal Geologic Services, Inc.: Iverson Preserve and Livingston Bay - Sedimentation and Groundwater Data Collection and Synthesis
June 15, 2016 – June 30, 2017; Not to exceed: $79,913
Attachment: Contract No. DNR-07-2016
Action Requested: Approval to move to BOCC following reviews.
Risk review is complete. Legal review is in progress.

2. *Subject/Description:* WA State Department of Ecology: Marine Resources Committee (MRC) Operations and Projects (2015-2016); Northwest Straits agreement
October 1, 2015 – Sept. 30, 2016; Amendment: $6,000/Contract: $79,000
Attachment: Contract No. SEAN-WS-2015-IsCoPH-00004; Amendment No. 1
Action Requested: Approval to move to BOCC following reviews.
Risk review is complete. Legal review is in progress.

3. *Subject/Description:* WDFW: Enhancing Incentive Program to Reduce Puget Sound Shoreline Armoring in Island County; May 16, 2016 – Sept. 30, 2018; Not to exceed: $99,978
Attachment: Contract No. 16-06415
Action Requested: Approval to move to BOCC following reviews.
Risk and Legal reviews are in progress.

ISLAND COUNTY HEALTH DEPARTMENT
2015 – 2017 CONSOLIDATED CONTRACT

CONTRACT NUMBER: C17111 **AMENDMENT NUMBER: 8**

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

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

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

   ☒ Adds Statements of Work for the following programs:

   - Recreational Shellfish Activities - Effective July 1, 2016

   ☒ Amends Statements of Work for the following programs:

   - Office of Drinking Water Group A Program - Effective January 1, 2015
   - WIC Nutrition Program - Effective January 1, 2015

   ☐ Deletes Statements of Work for the following programs:

2. Exhibit B-8 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-7 Allocations as follows:

   ☒ Increase of **$5,640** for a revised maximum consideration of **$1,489,986**.

   ☐ Decrease of _____ for a revised maximum consideration of _____.

   ☐ No change in the maximum consideration of _____.
   Exhibit B Allocations are attached only for informational purposes.

3. Exhibit C-8 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C-7.

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

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

This section intentionally left blank.

ISLAND COUNTY HEALTH DEPARTMENT
2015 – 2017 CONSOLIDATED CONTRACT

CONTRACT NUMBER: C17111 **AMENDMENT NUMBER: 8**

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

ISLAND COUNTY BOARD OF
COUNTY COMMISSIONERS

Richard M. Hannold, Chair Date
Board of County Commissioners

Print Name Title

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

Signature Date

Print Name Title

ISLAND COUNTY BOARD OF HEALTH

Chair Date
Board of Health

Print Name Title

APPROVED AS TO FORM ONLY
Assistant Attorney General

2015-2017 CONSOLIDATED CONTRACT
EXHIBIT A
STATEMENTS OF WORK
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DOH Program Name or Title: Recreational Shellfish Activities - Effective July 1, 2016 9
DOH Program Name or Title: WIC Nutrition Program - Effective January 1, 2015 11

Exhibit A
Statement of Work
Contract Term: 2015-2017

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

Local Health Jurisdiction Name: Island County Health Department

Contract Number: C17111

SOW Type: Revision **Revision # (for this SOW)** 2

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

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Contractor ☐ State ☐ Other	☐ FFATA (Transparency Act) ☐ Research & Development	☐ Reimbursement ☒ Fixed Price

Statement of Work Purpose: The purpose of this statement of work is to provide funding to the LHJ for conducting sanitary surveys and providing technical assistance to small community and non-community Group A water systems.

Revision Purpose: The purpose of this revision is to increase Contract Consideration, revise Special Billing Requirements and Special Instructions, and add language to the Description and Outcome in Task 1.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only) Start Date	End Date	Current Consideration	Change Increase (+)	Total Consideration
Drinking Water Group A - SS	N/A	346.26.64	2421921C	01/01/15	12/31/16	33,500	2,250	35,750
Drinking Water Group A - TA	N/A	346.26.66	2421921D	01/01/15	12/31/16	4,800	0	4,800
TOTALS						**38,300**	**2,250**	**40,550**

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

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	DOH will provide a tablet and GPS unit for the LHJ to gather source data during a routine sanitary survey. DOH expects the LHJ to commit to using the tablet and GPS for a five-year period.		*Final Reports ~~have been~~ reviewed and accepted by the ODW Regional Office. *The LHJ surveyor will record at least two (2) GPS data points, for each source, into the preloaded Excel template on the tablet and submit that data file with the associated sanitary survey*		connections and each community system. Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of the Final Sanitary Survey Report within the 30 day deadline. Late or incomplete reports may not be accepted for payment.
2	Trained LHJ staff will conduct Special Purpose Investigations (SPI) of small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.		Provide completed SPI Report and any supporting documents and photos to ODW Regional Office.	Completed SPI Reports must be received by the ODW Regional Office within **2 working days** of the service request.	Upon acceptance of the completed SPI Report, the LHJ shall be paid **$800** for each SPI. Payment is inclusive of all associated costs such as travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed SPI Report within the 2 working day deadline. Late or incomplete reports may not be accepted for payment.

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
3	Trained LHJ staff will provide direct technical assistance (TA) to small community and non-community Group A water systems identified by the ODW Regional Office. See Special Instructions for task activity.		Provide completed TA Report and any supporting documents and photos to ODW Regional Office.	Completed TA Report must be received by the ODW Regional Office within **30 calendar days** of providing technical assistance.	Upon acceptance of the completed TA Report, the LHJ shall be paid for each technical assistance activity as follows: • Up to 3 hours of work: **$250** • 3-6 hours of work: **$500** • More than 6 hours of work: **$750** Payment is inclusive of all associated costs such as consulting fee, travel, lodging, per diem. Payment is authorized upon receipt and acceptance of completed TA Report within the 30-day deadline. Late or incomplete reports may not be accepted for payment.
4	LHJ staff performing the activities under tasks 1, 2 and 3 must have completed the mandatory Sanitary Survey Training. See Special Instructions for task activity.		Prior to attending the training, submit an "Authorization for Travel (Non-Employee)" DOH Form 710-013 to the ODW Program Contact below for approval (to ensure that enough funds are available).	Annually	LHJ shall be paid mileage, per diem, and lodging costs in accordance with the current rates listed on the OFM Website http://www.ofm.wa.gov/resources/travel.asp

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

Program Specific Requirements/Narrative

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

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

Special Billing Requirements
The LHJ shall submit quarterly invoices within 30 days following the end of the quarter in which work was completed, noting on the invoice the quarter and year being billed for. Payment cannot exceed a maximum accumulative fee of ~~*$33,500*~~ *$35,750* for **Task 1**, and **$4,800** for **Task 2, Task 3 and Task 4 combined** during the contracting period, to be paid at the rates specified in the Payment Method/Amount section above.

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

Special Instructions
Task 1
Trained LHJ staff will evaluate the water system for physical and operational deficiencies and prepare a Final Sanitary Survey Report which has been accepted by ODW. Detailed guidance is provided in the *Field Guide for Sanitary Surveys, Special Purpose Investigations and Technical Assistance* (Field Guide). The sanitary survey will include an evaluation of the following eight elements: source; treatment; distribution system; finished water storage; pumps, pump facilities and controls; monitoring, reporting and data verification; system management and operation; and certified operator compliance. If a system is more complex than anticipated or other significant issues arise, the LHJ may request ODW assistance.

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

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

Task 2
Trained LHJ staff will perform Special Purpose Investigations (SPI) as assigned by ODW. SPIs are inspections to determine the cause of positive coliform samples or the cause of other emergency conditions. SPIs may also include sanitary surveys of newly discovered Group A water systems. Additional detail about conducting SPIs is described in the Field Guide. The ODW Regional Office must authorize in advance any SPI conducted by LHJ staff.

Task 3
Trained LHJ staff will conduct Technical assistance as assigned by ODW. Technical Assistance includes assisting water system personnel in completing work or verifying work has been addressed as required, requested, or advised by the ODW to meet applicable drinking water regulations. Examples of technical assistance activities are described in the Field Guide. The ODW Regional Office must authorize in advance any technical assistance provided by the LHJ to a water system.

Task 4
LHJ staff assigned to perform activities under tasks 1, 2, and 3 must be trained and approved by ODW prior to performing work. LHJ staff performing the activities under tasks 1, 2 and 3 must have completed, with a passing score, the ODW Online Sanitary Survey Training and the ODW Sanitary Survey Field Training. LHJ staff performing activities under tasks 1, 2, and 3 must attend the Annual ODW Sanitary Survey Workshop, and are expected to attend the Regional ODW LHJ Drinking Water Meetings.

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

Program Manual, Handbook, Policy References
http://www.doh.wa.gov/Portals/1/Documents/Pubs/331-486.pdf

DOH Program Contact
Brian Boye
DOH Office of Drinking Water
20425 – 72nd Ave S, Suite 310
Kent, WA 98032
Brian.Boye@doh.wa.gov
(253) 395-6778

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

Exhibit A
Statement of Work
Contract Term: 2015-2017

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

Local Health Jurisdiction Name: Island County Health Department

Contract Number: C17111

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

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

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☐ Federal <Select One>	☐ FFATA (Transparency Act)	☒ Reimbursement
☒ State	☐ Research & Development	☐ Fixed Price
☐ Other		

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

Revision Purpose: N/A

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only) Start Date	End Date	Current Consideration	Change Increase (+)	Total Consideration
Rec Shellfish / Biotoxin	N/A	334.04.93	26402600	07/01/16	06/30/17	0	3,000	3,000
TOTALS						0	3,000	3,000

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	**Biotoxin Monitoring** • Collect samples on schedule according to DOH Biotoxin Monitoring Plan, coordinate deviations from the schedule with DOH, notify DOH in advance if samples cannot be collected. • Post / remove recreational shellfish warning and / or classification signs on beaches and restock cages as needed. • This may also include recruiting, training, and coordination of volunteers, and fuel reimbursement funds for volunteer biotoxin monitoring.		Submit report on DOH-approved format of activities for the year, including the number and names of beaches posted for classification.	Email Report to DOH by: 02/15/2017	$1,000
2	**Outreach** • Staff educational booths at local events. • Distribute safe shellfish harvesting information.		Submit report including the number of events staffed, and amount of educational materials distributed.	Email Report to DOH by: 02/15/2017	$2,000

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

Program Specific Requirements/Narrative

Program Manual, Handbook, Policy References
Department of Health's Biotoxin Monitoring Plan

Special References (RCWs, WACs, etc)
Chapter 246-280 WAC
http://www.doh.wa.gov/CommunityandEnvironment/Shellfish/RecreationalShellfish
http://www.doh.wa.gov/AboutUs/ProgramsandServices/EnvironmentalPublicHealth/EnvironmentalHealthandSafety/ShellfishProgram/Biotoxins

Special Instructions
Report for work done the previous year must be submitted via email to Liz Maier by February 15, 2017.
The report format will be provided by DOH and may be modified throughout the contract period via email announcement.

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

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

Exhibit A
Statement of Work
Contract Term: 2015-2017

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

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

SOW Type: Revision **Revision # (for this SOW)** 6

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

Funding Source	Federal Compliance (check if applicable)	Type of Payment
☒ Federal Subrecipient	☒ FFATA (Transparency Act)	☒ Reimbursement
☐ State	☐ Research & Development	☐ Fixed Price
☐ Other		

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

Revision Purpose: The purpose of this revision is to add FFY16 USDA FMNP funds .

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only) Start Date	End Date	Current Consideration	Change Increase (+)	Total Consideration
FFY15 USDA WIC NLS	10.557	333.10.55	76210250	01/01/15	09/30/15	176,264	0	176,264
FFY16 USDA WIC NLS	10.557	333.10.55	76210260	10/01/15	09/30/16	271,053	0	271,053
FFY17 USDA WIC NLS	10.557	333.10.55	76210270	10/01/16	12/31/16	53,421	0	53,421
FFY15 USDA BREASTFEED PEER COUNSEL	10.557	333.10.55	76214250	01/01/15	09/30/16	16,388	0	16,388
FFY15 USDA FMNP OPS	10.572	333.10.57	76540250	01/01/15	09/30/15	400	0	400
FFY16 USDA BREASTFEED PEER COUNSEL	10.557	333.10.55	76214260	01/01/16	09/30/16	12,291	0	12,291
FFY16 USDA FMNP OPS	10.572	333.10.57	76540260	07/01/16	09/30/16	0	390	390
TOTALS						**529,817**	**390**	**530,207**

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

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	1. Unanticipated funding situations occur. 2. Reallocations are necessary to redistribute caseload statewide. **Authorized participating caseload for January 2015 through December 2017 = 1,045** **Authorized participating caseload for October 2015 through December 2017 = 1,645** **Authorized participating caseload for October 2015 through December 2017 = 1,045**				
1.2	Submit the annual Nutrition Education Plan for each year of the Contract.	9.2	Nutrition Education Plan	First year due 03/31/15 Second year due 03/31/16 Third year due 03/31/17	Payment withheld if not received by due date.
1.3	Submit the annual Nutrition Services Expenditure Report for each year of the Contract.	11.2	Nutrition Services Expenditure Report	First year due 11/30/15 Second year due 11/30/16 Third year due 11/30/17	Payment withheld if not received by due date.
1.4	Tell clients about other health services in the agency. If needed, develop written agreements with other health care agencies and refer clients to these services.	3.1	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.5	Provide nutrition education services to clients and caregivers in accordance with federal and state requirements.	3.1	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.6	Issue WIC checks while assuring adequate check security and reconciliation.	11.2	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.7	Collect data, maintain records, and submit reports to effectively enforce the non-discrimination laws (Refer to Civil Rights Assurances below).	7.1	Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
1.8a	Submit WIC and Breastfeeding Peer Counseling Budget Workbook for each year of the contract.	11.2	Budget Workbook	First year due 09/30/15 Second year due 09/30/16 Third year due 09/30/17	
1.8b	Revise and submit WIC Budget Workbook mid-year for each year of the contract.	11.2	Revised Budget Workbook	Mid-year revision due 04/30/15 Mid-year revision due 04/30/16 Mid-year revision due 04/30/17	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	**Breastfeeding Promotion**				See "Special Billing Requirements" below
2.1	Provide breastfeeding promotion and support activities in accordance with federal and state requirements	3.1	Status report of chosen activities in Nutrition Education Plan. Documentation must be available for review by WIC monitor staff.	First year due 03/31/15 Second year due 03/31/16 Third year due 03/31/17 Biennial WIC monitor	
2.2	Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects: ▪ Change worksite policies of employers who likely employ low income women ▪ Provide breastfeeding education to health care providers who serve low income pregnant and breastfeeding women ▪ Work with birthing hospitals to improve maternity care practices that affect WIC client breastfeeding rates ▪ Provide clients access to lactation consultants ▪ Provide staff and community partners breastfeeding training Other projects will need pre-approval from the State WIC Office.	4.2	Status report of chosen activities in Nutrition Education Plan. Documentation must be available for review by WIC monitor staff.	First year due 03/31/15 Second year due 03/31/16 Third year due 03/31/17 Biennial WIC monitor	
3	**Breastfeeding Peer Counseling Program**				See "Special Billing Requirements" below
3.1	Provide breastfeeding peer counseling program activities in accordance with federal and state requirements. The WIC Breastfeeding Peer Counseling Program is meant to enhance, not replace, WIC Breastfeeding Promotion and support activities.	3.1	Breastfeeding Peer Counseling Annual Report from the previous federal fiscal year. Documentation must be available for review by WIC monitor staff.	First year due 12/31/15 Second year due 12/31/16 Third year due 12/31/17 Biennial WIC monitor	
3.2	Track Breastfeeding Peer Counseling Program expenditures and bill separately from the WIC grant.	3.1	Documentation must be available for review by WIC monitor staff	Biennial WIC monitor	
3.3	As partner agency, maintain an up to date memorandum of understanding (MOU) with Community Action Council of Skagit County to meet the requirements of the Breastfeeding Peer Counseling Program as described in Tasks 3.1 and 3.2.		Breastfeeding Peer Counseling Annual Report from the previous federal fiscal year. Documentation must be available for review by WIC monitor staff.	First year due 12/31/15 Second year due 12/31/16 Third year due 12/31/17 Biennial WIC monitor	

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

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

Program Specific Requirements/Narrative

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

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

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

Special References (RCWs, WACs):
What is the WIC program?

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

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

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

(a) High quality nutrition services;

(b) Consistent application of policies and procedures for eligibility determination;

(c) Consistent application of policies and procedures for food benefit issuance and delivery; and

(d) WIC program compliance.

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

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

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

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

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

Staffing Requirements:
The LHJ must:

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

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

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

The LHJ must maintain on file and have available for review, audit and evaluation:
1) All criteria used for certification, including information on income, nutrition risk eligibility and referrals
2) Program requirements
3) Nutrition education
4) All financial records

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

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

The LHJ agrees to:

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

DOH may enforce this by:

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

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

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

a. "The LHJ hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the LHJ receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this Contract.

b. "By accepting this assurance, the LHJ agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the LHJ, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from DOH. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the LHJ."

3. **7CFR Parts 3016, 3017, 3018**
The LHJ shall comply with all the fiscal and operations requirements prescribed by the state agency as directed by Federal WIC Regulations (7CFR part 246.6), 7CFR part 3016, the debarment and suspension requirements of 7CFR part 3017, if applicable, the lobbying restrictions of 7CFR part 3018, and FNS guidelines and instructions and shall provide on a timely basis to the state agency all required information regarding fiscal and program information.

Special Billing Requirements:

1. Definitions

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

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

- <u>There are four federal budget periods</u>

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

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

Special Instructions:
The LHJ shall:

1) Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.

2) Provide, as necessary, a single audit in accordance with the provisions of OMB Circular A-133. This circular requires the LHJ to have a single audit performed should LHJ spend $750,000 or more of federal grants or awards from all sources. The LHJ is a subrecipient of federal funds.

3) Staff must use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC clients. For a list of allowable costs see Volume 2, Chapter 4 – Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC clients.

Special Requirements:

Contract Funding Period	Time Period Special Requirement Funds Available	Amount	Description of Special Requirements
January 2015 - September 2015	January 2015 - September 2015	**$12,291**	Added in the WIC/USDA Breastfeeding Peer Counseling category to complete the requirements of operating a USDA Loving Support Breastfeeding Peer Counseling program.
October 2015 - September 2016	October 2015 - December 2015	**$4,097**	A total of $4,097 is added for October 2015 through December 2015 in the FFY15 WIC/USDA Breastfeeding Peer Counseling category to complete the requirements of operating a USDA Loving Support Breastfeeding Peer Counseling Program.
January 2015 - September 2015	January 2015 - September 2015	**$10,000**	A total of $10,000 is added in the USDA/WIC Base Funding category to be used for start-up costs related to the transition of caseload to the Oak Harbor WIC clinic.
October 2015 – September 2016	January 2016 – September 2016	**$12,291**	Added in the FFY16 WIC/USDA Breastfeeding Peer Counseling category to complete the requirements of operating a USDA Loving Support Breastfeeding Peer Counseling program.

October 2015-September 2016	January 2016-September 2016	$2,800	Added in the USDA/WIC Nutrition and Local Support Other category to fund training and travel expenses for WIC staff to attend WIC-related trainings. This does not include out of state trainings.

Other

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

DOH Program Contact
Barbara A. Krogstad, RDN
WIC Nutrition Program
PO Box 47886, Olympia, WA 98504-7886
Barbara.Krogstad@doh.wa.gov 360-236-3711 or 1-800-841-1410 x 3711

DOH Fiscal Contact
Kim Henderson, Fiscal Analyst
WIC Nutrition Program
PO Box 47886, Olympia, WA 98504-7886
Kim.Henderson@doh.wa.gov 360-236-3491

Island County Health Department

Indirect Rate as of January 2015: 24%

EXHIBIT B-8
ALLOCATIONS
Contract Term: 2015-2017

Contract Number: C17111
Date: May 16, 2016

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period Start Date	Statement of Work Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period Sub Total	Chart of Accounts Total
FFY16 USDA Breastfeed Peer Counsel	7WA700WA1	Amend 5	10.557	333.10.55	01/01/16	09/30/16	10/01/15	09/30/17	$12,291	$12,291	$28,679
FFY15 USDA Breastfeed Peer Counsel	15157WAWA1W5003	Amend 4	10.557	333.10.55	01/01/15	09/30/16	10/01/14	09/30/16	$4,097	$16,388	
FFY15 USDA Breastfeed Peer Counsel	15157WAWA1W5003	N/A, Amd 4	10.557	333.10.55	01/01/15	09/30/16	10/01/14	09/30/15	$12,291		
FFY17 USDA WIC NLS	NGA Not Received	Amend 1	10.557	333.10.55	10/01/16	12/31/16	10/01/16	12/31/16	$1,930	$53,421	$500,738
FFY17 USDA WIC NLS	NGA Not Received	N/A	10.557	333.10.55	10/01/16	12/31/16	10/01/16	12/31/16	$51,491		
FFY16 USDA WIC NLS	7WA700WA7	Amend 6	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	($31,482)	$271,053	
FFY16 USDA WIC NLS	7WA700WA7	Amend 5	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	($28,950)		
FFY16 USDA WIC NLS	7WA700WA7	Amend 4	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	$115,800		
FFY16 USDA WIC NLS	7WA700WA7	Amend 1	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	$9,720		
FFY16 USDA WIC NLS	7WA700WA7	N/A	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	$205,965		
FFY15 USDA WIC NLS	15157WAWA7W1003	Amend 4	10.557	333.10.55	01/01/15	09/30/15	10/01/14	09/30/15	$10,000	$176,264	
FFY15 USDA WIC NLS	15157WAWA7W1003	Amend 1	10.557	333.10.55	01/01/15	09/30/15	10/01/14	09/30/15	$11,790		
FFY15 USDA WIC NLS	15157WAWA7W1003	N/A	10.557	333.10.55	01/01/15	09/30/15	10/01/14	09/30/15	$154,474		
FFY16 USDA FMNP Ops	01616Y860447	Amend 8	10.572	333.10.55	07/01/16	09/30/16	10/01/15	09/30/16	$390	$390	$790
FFY15 USDA FMNP Ops	2015IY860447	Amend 3	10.572	333.10.57	01/01/15	09/30/15	10/01/14	09/30/15	$400	$400	
FFY16 DSHS SNAP-Ed IAR	16167WAWA5Q390	Amend 4	10.561	333.10.56	10/01/15	09/30/16	10/01/15	09/30/16	$21,123	$21,123	$41,471
FFY15 DSHS SNAP-Ed IAR	15157WAWA5S7504	Amend 1	10.561	333.10.56	01/01/15	09/30/15	10/01/14	09/30/15	$15,987	$15,987	
FFY14 DSHS SNAP-Ed IAR Carryforward	14147WAWA5S7503	Amend 2	10.561	333.10.56	01/01/15	09/30/15	10/01/14	09/30/15	($968)	$4,361	
FFY14 DSHS SNAP-Ed IAR Carryforward	14147WAWA5S7503	Amend 1	10.561	333.10.56	01/01/15	09/30/15	10/01/14	09/30/15	$5,329		
NEP 1-4 Livestock Mgmt AG BMP	00J32601	Amend 1	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	$60,000	$60,000	$60,000
NEP 1-4 Onsite Sewage Management	00J32601	Amend 3	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	$3,313	$133,639	$133,639
NEP 1-4 Onsite Sewage Management	00J32601	Amend 1	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	$130,326		
NEP 1-4 Pollution ID & Correction	00J32601	Amend 2	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	($25,029)	$201,427	$201,427
NEP 1-4 Pollution ID & Correction	00J32601	Amend 1	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	$226,456		
NEP 5-6 Onsite Sewage Management	00J88801	Amend 5	66.123	333.66.12	01/01/16	12/31/16	10/01/14	08/31/19	$100,000	$100,000	$100,000
NEP 5-6 Swimming BEACH	00J88801	Amend 7	66.123	333.66.12	02/29/16	10/31/16	10/01/14	08/31/19	$2,100	$14,300	$26,500
NEP 5-6 Swimming BEACH	00J88801	Amend 6	66.123	333.66.12	02/29/16	10/31/16	10/01/14	08/31/19	$12,200		
NEP 5-6 Swimming BEACH	00J88801	Amend 1	66.123	333.66.12	03/01/15	10/31/15	10/01/14	08/31/19	$12,200	$12,200	
FFY14 EPR LHJ Funding	U90TP000559	N/A	93.069	333.93.06	01/01/15	06/30/15	07/01/14	06/30/15	$17,604	$17,604	$17,604

Island County Health Department

Indirect Rate as of January 2015: 24%

EXHIBIT B-8
ALLOCATIONS
Contract Term: 2015-2017

Contract Number: C17111
Date: May 16, 2016

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period Start Date	Statement of Work Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period Sub Total	Chart of Accounts Total
FFY15 EPR PHEP BP4 LHJ Funding	U90TP000559	Amend 4	93.069	333.93.06	07/01/15	06/30/16	07/01/15	06/30/16	$65,405	$65,405	$65,405
FFY16 317 Ops	H23IP000762	Amend 5	93.268	333.93.26	01/01/16	12/31/16	01/01/16	12/31/16	$1,610	$1,610	$3,837
FFY15 317 Ops	H23IP000762	N/A	93.268	333.93.26	01/01/15	12/31/15	01/01/15	12/31/15	$2,227	$2,227	

Island County Health Department

Indirect Rate as of January 2015: 24%

EXHIBIT B-8
ALLOCATIONS
Contract Term: 2015-2017

Contract Number: C17111
Date: May 16, 2016

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period Start Date	Statement of Work Funding Period End Date	DOH Use Only Chart of Accounts Funding Period Start Date	DOH Use Only Chart of Accounts Funding Period End Date	Amount	Funding Period Sub Total	Chart of Accounts Total
FFY16 AFIX	H23IP000762	Amend 5	93.268	333.93.26	01/01/16	12/31/16	01/01/16	12/31/16	$5,959	$5,959	$14,919
FFY15 AFIX	H23IP000762	N/A	93.268	333.93.26	01/01/15	12/31/15	01/01/15	12/31/15	$8,960	$8,960	
FFY16 VFC Ops	H23IP000762	Amend 5	93.268	333.93.26	01/01/16	12/31/16	01/01/16	12/31/16	$1,104	$1,104	$3,173
FFY15 VFC Ops	H23IP000762	N/A	93.268	333.93.26	01/01/15	12/31/15	01/01/15	12/31/15	$2,069	$2,069	
FFY16 VFC Ordering	H23IP000762	Amend 5	93.268	333.93.26	01/01/16	12/31/16	01/01/16	12/31/16	$1,866	$1,866	$3,981
FFY15 VFC Ordering	H23IP000762	N/A	93.268	333.93.26	01/01/15	12/31/15	01/01/15	12/31/15	$2,115	$2,115	
FFY14 Enhance IIS and VTrckS	H23IP000922	Amend 5	93.733	333.93.73	12/01/15	08/31/16	09/30/14	09/29/16	$1,316	$1,316	$1,316
FFY15 MCHBG CBP ConCon	B04MC28134	N/A	93.994	333.93.99	01/01/15	09/30/15	10/01/14	09/30/15	$41,853	$41,853	$41,853
FFY16 MCHBG LHJ & Other Contracts	B04MC29364	Amend 4	93.994	333.93.99	10/01/15	09/30/16	10/01/15	09/30/16	$55,804	$55,804	$55,804
Puget Sound OSS LMP Implementation		Amend 4	N/A	334.04.93	07/01/15	06/30/17	07/01/15	06/30/17	$90,000	$90,000	$140,000
Puget Sound OSS LMP Implementation		N/A	N/A	334.04.93	01/01/15	06/30/15	07/01/13	06/30/15	$50,000	$50,000	
Rec Shellfish / Biotoxin		Amend 8	N/A	334.04.93	07/01/16	06/30/17	07/01/15	06/30/17	$3,000	$3,000	$8,300
Rec Shellfish / Biotoxin		Amend 4	N/A	334.04.93	07/01/15	06/30/16	07/01/15	06/30/17	$3,000	$3,000	
Rec Shellfish / Biotoxin (PSAA)		Amend 3	N/A	334.04.93	01/01/15	06/30/15	07/01/13	06/30/15	$1,300	$2,300	
Rec Shellfish / Biotoxin (PSAA)		N/A	N/A	334.04.93	01/01/15	06/30/15	07/01/13	06/30/15	$1,000		
Drinking Water Group A - SS		Amend 8	N/A	346.26.64	01/01/15	12/31/16	01/01/15	06/30/17	$2,250	$35,750	$35,750
Drinking Water Group A - SS		Amend 6	N/A	346.26.64	01/01/15	12/31/16	01/01/15	06/30/17	$16,500		
Drinking Water Group A - SS		N/A, Amend 6	N/A	346.26.64	01/01/15	12/31/16	01/01/15	06/30/17	$17,000		
Drinking Water Group A - TA		Amend 6	N/A	346.26.66	01/01/15	12/31/16	01/01/15	06/30/17	$800	$4,800	$4,800
Drinking Water Group A - TA		N/A, Amend 6	N/A	346.26.66	01/01/15	12/31/16	01/01/15	06/30/17	$4,000		
TOTAL									$1,489,986	$1,489,986	

Total consideration:	$1,484,346
	$5,640
GRAND TOTAL	$1,489,986

GRAND TOTAL	$1,489,986
Total Fed	$1,301,136
Total State	$188,850

*Catalog of Federal Domestic Assistance
**Federal revenue codes begin with "333". State revenue codes begin with "334".

Exhibit C-8 Schedule of Federal Awards

AMENDMENT #8

Date: May 16, 2016

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

Chart of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period Start Date	Allocation Period End Date	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
FFY17 USDA WIC NLS	333.10.55	NGA Not Received	NGA Not Received	10/01/16	12/31/16	$53,421	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	NGA Not Received	NGA Not Received
FFY16 USDA WIC NLS	333.10.55	10/01/15	$8,877,032	10/01/15	09/30/16	$271,053	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	7WA700WA7	WOMEN, INFANTS AND CHILDREN
FFY16 USDA BREASTFEED PEER COUNSEL	333.10.55	10/01/15	$1,383,343	01/01/16	09/30/16	$12,291	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	7WA700WA1	WIC BREASTFEEDING PEER COUNSELOR
FFY15 USDA WIC NLS	333.10.55	10/07/14	$15,498,793	01/01/15	09/30/15	$176,264	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	15157WAWA7W1003	FFY15 WIC ADMINISTRATION
FFY15 USDA BREASTFEED PEER COUNSEL	333.10.55	04/30/15	$1,383,343	01/01/15	09/30/16	$16,388	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	15157WAWA1W5003	FFY15 USDA WIC BREASTFEEDING PEER COUNSELING
FFY16 DSHS SNAP-ED IAR	333.10.56	09/30/15	$4,012,002	10/01/15	09/30/16	$21,123	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	Requested	Requested
FFY15 DSHS SNAP-ED IAR	333.10.56	09/29/14	$2,870,126	01/01/15	09/30/15	$15,987	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	15157WAWA5S7504	Supplemental Nutrition Assistance Program Education (SNAP-Ed)
FFY14 DSHS SNAP-ED IAR CARRYFORWARD	333.10.56	09/29/14	$1,114,721	01/01/15	09/30/15	$4,361	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	14147WAWA5S7503	Supplemental Nutrition Assistance Program Education (SNAP-Ed)
FFY16 USDA FMNP OPS	333.10.57	10/01/15	$618,040	07/01/16	09/30/16	$390	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture Food and Nutrition Service	01616Y860447	COMMODITY ASSISTANCE PROGRAM (2 YEAR)
FFY15 USDA FMNP OPS	333.10.57	02/26/15	$93,760	01/01/15	09/30/15	$400	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture Food and Nutrition Service	2015IY860447	WIC FARMERS MARKET ADMIN
NEP 5-6 SWIMMING BEACH	333.66.12	09/11/14	$2,490,000	03/01/15	10/31/16	$26,500	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J88601	PUGET SOUND RESTORATION PROJECT
NEP 5-6 ONSITE SEWAGE MANAGEMENT	333.66.12	09/01/14	$5,165,000	01/01/16	12/31/16	$100,000	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J88601	PUGET SOUND RESTORATION PROJECT
NEP 1-4 POLLUTION ID & CORRECTION	333.66.12	01/09/11	$12,178,243	01/01/15	12/31/15	$201,427	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J32601	PUGET SOUND RESTORATION
NEP 1-4 ONSITE SEWAGE MANAGEMENT	333.66.12	01/09/11	$12,178,243	01/01/15	12/31/15	$133,639	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J32601	PUGET SOUND RESTORATION
NEP 1-4 LIVESTOCK MGMT AG BMP	333.66.12	01/09/11	$12,178,243	01/01/15	12/31/15	$60,000	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J32601	PUGET SOUND RESTORATION
FFY15 EPR PHEP BP4 LHJ FUNDING	333.93.06	06/26/15	$12,132,694	07/01/15	06/30/16	$65,405	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	U90TP000559	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS

Exhibit C-8 Schedule of Federal Awards

AMENDMENT #8

Date: May 16, 2016

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

Chart of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period Start Date	Allocation Period End Date	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
FFY14 EPR LHJ FUNDING	333.93.06	06/30/14	$12,663,227	01/01/15	06/30/15	$17,604	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	U90TP000559	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS
FFY16 VFC ORDERING	333.93.26	01/19/16	$3,991,784	01/01/16	12/31/16	$1,866	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY16 VFC OPS	333.93.26	01/19/16	$3,991,784	01/01/16	12/31/16	$1,104	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY16 AFIX	333.93.26	01/19/16	$3,991,784	01/01/16	12/31/16	$5,959	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY16 317 OPS	333.93.26	01/19/16	$3,991,784	01/01/16	12/31/16	$1,610	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY15 VFC ORDERING	333.93.26	12/17/14	$3,437,046	01/01/15	12/31/15	$2,115	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY15 VFC OPS	333.93.26	12/17/14	$3,437,046	01/01/15	12/31/15	$2,069	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY15 AFIX	333.93.26	12/17/14	$3,437,046	01/01/15	12/31/15	$8,960	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY15 317 OPS	333.93.26	12/17/14	$3,437,046	01/01/15	12/31/15	$2,227	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY14 ENHANCE IIS AND VTRCKS	333.93.73	09/16/14	$700,000	12/01/15	08/31/16	$1,316	93.733	Capacity Building Assistance to Strengthen Public Health Immunization Infrastructure & Performance - Financed in part	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000922	PPHF 2014: IMMUNIZATION ENHANCE AN IMMUNIZATION INFORMATION SYSTEM (IIS) TO INTERFACE WITH CDC'S VTRCKS VACCINE ORDERING &
FFY15 MCHBG LHJ & OTHER CONTRACTS	333.93.99	10/22/15	$1,739,609	10/01/15	09/30/16	$55,804	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC29364	MATERNAL AND CHILD HEALTH SERVICES
FFY15 MCHBG CBP CONCON	333.93.99	10/21/14	$8,846,149	01/01/15	09/30/15	$41,853	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC28134	MATERNAL AND CHILD HEALTH SERVICES
					TOTAL	$1,301,136					

DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. TCPRA-2016-IsCoPH-00001

TOXICS CLEANUP REMEDIAL ACTION GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and ISLAND COUNTY PUBLIC HEALTH DEPARTMENT, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Island Co. PHD - SA
Total Cost:	$16,000.00
Total Eligible Cost:	$16,000.00
Ecology Share:	$16,000.00
Recipient Share:	$0.00
The Effective Date of this Agreement is:	07/01/2016
The Expiration Date of this Agreement is no later than:	06/30/2017
Project Type:	Site Assessment (SA)

Project Short Description:
Perform Initial Investigations (IIs) and Site Hazard Assessments (SHAs) in accordance with ECOLOGY guidelines and provide information to Ecology for the ranking of sites in accordance with the Washington Ranking Method for Sites in Island County.

Project Long Description:
Site Assessment grants are provided to local health districts/departments to fund activities to investigate and evaluate the nature and extent of contamination at properties within their communities. Two main activities are performed under these agreements: Initial Investigations and Site Hazard Assessments.

Initial Investigations (IIs): Local health districts/departments respond to complaints from the public, as reported through ECOLOGY'S Environmental Report Tracking System (ERTS). The purpose of this work is to determine if a release of a hazardous substance has occurred at a site and if further action is required.

Site Hazard Assessments (SHAs): Local health districts/departments collect information about environmental conditions, waste types, and waste quantities at sites. These conditions may adversely affect the environment by a release of hazardous substances. The information collected during an SHA is used to evaluate environmental and human health risks and to assign a relative risk ranking under the Washington Ranking Method.

Overall Goal:

The goal of the Site Assessment (SA) grant program is to provide funding to local health districts/departments to investigate and evaluate sites that have been potentially contaminated with hazardous substances in Washington State. There are two components to this program: Initial Investigations and Site Hazard Assessments.

RECIPIENT INFORMATION

Organization Name: ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

Federal Tax ID: 91-6001321
DUNS Number: 193740040

Mailing Address: PO Box 5000
Coupeville, WA 98239

Physical Address: 1 NE 6th Street
Coupeville, Washington 98239

Organization Fax: (360) 679-7390

Contacts

Project Manager	Andrea Krohn Environmental Health Specialist II P.O. Box 5000 Coupeville, Washington 98239 Email: a.krohn@co.island.wa.us Phone: (360) 679-7309
Billing Contact	Vanya Brown Accounting Manager PO Box 5000 Coupeville, WA 98239-5000 Coupeville, Washington 98239 Email: v.brown@co.island.wa.us Phone: (360) 678-7889
Authorized Signatory	Richard M. Hannold Chair, Board of County Commissioners PO Box 5000 Coupeville, Washington 98239 Email: r.hannold@co.island.wa.us Phone: (360) 679-7354

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Toxics Cleanup
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Toxics Cleanup
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Donna Musa 3190 160th Ave SE Bellevue, Washington 98008-5452 Email: dmus461@ecy.wa.gov Phone: (425) 649-7136
Financial Manager	Matthew Alexander 300 Desmond Drive Lacey, Washington 98503 Email: maal461@ecy.wa.gov Phone: (360) 407-7606

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

By: _____

Jim Pendowski Date
Toxics Cleanup
Program Manager

Template Approved to Form by
Attorney General's Office

ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

By: _____

Richard M. Hannold Date
Chair, Board of County Commissioners

Island County Board of Health

By: _____

Jill Johnson, Chair Date

SCOPE OF WORK

Task Number: 1 **Task Cost:** $9,100.00

Task Title: INITIAL INVESTIGATIONS J001

Task Description:
This task funds the RECIPIENT'S costs ECOLOGY determines reasonable and necessary to perform approximately 15 initial investigations. The RECIPIENT shall investigate newly discovered sites that have been identified within the RECIPIENT'S county as being a potential health or environmental risk.

The RECIPIENT shall conduct and report on initial investigations in accordance with ECOLOGY's Initial Investigations Policy 310A and any additional guidance on conducting initial investigations. The RECIPIENT shall also attend any ECOLOGY required training on initial investigations.

With prior approval by ECOLOGY's project manager, the RECIPIENT may reopen certain investigations and conduct extended initial investigations. These may include sampling and analysis or other costs approved in advance by ECOLOGY.

The RECIPIENT may also perform lead assessments under this task in coordination with the Department of Health at properties approved by ECOLOGY. The RECIPIENT may conduct approved lead assessments where an elevated blood lead level has been identified in a child residing at or frequenting the property. The assessment consists of the sampling, analysis, and reporting on materials that potentially contain lead (such as paint, soil, and dust). This includes making recommendations to the family about ways to mitigate exposure to and remediate the lead.

The RECIPIENT shall report lead assessment results to the Department of Health and to ECOLOGY. Costs for lead assessments shall not exceed $2,000 each without written approval by ECOLOGY.

The RECIPIENT shall forward a copy of site investigation reports to ECOLOGY's project and financial managers within 30 days of a completed initial investigation.

Task Goal Statement:
Respond and report outcomes of 100% of IIs referred to Island County Public Health Department by Ecology during 2016-2017 period.

Task Expected Outcome:
Respond to approximately 15 IIs during the year, complete, and submit reports as required by Ecology.

Recipient Task Coordinator: Andrea Krohn

INITIAL INVESTIGATIONS J001

Deliverables

Number	Description	Due Date
1.1	The RECIPIENT shall submit a copy of site investigation reports to ECOLOGY's project, financial manager, and statewide SHA Coordinator within 30 days of a completed initial investigation.	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $2,500.00

Task Title: SITE HAZARD ASSESSMENTS J001

Task Description:
This task funds the RECIPIENT'S costs ECOLOGY determines reasonable and necessary to perform site hazard assessments and to rank sites. The RECIPIENT shall perform site hazard assessments as defined in the Model Toxics Control Act and rank sites in accordance with the ECOLOGY Site Hazard Assessment (SHA) Guidance and Procedures for the Washington Ranking Method, Ecology Publication 91-73.

The RECIPIENT shall perform approximately 1 site hazard assessment under this task. Sites from the Confirmed or Suspected Hazardous Sites list and those pending formal cleanup actions are generally considered a higher priority for assessment. The RECIPIENT shall confirm with ECOLOGY that the proposed site is approved for work under this task prior to incurring costs.

If the RECIPIENT is performing SHAs at leaking underground storage tank (LUST) sites approved by ECOLOGY, additional eligible costs may be allowed. This includes costs for the development and implementation of sampling and analysis plans (SAPs) approved by ECOLOGY. Sampling and analysis costs at these LUST sites may not exceed $10,000, without written approval by ECOLOGY

Task Goal Statement:
Annually, complete SHAs at approximately 1 selected site

Task Expected Outcome:
Complete approximately 1 SHA and SHA report to Ecology with ranking or NFA recommendations.

Recipient Task Coordinator: Andrea Krohn

SITE HAZARD ASSESSMENTS J001

Deliverables

Number	Description	Due Date
2.1	1 Site Ranking Report or NFA with copies submitted to ECOLOGY's project, financial manager, and statewide SHA Coordinator	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $4,400.00

Task Title: GRANT AND PROJECT ADMINISTRATION J001

Task Description:
This task funds RECIPIENT'S costs ECOLOGY deems reasonable and necessary to administer the grant and projects under each task.

The RECIPIENT shall document on the progress report the staff time spent on each activity and at each site.

The RECIPIENT shall submit copies of requested site records to ECOLOGY, including copies of photographs documenting site visits.

Eligible administrative costs may also include those incurred performing activities to:
- Administer the grant, develop, and maintain grant files.
- Prepare and submit payment requests, and progress reports.
- Purchase services, supplies, tools, and equipment needed to accomplish grant tasks.

(Equipment purchases are conditionally eligible and require prior written approval by ECOLOGY's financial manager.)
- Attend training events approved in advance, including related travel costs. Training may be billed under Tasks 1-3 as appropriate.

Spending Plans:
- The RECIPIENT shall submit a spending plan to ECOLOGY. The spending plan identifies the amount by quarter in which the RECIPIENT plans to bill ECOLOGY for accumulated costs through the term of the agreement.
- The spending plan must be updated at least quarterly to reflect actual expenditures and projections for the remainder of grant/loan reimbursement requests.
- The spending plans must be included with each payment request/progress report as an update to the Remedial Action Spending Plan form in EAGL.

Travel & Per Diem:
- ECOLOGY will reimburse travel costs at the state per diem rate in effect when the costs were incurred. Any costs incurred over the state rate will be the sole responsibility of the contractor or recipient unless an exception is provided in writing by the financial manager prior to the costs being incurred. The RECIPIENT may bill costs related to vehicle usage at the state approved mileage rate. Any other motor pool costs, such as the cost of parking the RECIPIENT's vehicles at their own office, purchasing, or maintaining vehicles are considered part of overhead and may not be direct billed to this grant.

Phone Services:
- Mobile phones/landlines and related phone services that are used to carry out SA grant related activities must be paid for out of the overhead rate charged to the grant. Long distance calls on landlines associated with SA grant activities may be direct billed.

Overhead/Indirect Costs:

- RECIPIENT may bill up to 25% of salaries and benefits (S/B) for their indirect costs associated with managing the grant and grant activities.

Task Goal Statement:
To manage the grant and project, and complete all administrative documentation and billings in accordance with accounting standards, the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

Task Expected Outcome:
Project documentation will be properly developed and maintained in accordance with the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

Recipient Task Coordinator: Andrea Krohn

GRANT AND PROJECT ADMINISTRATION J001

Deliverables

Number	Description	Due Date
3.1	Timely grant payment requests/progress reports (PR/PR) with proper documentation.	
3.2	Updated spending plan with each PR/PR.	

BUDGET

Funding Distribution EG160768

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Island Co. PHD - SA
Funding Type: Grant
Funding Effective Date: 07/01/2016
Funding Expiration Date: 06/30/2017

Funding Source:

Title: Local Toxics Control Act (LTCA)

Type: State
Funding Source %: 100%
Description: Remedial action grants and loans are provided to local governments in Washington State to facilitate the cleanup of publicly owned lands contaminated with hazardous substances. Grants or Loans offered include those for initial investigations and site hazard assessments.

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Island Co. PHD - SA	Task Total
INITIAL INVESTIGATIONS J001	$ 9,100.00
SITE HAZARD ASSESSMENTS J001	$ 2,500.00
GRANT AND PROJECT ADMINISTRATION J001	$ 4,400.00

Total: $ 16,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Island Co. PHD - SA	0.00 %	$ 0.00	$ 16,000.00	$ 16,000.00
Total		**$ 0.00**	**$ 16,000.00**	**$ 16.000.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

N/A

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of

Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsrs.gov <http://www.fsrs.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.

b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.

c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.

d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the

RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable Federal, State and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall

award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.
b) Appeal request must be in writing and state the disputed issue(s).
c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
d) ECOLOGY reviews the RECIPIENT's appeal.
e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: http://www.ecy.wa.gov/eim.

b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: http://www.ecy.wa.gov/services/gis/data/standards/standards.htm. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW
This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION
ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS
The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS
RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)
RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:
a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE
In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved

by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic

materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, http://www.ecy.wa.gov/programs/swfa/epp.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this agreement, ECOLOGY, at its sole discretion, may elect to terminate the agreement, in whole or part, or renegotiate the agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other

materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/25/2015

SERVICES AGREEMENT

Between Island County and Coastal Geologic Services, Inc.

Contract No. DNR-07-2016

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, Sedimentation and Groundwater Data Collection and Synthesis for Iverson Preserve and Livingston Bay, 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 $79,913 as shown in Budget - Exhibit "B", both exhibits incorporated herein by reference.

3. **PERIOD OF PERFORMANCE:** The CONTRACTOR'S work shall take place between June 15, 2016 and June 30, 2017; all work shall be completed by June 30, 2017, 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 WA State Recreation and Conservation Office(RCO); Project No. 15-1049P (Iverson Preserve Stakeholder Integration) - Exhibit "C"

The CONTRACTOR shall comply with all the terms and conditions with which the COUNTY must comply as outlined in WA State RCO Project No. 15-1049P - 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.

D. Has not within a three (3) year period had one or more public transactions terminated for cause or default.

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

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

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

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

For Contractor:

_____

Signature Date
Jim Johannessen, President
Coastal Geologic Services, Inc.
1711 Ellis St., Ste. 103
Bellingham, WA 98225

For Island County, Washington:

_____

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

Exhibit A
Scope of Work
SEDIMENTATION AND GROUNDWATER DATA COLLECTION AND SYNTHESIS for IVERSON PRESERVE AND LIVINGSTON BAY

Purpose

The CONTRACTOR will provide consultant services using the institutional knowledge of nearshore mapping data to understand and design efficient field data collection and processing to 1) characterize sedimentation patterns to evaluate the effects on current drainage from the field, ditches and natural tidal channels to Livingston Bay and, to the extent possible, predict future effects on drainage; and 2) characterize the groundwater behavior and response to tides to determine the extent of tidal forcing.

Task Description

Task 1. Sedimentation Characterization

The CONTRACTOR will characterize sedimentation patterns and evaluate the effect on current drainage from the field, ditches, and natural tidal channels to Livingston Bay, and to the extent possible, consider all sedimentation information and sea level rise predictions to predict future effects on drainage. The CONTRACTOR shall carry out Task 1 work and shall subcontract with Western Washington University (WWU) to augment the time-consuming field work.

The CONTRACTOR will utilize experience with similar projects, knowledge of geomorphic processes and past flooding events at Iverson Spit to collect and analyze sediment core samples. Lines of data collection and coastal geomorphic analysis will increase the certainty of the understanding of dynamic sedimentation and drainage processes in this area. The following data collection and analysis steps will be conducted, with anticipated number of samples in parentheses, which are explained in more detail immediately below:

- Sediment core collection using a Vibracore system, sample processing, grain size and dating analysis (4–6);
- Surface sediment sample collection and analysis (10–12);
- Sediment trap data collection and analysis (2-3);
- Acoustic Doppler Velocimeter (ADVM) installation between tide gate and north end of spit;
- Compilation and analysis of historical bathymetric data mapping and analysis (using maps, surveys, air photos);
- Compilation and analysis of historical shore mapping (using maps, surveys, air photos);
- Interviews with Island County Public Works and Parks staff, long-time residents to determine apparent sedimentation trends, impediments to drainage and trends, pathways of floodwater; and
- Assess local absolute sea level rise and vertical land motion over historical, current, and projected future time periods.

Sediment cores will be collected from the salt marsh in the Preserve and from the tide flats north and east of the spit. Cores will be processed, divided, and samples will be processed looking at the decay of lead and cesium isotopes (which can provide dating information back to the 1850s) along with radiocarbon dating for deeper and older portions of the cores. Surface sediment samples (10-12) will be collected and processed for gain size. Sediment traps (2-3) will be installed in key locations north and northeast of the tide gate to collect current sedimentation rate data. These sedimentation/erosion rates and trends in grain size will be used to determine sedimentation rates at the saltmarsh in

the Preserve northern and eastern portions of the tide flat (both north of the tide gate and northeast of the Preserve in the intertidal channel area), along with limited sampling and analysis of the norther marsh and tide flat water-ward of the residential portion of the spit. The primary goal will be to determine changes in sedimentation rates over time, correlating data with new projections of sea level rise and vertical land motion, to allow for predictions of future changes to the system.

The CONTRACTOR, in collaboration with the US Geological Survey (USGS), will employ time-series and discrete sampling to develop a model of the flux of water and sediment between Port Susan Bay and the inner lagoon. A bottom-mounted, upward-looking, profiling ADVM package with conductivity-temperature-depth and turbidity sensors will be deployed north of the tide gate to measure continuous water levels, current velocities and directions, conductivity (salinity), temperature, and turbidity. Discrete measurements of suspended sediment concentration and currents across the inner lagoon over a range of conditions (tides, winds, river flow) will be made to develop rating models to determine the flux of water and suspended sediment delivery into or out of the lagoon and the likelihood for net sedimentation in the area that may be affecting groundwater drainage. This information will be compared to recent sediment loads determined for the Stillaguamish River and the influence of the March 2014 Oso landslide in elevating sediment delivery to Port Susan Bay to assess whether and to what extent recent sedimentation is related to these two sources. This analysis will help determine whether challenges facing drainage across Iverson are associated with recent changes in sediment sources or related to a longer term trajectories of sediment accumulation and drainage evolution at the site.

A geomorphic reconstruction of changes at the spit and spit platform, initially in the form of a bathymetric change study in GIS, will be very useful for determining current and future trends in sedimentation and drainage. Specifically, valuable and useful data can be derived from historical mapping and aerial photo interpretation, and if feasible, will be augmented by opportunistic use of survey map information. Long-term geomorphic change data will provide additional certainty of trends determined from other sediment data to augment the analysis. For example bathymetric data from the 1880s and 1960s have been identified, and would be augmented with 2014 LiDAR and possibly total station measurements at selected portions of the tide flats to determine long-term sedimentation and erosion trends.

Shore change mapping of the entire spit area in GIS using features such as the toe of the high tide beach, backshore vegetation line, and marsh edge vegetation line would also be completed. Digitized intertidal channel position, length/sinuosity north and east of the tide gate will provide additional data highly relevant to drainage from the exiting tide gate. Informational interviews with Island County Public Works and Parks staff and long-time residents will be carried out to determine apparent sedimentation trends, impediments to drainage and trends, and pathways of floodwater as observed by these individuals. This work will augment quantitative work and may lead to minor adjustment of the planned sampling.

The CONTRACTOR will assess local absolute sea level rise and vertical land motion over historical, current, and projected future time periods using data and information obtained through coordination with subject matter experts from the University of Washington's Sea Grant Program and the USGS for sea level rise projections in this area. This will allow considerations for future drainage conditions with the existing features.

Assumptions:

- Permission for collecting samples and installing sampling instruments on private property will be coordinated by Island County.
- Most discrete sedimentation data collection will occur in the summer and early fall of 2016.

Deliverables:

- Communication, coordination, and invoicing with the Island County Natural Resources Manager during the course of the study.

- Preliminary map of intended sampling and instrumentation locations to facilitate Island County acquiring permission for sampling sites which are not within Island County ownership.
- Report synthesizing methods, map products, collected data, and analysis of processes and trends for the Iverson Preserve area, covering work elements outlined directly above. Report will be delivered in draft form, and following receipt of one consolidated set of comments from Island County, will be revised and updated to final form.

Task 2. Characterize Groundwater Behavior and Response to Tidal Movement

Task 2 work shall be carried out by a subcontractor, Skillings and Connelly, with field support from the CONTRACTOR. Data collection and analysis will be coordinated with the CONTRACTOR and the USGS to ensure efficiency and maximize resources. Groundwater and surface water levels will be measured at numerous locations within the Iverson Preserve area to determine daily and seasonal fluctuation due to storm events and tidal forcing. Work in this task will include the following:

- Install up to six (6) piezometers to collect groundwater data;
- Install three standpipes within the ditch system of Iverson Preserve to collect surface water elevations;
- Install one (1) standpipe in the northern pond to collect surface water elevations, for a total of up to ten (10 monitoring locations);
- Install data loggers set to record water levels within all piezometers and standpipes;
- Install weather gauge station;
- Monitor and maintain data loggers in use for the duration of the 13 month monitoring period. Data will be down loaded from all data loggers on a routine basis;
- Manual water level data will be routinely collected in piezometers and standpipes to verify proper data logger operation and to link data logger (height above sensor) data to local elevation datums;
- Complete a contributing basin analysis to determine surface water flows generated from storm events that affect Iverson Preserve. Storm events and surface water response will be modeled using Autodesk's Storm and Sanitary Sewer Analysis model; the results of which will also be discussed in the final Report. Hydrologic modeling will be used to determine how the Iverson Preserve area responds to flooding and how well the tide gate functions; and
- Prepare report outlining all data collected during the 13 month monitoring period. The report will synthesize all of the data collected and show any observable correlations between tidal events, storm events and ground and surface water elevation response. The report will provide a conclusion regarding how tide fluctuation and storm events (frequency, magnitude, timing with tide stage) influence ground and surface water elevations at the Iverson Preserve area.

Assumptions:

- Groundwater levels will be monitored through the use of piezometers.
- Surface water levels will be monitored within the drainage ditch system and ponds located within the Iverson Preserve and on adjacent properties.
- Daily fluctuations in water level elevations will be recorded with the use of submersible data loggers.
- Permission for installing the instruments on private property will be coordinated by Island County.
- Water level elevations will be monitored and recorded for a period of 13 months.
- Up to ten (10) monitoring locations will be installed and monitored in the Iverson Preserve area. One location will be north of the dike and tide gate to monitor unrestricted tidal elevations (at higher tides).
- A weather station will be installed to measure and record on-site precipitation levels and changes in barometric pressure over the course of the 13 month monitoring period. Barometric pressure measurements will be used to correct predicted tidal stage elevations to actual tidal stage elevations.

Corrected tidal elevations will be validated based on recorded water elevations from the monitoring site outside the dike.

- Precipitation measurements will be used as an input to the basin response model. Surface water elevations measured over the course of the monitoring period will be used to calibrate the model to reflect on-site conditions and hydrologic response.
- The top elevation of each monitoring casing (i.e. piezometer) will be identified through traditional survey methods.

Deliverables:

- Map of installed ground and surface monitoring locations.
- Contributing Basin Analysis.
- 13 months of ground and surface water elevation data, precipitation, and barometric pressure data.
- Report synthesizing collected data for the Iverson Preserve area. The Report will correlate observable groundwater level response to tidal events and stormwater events that occurred over the 13 month study period.

Iverson Preserve and Livingston Bay - CGS

Budget - Exhibit B

Hours and Expenses

	Coastal Geologic Services (Consultant)							(Sub-Consultant)	Skillings and Connelly (Sub-consultant)							
	Prin Geol Johannessen	Coastal PE Blue	Geomorph MacLennan	GIS Analyist Rishel	Env. Sci. Waggoner	CAD Tullis	Assoc Geo Cayen	WWU grad student labor	Principal in charge	Senior Env. Sci.	Staff Scientist	Engineer	Technician	Project Admin.	Direct Expenses	Total Cost
Task 1 - Sedimenation																
PM planning, mtgs, mob.	13				8		6								$110	$3,416
Field-cores	3				16		8	$600							$4,400	$7,682
Field-sediment traps					4		4	$1,000							$407	$2,107
Field-surface seds	9				5		7	$300							$220	$2,965
Data analysis-cores	6				14		24	$1,600							$6,000	$11,738
ADCP (USGS) current/water lev./temp./salinity/turbidity					5		3								$11,000	$11,727
Data analysis-surf seds	4	2			5		10								$1,762	$3,873
Historical bathymetry	4			2	9		2									$1,865
Historical shore change	7			5	15											$3,061
Reporting	19	4		6	27		12									$7,613
Task 1 - TOTAL																***$56,047***
Task 2 - Ground/surface water																
Install monitoring equipment	4				2					9	9				$2,860	$5,991
Contributing basin analysis												20	16			$3,951
Mon, maintain, download data	1				16					20	20				$605	$7,483
Report synthesizing data	2								2	27		4	8	1		$6,441
Task 2 - TOTAL																***$23,866***
GRAND TOTAL	**72**	**6**	**0**	**13**	**126**	**0**	**76**	**$3,500**	**2**	**56**	**29**	**24**	**24**	**1**	**$27,364**	**$79,913**
Hourly Rates	$158.00	$117.00	$122.00	$88.00	$101.00	$89.00	$74.00		$173.80	$165.00	$90.20	$125.40	$90.20	$99.00		

Figures rounded to the nearest dollar for final calculations.

WASHINGTON STATE Recreation and Conservation Office

Funding Board Project Agreement

Project Sponsor: Island County Department of Natural Resources **Project Number:** 15-1049P

Project Title: Iverson Preserve Stakeholder Integration **Approval Date:** 12/9/2015

A. PARTIES OF THE AGREEMENT

This Project Agreement (Agreement) is entered into between the State of Washington by and through the Recreation and Conservation Funding Board (RCFB or funding board) and Salmon Recovery Funding Board (SRFB or funding board) and the Recreation and Conservation Office, P.O. Box 40917, Olympia, Washington 98504-0917 and Island County by and through the Island County Department of Natural Resources (sponsor), PO Box 5000, Coupeville, WA 98239-5000 and shall be binding on the agents and all persons acting by or through the parties. The sponsor's Data Universal Numbering System (DUNS) Number is 19-3740040.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO) to the sponsor for the project named above per the director's authority granted in RCW 79A.25.020.

C. DESCRIPTION OF PROJECT

This project will build upon the two previous feasibility studies for the Iverson Marsh (Phillip Williams and Associates, 2001 and Sheldon & Associates, 2001) to further address the feasibility of restoring inter-tidal marsh at Iverson Marsh. The project area is approximately 120 acres and consists of 3,200 linear feet of shoreline with one hundred acres currently diked, drained and farmed for hay. It is located on the western edge of Livingston Bay on Camano Island, and in WRIA 6 High Priority Geographic Area 1 (ICSRP 2005, p. 27).

The 2001 feasibility studies included restoration alternatives and recommended that additional studies ensue to evaluate potential flood hazard risks to neighboring properties from proposed restoration actions. The main goal of this project is to integrate the stakeholder's concerns into an acceptable restoration alternative. Island County is interested in balancing the community's concerns with improving habitat for listed species and water quality. Staff will facilitate neighborhood/stakeholder meetings to work with existing plans and information from feasibility studies to inform the landowners to reach a consensus on alternatives to model and evaluate risks, and to explain the site restoration benefits to advance habitat restoration actions at Iverson Preserve.

The completed restoration project would improve feeding and rearing habitat for out-migrating juvenile salmon.

D. PERIOD OF PERFORMANCE

The period of performance begins on December 9, 2015 (project start date) and ends on June 30, 2017 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement or specifically provided for by WAC Titles 286, 420; or RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement.

The sponsor must request extensions of the period of performance at least 60 days before the project end date.

The sponsor has obligations beyond this period of performance as described in Section E: On-going Obligations.

E. ON-GOING OBLIGATIONS

For this planning project, the sponsor's on-going obligation shall be the same as the period of performance identified in Section D: Period of Performance.

F. PROJECT FUNDING

The total grant award provided by the funding board for this project shall not exceed $104,805.00. The funding board shall not pay any amount beyond that approved for grant funding of the project and within the funding board's percentage as identified below. The sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
SRFB - Puget Sound Acq. & Restoration	85.00%	$104,805.00	State
Project Sponsor	15.00%	$18,495.00	
Total Project Cost	100.00%	$123,300.00	

G. FEDERAL FUND INFORMATION

This project is match to the following federal funding source(s) and the same provisions apply as if this project were funded by the federal funding source(s) as a federal subaward:

Federal Agency: US Environmental Protection Agency
Catalog of Federal Domestic Assistance Number and Name: 66.123 - PSP
Federal Award Identification Number: PC-00J32101
Federal Fiscal Year: 2011
Federal Award Date: 12/29/2010
Total Federal Award: $12,269,999
Federal Award Project Description: Technical Investigations and Implementation Assistance Program

If federal funding information is included in this section, this Agreement is funded by a federal subaward from a portion of the total federal award. This funding is not research and development (R & D).

If the sponsor's total federal expenditures are $750,000 or more during the sponsor's fiscal-year, the sponsor is required to have a federal single audit conducted for that year in compliance with 2 C.F.R. Part 200, Sub Part F - Audit Requirements, Section 500 (2013). The sponsor must provide a copy of the final audit report to RCO within nine months of the end of the sponsor's fiscal year, unless a longer period is agreed to in advance by the federal agency identified in this section.

RCO may suspend all reimbursements if the sponsor fails to timely provide a single federal audit; further the RCO reserves the right to suspend any RCO Agreements with the sponsor if such noncompliance is not promptly cured.

H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement shall be interpreted in light of the information provided in the sponsor's application and the project summary under which the Agreement has been approved as well as documents produced in the course of administering the Agreement, including the eligible scope activities and milestones report incorporated herein by reference. Provided, to the extent that information contained in such documents is inconsistent with this Agreement, it shall not be used to vary the terms of the Agreement, unless those terms are shown to be subject to an unintended error or omission. This "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definition of the Standard Terms and Conditions.

I. AMENDMENTS MUST BE SIGNED IN WRITING

Except as provided herein, no amendment/deletions of any of the terms or conditions of this Agreement will be effective unless provided in writing and signed by both parties. Except, extensions of the period of performance and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

J. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCFB-SRFB POLICIES

This agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, including any applicable Clean Water Act: Section 320, 40 C.F.R. parts 31 and 35 subpart P, RCW 77.85, WAC 420 and RCFB and/or SRFB policies published in RCO manuals as of the effective date of this agreement, all of which are incorporated herein by this reference as if fully set forth.

K. SPECIAL CONDITIONS

None

L. AGREEMENT CONTACTS

The parties will provide all written communications and notices under this Agreement to the mail address or the email address listed below if not both:

Project Contact

Name: Lori Clark
Title:
Address: PO Box 5000
Coupeville, WA 98239
Email: l.clark@co.island.wa.us

SRFB

Recreation and Conservation Office
Natural Resources Building
PO Box 40917
Olympia, Washington 98504-0917

These addresses shall be effective until receipt by one party from the other of a written notice of any change.

M. ENTIRE AGREEMENT

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

N. EFFECTIVE DATE

This Agreement, for project 15-1049P, shall be subject to the written approval of the RCO's authorized representative and shall not be effective and binding until the date signed by both the sponsor and the RCO, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in Section D: Period of Performance are allowed only when this Agreement is fully executed and an original is received by RCO.

The sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement. The signators listed below represent and warrant their authority to bind the parties to this Agreement.

Island County

By: _____ **Date:** 2/16/16

Name: (printed) Richard M. Hannold, Chair

Title: Board of County Commissioners

Island County, Washington

State of Washington, Recreation Conservation Office
On behalf of the Recreation and Conservation Funding Board (RCFB or funding board) and Salmon Recovery Funding Board (SRFB or funding board)

By: _____ **Date:** 2/22/16

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: /s/ **Date:** July 20, 2015

Assistant Attorney General

RECEIVED
FEB 22 2016
WA STATE
RECREATION AND CONSERVATION OFFICE

Standard Terms and Conditions of the Project Agreement

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SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

A. Any citations referencing specific documents refer to the current version at the date of project Agreement and/or any revisions in the future.

B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:
acquisition project - A project that purchases or receives a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.
Agreement or Project Agreement - The document entitled "Project Agreement" accepted by all parties to the present transaction, including without limitation these Standard Terms and Conditions, all attachments, addendums, and amendments, and any intergovernmental agreements or other documents that are incorporated into the Project Agreement subject to any limitations on their effect.
applicant - Any party that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the funding board.
application - The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.
C.F.R. - Code of Federal Regulations
contractor - An entity that receives a contract from a sponsor. A contract is a legal instrument by which a non-Federal entity (sponsor) purchases property or services to carry out the project or program under a Federal award. A contractor is not the same as the sponsor or subrecipient. A contract is for the purpose of obtaining goods and services for the non-Federal entity's (sponsor's) own use and creates a procurement relationship with the contractor (2 C.F.R § 200.23 (2013)).
development project - A project that results in the construction of or work resulting in new elements, including but not limited to structures, facilities, and/or materials to enhance outdoor recreation resources.
director - The chief executive officer of the Recreation and Conservation Office or that person's designee.
education project - A project that provides information, education, and outreach programs for the benefit of outdoor recreationists.
education and enforcement project - A project that provides information, education, and outreach programs; encourages responsible recreational behavior, and may provide law enforcement for the benefit of outdoor recreationists.
equipment - Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the sponsor or $5,000 (2 C.F.R. § 200.33 (2013)).
funding board - The board that authorized the funds in this Agreement, either the Recreation and Conservation Funding Board (RCFB) created under chapter 79A.25.110 RCW, or the Salmon Recovery Funding Board (SRFB) created under chapter 77.85.110 RCW.
indirect cost - Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. § 200.56 (2013)).
landowner agreement - An agreement that is required between a sponsor and landowner for projects located on land not owned, or otherwise controlled, by the sponsor.
maintenance project - A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreationists.
maintenance and operation project - A project that maintains existing areas and facilities through repairs, upkeep, and routine servicing for the benefit of outdoor recreationists.
match or matching share - The portion of the total project cost provided by the sponsor.
milestone - An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.
pass-through entity - A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 C. F. R. § 200.74 (2013)). If this Agreement is a federal subaward, RCO is the pass-through entity.
period of performance - The time during which the sponsor may incur new obligations to carry out the work authorized under this this Agreement (2 C.F.R. § 200.77 (2013)).
planning (RCFB projects only) - A project that results in one or more of the following: a study, a plan, construction plans and specifications, and permits to increase the availability of outdoor recreational resources.
planning (SRFB projects only) - A project that results in a study, assessment, project design, or inventory.
pre-agreement cost - A project cost incurred before the period of performance.

project - An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.
project cost - The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).
RCO - Recreation and Conservation Office - The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.
reimbursement - RCO's payment of funds from eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.
renovation project - A project intended to improve an existing site or structure in order to increase its useful service life beyond original expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.
restoration project - A project that brings a site back to its historic function as part of a natural ecosystem or improves the ecological functionality of a site.
RCW - Revised Code of Washington
RTP - Recreational Trails Program - A federal grant program administered by RCO that allows for the development and maintenance of backcountry trails.
secondary sponsor - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.
sponsor or primary sponsor - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors. For projects funded with federal money, the sponsor is a subrecipient, which is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200. 93 (2013)).
subaward - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 C.F.R. § 200.92 (2013)). A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a Federal subaward, the subaward amount is the grant program amount in Section F: Project Funding.
subrecipient - Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a Federal subaward, the sponsor is the subrecipient.
WAC - Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

The sponsor and secondary sponsor where applicable, shall undertake the project as described in this Agreement, the sponsor's application, and in accordance with the sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the funding board. All submitted documents are incorporated by this reference as if fully set forth herein. Also see Section 36: Order of Precedence.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the sponsor without prior written consent of the RCO.

SECTION 4. RESPONSIBILITY FOR PROJECT

While the funding board undertakes to assist the sponsor with the project by providing a grant pursuant to this Agreement, the project itself remains the sole responsibility of the sponsor. The funding board undertakes no responsibilities to the sponsor, a secondary sponsor, or to any third party, other than as is expressly set out in this Agreement. The responsibility for the implementation of the project is solely that of the sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project is sponsored by more than one entity, any and all sponsors are equally responsible for the project and all post-completion stewardship responsibilities.

SECTION 5. INDEMNIFICATION

The sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence of, or the breach of any obligation under this Agreement by, the sponsor or the sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

Provided that nothing herein shall require a sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the sponsor or the sponsor's

agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the Sponsor is legally liable, and (b) the State its employees and agents for whom it is vicariously liable, the indemnity obligation shall be valid and enforceable only to the extent of the sponsor's negligence or the negligence of the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

This provision shall be included in any Agreement between sponsor and any contractors, subcontractors and vendors, of any tier.

The sponsor shall also defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the sponsor or the sponsor's agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable, in performance of the Work under this Agreement or arising out of any use in connection with the Agreement of methods, processes, designs, information or other items furnished or communicated to State, its agents, officers and employees pursuant to the Agreement; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from State's, its agents', officers' and employees' failure to comply with specific written instructions regarding use provided to State, its agents, officers and employees by the sponsor, its agents, employees, contractors, subcontractors or vendors, of any tier, or any other persons for whom the sponsor may be legally liable.

The sponsor specifically assumes potential liability for actions brought by the sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51.

The RCO is included within the term State, as are all other agencies, departments, boards, or other entities of state government.

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

The sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the funding board or RCO. The sponsor will not hold itself out as nor claim to be an officer, employee or agent of RCO, a funding board or of the state of Washington, nor will the sponsor make any claim of right, privilege or benefit which would accrue to an employee under Chapters 41.06 or 28B RCW.

The sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

SECTION 7. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the sponsor in the procurement of, or performance under, this Agreement.

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the sponsor as it could pursue in the event of a breach of the Agreement by the sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

The sponsor will implement the Agreement in accordance with applicable federal, state, and local laws, regulations and RCO and funding board policies regardless of whether the sponsor is a public or non-public organization.

The sponsor shall comply with, and RCO is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, and/or policies, including, but not limited to: State Environmental Policy Act; Industrial Insurance Coverage; Architectural Barriers Act; permits (shoreline, Hydraulics Project Approval, demolition); land use regulations (critical areas ordinances, Growth Management Act); federal and state safety and health regulations (Occupational Safety and Health Administration/Washington Industrial Safety and Health Act); and Buy American Act.

A. Nondiscrimination Laws. The sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the funding board. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.

B. Wages and Job Safety. The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety. The sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

C. Archaeological and Cultural Resources. The RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must assist RCO in compliance with Executive Order 05-05 or the National Historic Preservation Act before initiating ground-disturbing activity. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.

D. Restrictions on Grant Use. No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

No part of any funds provided under this grant shall be used to pay the salary or expenses of any sponsor, or agent acting for such sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.

E. Debarment and Certification. By signing the Agreement with RCO, the sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on the "Contractors not Allowed to Bid on Public Works Projects" list.

SECTION 9. RECORDS

A. Maintenance. The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: Project Reimbursements. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

B. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.

C. Public Records. Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the state sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 10. PROJECT FUNDING

A. Authority. This agreement is funded through a grant award from the recreation and conservation funding board per WAC 286-13-050 and/or the salmon recovery funding board per WAC 420-04-050. The director of RCO enters into this agreement per delegated authority in RCW 79A.25.020 and 77.85.120.

B. Additional Amounts. The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.

C. Before the Agreement. No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.

D. Requirements for Federal Subawards. Pre-agreements costs before the federal award date in Section F: Project Funding are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).

E. After the Period of Performance. No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the funding board may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

SECTION 11. PROJECT REIMBURSEMENTS

A. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. The sponsors may only request reimbursement for eligible and allowable costs incurred during the period of performance. The sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section F: Project Funding. Reimbursement shall not be approved for any expenditure not incurred by the sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations, which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.

B. Reimbursement Request Frequency. Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.

C. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.

D. Retainage Held Until Project Complete. RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
2. On-site signs are in place (if applicable);
3. A final project report is submitted to and accepted by RCO;
4. Any other required documents are complete and submitted to RCO;
5. A final reimbursement request is submitted to RCO;
6. The completed project has been accepted by RCO;
7. Final amendments have been processed; and
8. Fiscal transactions are complete.
9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.

E. Requirements for Federal Subawards: Match. The sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the sponsor's matching share when such contributions meet all of the following criteria:
1. Are verifiable from the non-Federal entity's (sponsor's) records;
2. Are not included as contributions for any other Federal award;
3. Are necessary and reasonable for accomplishment of project or program objectives;
4. Are allowable under 2 C.F.R. Part 200, Subpart E-Cost Principles (2013);
5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section G: Federal Fund Information of this Agreement; and
7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D-Post Federal Award Requirements (2013), as applicable.

F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (sponsor) must:
1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the sponsor.
2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

SECTION 12. ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements. See WAC 420-12.

SECTION 13. RECOVERY OF PAYMENTS

A. Recovery for Noncompliance. In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.

B. Overpayment Payments. The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

C. Requirements for Federal Subawards. The pass-through entity (RCO) may impose any of the remedies as authorized in 2 C.F.R §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

SECTION 14. COVENANT AGAINST CONTINGENT FEES

The sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an Agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the sponsor, to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

SECTION 15. INCOME AND USE OF INCOME

A. RCFB Projects. See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

B. Income.

1. Compatible source. The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.

2. Fees. User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:
   (a) Value of any service(s) furnished;
   (b) Value of any opportunities furnished; and
   (c) Prevailing range of public fees in the state for the activity involved.
   (d) Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).

C. Use of Income. Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:

1. The sponsor's matching resources;

2. The project's total cost;

3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;

4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or

5. Capital expenses for similar acquisition and/or development and renovation.

D. Requirements for Federal Subawards. Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. PROCUREMENT REQUIREMENTS

A. Procurement Requirements. If Sponsors have a procurement process that follows applicable state and/or required federal procurement principles, it must be followed. If no such process exists the sponsor must follow these minimum procedures:

1. Publish a notice to the public requesting bids/proposals for the project;

2. Specify in the notice the date for submittal of bids/proposals;

3. Specify in the notice the general procedure and criteria for selection; and

4. Comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any other entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

B. Requirements for Federal Subawards.

1. For all Federal subawards except RTP projects, non-Federal entities (sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).

2. For RTP subawards, sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

SECTION 17. TREATMENT OF EQUIPMENT

A. Discontinued Use. Equipment shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the equipment for the purpose for which it was funded, RCO will require the sponsor to deliver the equipment to RCO, dispose of the equipment according to RCO policies, or return the fair market value of the equipment to RCO. Equipment shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.

B. Loss or Damage. The sponsor shall be responsible for any loss or damage to equipment which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that equipment in accordance with sound management practices.

C. Requirements for Federal Subawards. Except RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):

1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.

4. Adequate maintenance procedures must be developed to keep the property in good condition.

5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

D. Requirements for RTP Subawards. The subrecipient (sponsor) shall follow such policies and procedures allowed by the State with respect to the use, management and disposal of equipment acquired under a Federal award (2 C.F.R § 1201.313 (2013)).

SECTION 18. RIGHT OF INSPECTION

The sponsor shall provide right of access to the project to RCO, 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 Agreement.

If a landowner agreement or other form of control and tenure as described in Section 22.B: Control and Tenure has been executed, it will further stipulate and define the funding board and RCO's right to inspect and access lands acquired or developed with funding board assistance.

SECTION 19. STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in policy documents approved by the funding boards or RCO. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the funding board.

SECTION 20. PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted projects on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Even so, the funding board discourages the imposition of differential fees. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

SECTION 21. ACKNOWLEDGMENT AND SIGNS

A. Publications. The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.

B. Signs. The sponsor also shall post signs or other appropriate media during the project period of performance and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.

C. Ceremonies. The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.

D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
   1. The fund source;
   2. The percentage of the total costs of the project that is financed with federal money;
   3. The dollar amount of federal funds for the project; and
   4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

SECTION 22. PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION AND RESTORATION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is for construction of land or facilities in a development, maintenance, renovation or restoration project:

A. Document Review and Approval. The sponsor agrees to submit one copy of all construction plans and specifications to RCO for review prior to implementation or as otherwise identified in the milestones. Review and approval by RCO will be for compliance with the terms of this Agreement. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.

B. Control and Tenure. The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement.

C. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

> *"During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."*

D. Use of Best Management Practices. Sponsors are encouraged to use best management practices developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition project:

A. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.

B. Evidence of Title. The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.

C. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.

D. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.

   1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. See WAC 420-12 or 286-13. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.

   2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

   3. Easements and Leases. The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

E. Real Property Acquisition and Relocation Assistance

1. Federal Acquisition Policies. When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

2. State Acquisition Policies. When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.

F. Buildings and Structures. In general, grant funds are to be used for outdoor recreation, habitat conservation, or salmon recovery. Sponsors agree to remove or demolish ineligible structures. Sponsors must consult RCO regarding compliance with Section 8.C.: Archaeological and Cultural Resources before structures are removed or demolished.

G. Hazardous Substances.

1. Certification. The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
a. No hazardous substances were found on the site, or
b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."

2. Responsibility. Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.

H. Requirements for Federal Subawards. The non-Federal entity (sponsor) must submit reports at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal interest in the real property extends 15 years or longer. In those instances where the Federal interest attached is for a period of 15 years or more, the Federal awarding agency or the pass-through entity (RCO), at its option, may require the sponsor to report at various multi-year frequencies (e.g., every two years or every three years, not to exceed a five-year reporting period; or a Federal awarding agency or RCO may require annual reporting for the first three years of a Federal award and thereafter require reporting every five years) (2 C.F.R § 200.329 (2013)).

SECTION 24. RESTRICTION ON CONVERSION OF REAL PROPERTY AND/OR FACILITIES TO OTHER USES

The sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this Agreement to uses other than those purposes for which funds were approved without prior approval of the funding board in compliance with applicable statutes, rules, and funding board policies. Also see WAC Title 286 or 420. It is the intent of the funding board's conversion policy, current or as amended in the future, that all real property or facilities acquired, developed, renovated, and/or restored with funding assistance remain in the public domain in perpetuity unless otherwise identified in the Agreement or as approved by the funding board. Determination of whether a conversion has occurred shall be based upon applicable law and RCFB/SRFB policies.

For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

When a conversion has been determined to have occurred, the sponsor is required to remedy the conversion per established funding board policies.

SECTION 25. CONSTRUCTION, OPERATION, USE AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force only if the project described in this Agreement is an acquisition, development, maintenance, renovation or restoration project:

A. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:

1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.

2. In a reasonably safe condition for the project's intended use.

3. Throughout its estimated useful service life so as to prevent undue deterioration.

4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

B. Open to the public. Facilities open and accessible to the general public must:

1. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.

2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.

3. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

SECTION 26. PROVISIONS RELATED TO CORPORATE (INCLUDING NONPROFIT) SPONSORS

A corporate sponsor, including any nonprofit sponsor, shall:

A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.

B. Notify RCO prior to corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.

C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

SECTION 27. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded with a federal subaward as identified in Section G: Federal Fund Information.

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

Federally assisted construction contract means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. (41 C.F.R. § 60-1.3)

Construction work means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. (41 C.F.R. § 60-1.3)

B. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities (sponsors) must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity (sponsor) must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U. S. C. 3145), as supplemented by Department of Labor regulations (29 C.F.R Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient (sponsor) must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity (sponsor) must report all suspected or reported violations to the Federal awarding agency identified in Section G: Federal Fund Information.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity (sponsor) in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (sponsor) must comply with the requirements of 37 C.F.R 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.

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

F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

H. Required Insurance. The non-Federal entity (sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).

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

SECTION 28. PROVISIONS FOR FIREARMS AND ARCHERY RANGE RECREATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Firearms and Archery Range Recreation Account.

A. Liability Insurance. The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars ($1,000,000) for the death of, or injury to, each person.

B. Insurance Endorsement. The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.

C. Length of Insurance. The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement in Section E: On-going Obligation.

D. Notice of Cancellation. The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.

E. Government Agencies. The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.

F. Sole Duty of the Sponsor. By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

SECTION 29. PROVISIONS FOR LAND AND WATER CONSERVATION FUND PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Land and Water Conservation Fund.

If the project has been approved by the National Park Service, US Department of the Interior, for funding assistance from the federal Land and Water Conservation Fund (LWCF), the "Project Agreement General Provisions" in the LWCF State Assistance Program Federal Financial Assistance Manual are also made part of this Agreement and incorporated herein. The sponsor shall abide by these LWCF General Provisions, in addition to this Agreement, as they now exist or are hereafter amended. Further, the sponsor agrees to provide RCO with reports or documents needed to meet the requirements of the LWCF General Provisions.

SECTION 30. PROVISIONS FOR FARMLAND PRESERVATION ACCOUNT PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Washington Wildlife and Recreation Program Farmland Preservation Account.

For projects funded through the Washington Wildlife and Recreation Program Farmland Preservation Account, the following sections will not apply if covered separately in a recorded RCO approved Agricultural Conservation Easement:

A. Section 15 - Income and Income Use;
B. Section 19 - Stewardship and Monitoring;
C. Section 21 - Acknowledgement and Signs;
D. Section 23 - Provisions applying to Acquisition Projects, Sub-sections D, F, and G;
E. Section 24 - Restriction on Conversion of Real Property and/or Facilities to Other Uses; and
F. Section 25 - Construction, Operation and Maintenance of Assisted Projects.

SECTION 31. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded by the SRFB.

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the sponsor shall not commence with clearing of riparian trees or in-water work unless either the sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this project Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

SECTION 32. PROVISIONS FOR PUGET SOUND ACQUISITION AND RESTORATION PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Puget Sound Acquisition and Restoration program.

The sponsor agrees to the following terms and conditions:

A. Cost Principles/Indirect Costs for State Agencies. Sub-Recipient (sponsor) will comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement and in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.

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

C. Credit and Acknowledgement. In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.

D. Hotel Motel Fire Safety Act. Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ http://www.usfa.dhs.gov/applications/hotel to see if a property is in compliance or to find other information about the Act.

E. Drug Free Workplace Certification. Sub-recipient (sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: http://ecfr.gpoaccess.gov.

F. 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 the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs which are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except for the extent authorized as a direct cost of carrying out the scope of work.

G. Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA). This provision applies only to a Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor), if any. Sub-recipient (sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

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

Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor) must inform RCO immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

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

H. Lobbying. The chief executive officer of this recipient agency (sponsor) shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The recipient (sponsor) shall abide by their respective Cost Principles (OMB Circulars A-21, A-87, and A-122), which generally prohibits the use of federal grant funds for litigation against the U. S. or for lobbying or other political activities.

The sponsor agrees to comply with 40 C.F.R. Part 34, New Restrictions on Lobbying. Sponsor shall include the language of this provision in award documents for all sub-awards exceeding $100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any sponsor who makes a prohibited expenditure under 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure.

All contracts awarded by sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at 40 C.F.R. Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

I. Reimbursement Limitation. If the sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the RCO approved budget.

J. Disadvantaged Business Enterprise Requirements. Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.

K. Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for the purchase or Agreement and are as follows:
Purchased Goods 8% MBE 4% WBE
Purchased Services 10% MBE 4% WBE
Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no Agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and sponsor and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:
1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

L. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more of the following conditions are met:
1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
2. $3,000 or more is included for supplies; or
3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
4. Described in items (a) and (b).

When completing the form, recipients (sponsors) should disregard the quarterly and semi-annual boxes in the reporting period section 1B of the form. For annual submissions, the reports are due by October 30th of each year or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on planned procurements. Recipients (sponsors) with funds budgeted for non-supply procurement and/or $3,000 or more in supplies are required to report annually whether the planned procurements take place during the reporting period or not. If no procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to the DBE Coordinator in the sponsor's region. Contact information can be found at http://www.epa.gov/osbp/contactpage.htm. The coordinators can also answer any questions.

Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. To be in compliance with regulations, the sponsor must submit a final MBE/WBE report.
Non-compliance may impact future competitive grant proposals. The current EPA From 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm.

M. SIX GOOD FAITH EFFORTS, 40 C.F.R., Part 33, Subpart C. Pursuant to 40 C.F.R. § 33.301, the sponsor agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients (sponsors), and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:
1. Ensure Disadvantaged Business Enterprise (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government sponsors, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government sponsors, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

4. Encourage contracting with a consortium of DBEs when an Agreement is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
6. If the sponsor awards subcontracts, require the sponsor to take the steps in paragraphs (1) through (5) of this section.

N. Lobbying & Litigation. By signing this agreement, the sponsor certifies that none of the funds received from this agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

The chief executive officer of this sponsor agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Attachment in 2 CF.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

For subawards exceeding $100,000, EPA requires the following certification and disclosure forms:
Certification Regarding Lobbying, EPA Form 6600-06: http://www.epa.gov/ogd/AppKit/form/Lobbying_sec.pdf
Disclosure of Lobbying Activities, SF LLL: http://www.epa.gov/ogd/AppKit/form/sfillin_sec.pdf

Legal expenses required in the administration of Federal programs are allowable. Legal expenses for prosecution of claims against the Federal Government are unallowable.

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

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

As of January 1, 2014, the limit is $602.24 per day $75.28 per hour.

P. Peer Review. Where appropriate, prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review, and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Project Monitor prior to releasing any final reports or products resulting from the funded study.

SECTION 33. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA AND MARINE SHORELINE

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA or the Marine Shoreline Protection program.

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

A. Administrative Conditions

1. Cost Principles. The sponsor agrees to comply with the cost principles of 2 C.F.R Part 200 (2013). Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and in-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.

2. Audit Requirements. The sponsor shall fully comply with requirements of 2 C.F.R. Part 200, Subpart F- Audit Requirements (2013), if applicable. See also Section F: Project Funding.

3. Hotel-Motel Fire Safety Act. Pursuant to 40 C.F.R. 30.18, if applicable, and 15 U.S.C 2225a, sponsor 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. The sponsor 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.

4. Recycled Paper

   a. Institutions of Higher Education Hospitals and Non-Profit Organizations. In accordance with 40 C.F.R. 30.16, sponsor 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.

b. 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 C.F.R. 247.

c. State and Local Institutions of Higher Education and Non-Profit Organizations. In accordance with 40 C.F.R. § 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.

d. State Tribal and Local Government Recipients. 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), the sponsor 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.

5. Lobbying. The sponsor agrees to comply with Title 40 C.F.R. Part 34, New Restrictions on Lobbying. The sponsor shall include the language of this provision in award documents for all sub-awards exceeding $100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

   In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 C.F.R. Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure. See also Section 11: Compliance with Applicable Federal Laws.

   a. Part 30 Recipients. All contracts awarded by the sponsor shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

      Pursuant to Section 18 of the Lobbying Disclosure Act, the sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

   b. Lobbying and Litigation. The sponsor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Appendix in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

6. Suspension and Debarment. The sponsor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. The sponsor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. The sponsor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The sponsor acknowledges that failing to disclose the information as required at 2 C.F.R. § 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

   The sponsor may access the Excluded Parties List System at: http://www.epls.gov. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'. See also Section 27: Provisions for Federal Subawards Only.

7. Drug-Free Workplace Certification. The sponsor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the sponsor must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.

   a. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C.

   b. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. The sponsor can access 2 C.F.R Part 1536 at http://ecfr.gpoaccess.gov.

8. 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.

9. Reimbursement Limitation. If the sponsor expends more than the grant amount in this Agreement in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the approved budget. See also Section 11: Project Reimbursements.

10. Trafficking in Persons. The following prohibition statement applies to the sponsor, and all sub-awardees of the sponsor. The sponsor must include this statement in all sub-awards made to any private entity under this Agreement.

"YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."

11. Disadvantaged Business Enterprise Requirements, General Compliance. The sponsor 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 C.F.R. Part 33.

12. Sub-Awards. If the sponsor makes sub-awards under this Agreement, the sponsor is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. The sponsor agrees to:

    a. Establish all sub-award agreements in writing;

    b. Maintain primary responsibility for ensuring successful completion of the approved project (SPONSORS CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE);

    c. Ensure that any sub-awards comply with the standards in 2 C.F.R. Part 200, and are not used to acquire commercial goods or services for the sub-awardee;

    d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;

    e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;

    f. Obtain RCO's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and

    g. Obtain approval from RCO for any new sub-award work that is not outlined in the approved work plan in accordance with 40 C.F.R. Parts 30.25 and 31.30, as applicable.

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

14. Fly America Act. The sponsor agrees to comply with 49 U.S.C. 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients 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 sponsor 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 sponsor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

15. Recovered Materials. The sponsor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247. See also Section 27: Provisions for Federal Subawards Only.

16. Copeland "Anti-Kickback" Act. All contracts and subgrants in excess of $2,000 for construction or repair awarded by recipients and subrecipients 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 C,F,R, Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient 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 recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

17. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7). When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

18. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2,500 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 C.F.R. 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. See also Section 27: Provisions for Federal Subawards Only.

19. 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 recipient in any resulting invention in accordance with 37 C.F.R. 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. See also Section 27: Provisions for Federal Subawards Only.

20. FY12 APPR ACT: Unpaid Federal Tax liabilities and Federal Felony Convictions. This Agreement 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 recipient 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 recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

B. Programmatic Conditions:

1. Semi-Annual FEATS Performance Reports. The sponsor is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by RCO. The sponsor agrees to include brief information on each of the following areas:

   a. Comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;

   b. The reasons for slippages if the established outputs/outcomes were not met; AND

   c. Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

   Reporting periods are from October 1 to March 31 and April 1 to September 30. Performance reports are due to RCO 15 days after the end of each reporting period.

2. Final Performance Report. In addition to the periodic performance reports, the sub-recipient will submit a final performance report to RCO within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the RCO Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.

3. 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 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."

4. 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.

   RCO 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.

5. 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 RCO Grants Manager prior to releasing any final reports or products resulting from the funded study.

6. Quality Assurance Requirements. Acceptable Quality Assurance documentation must be submitted to the Grant Program within 30 days of acceptance of this agreement or another date as negotiated with the RCO Grants Manager. The National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until RCO or the NEP Quality Coordinator has approved the quality assurance document. The sponsor will submit all Quality Assurance documentation to the following address. Please copy the Grant Program on all correspondence with the NEP Quality Coordinator. Thomas H. Gries, NEP Quality Coordinator Department of Ecology Tgri460@ecy.wa.gov 360.407.6327.

7. Environmental Data and Information Technology. Sub-recipients 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 sub-recipient. More information about STORET can be found at http://www.epa.gov/STORET.

SECTION 34. PROVISIONS FOR ESTUARY AND SALMON RESTORATION PROGRAM - EPA PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Estuary and Salmon Restoration Program - EPA.

A. DUNS and CCR Requirements

1. Unless otherwise exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the CCR until submission of its final financial report required under this Agreement or receive the final payment, whichever is later.

2. The sponsor may not make a sub-award to any entity unless the entity has provided its DUNS number to the sponsor.

B. FY2011 ACORN Funding Restriction. No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

SECTION 35. PROVISIONS FOR MARINE SHORELINE PROTECTION PROGRAM PROJECTS ONLY

The following provisions shall be in force only if the project described in this Agreement is funded from the Marine Shoreline Protection program.

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

A. Federal Finance Report (FFR). Recipients (sponsor) shall submit final Federal Financial Reports (FFR), Standard Form 425 (SF-425), to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at www.epa.gov/ocfo/finservices/forms.htm. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, 4220 S. Maryland Pkwy Bldg C, Rm 503, Las Vegas, NV 89119, or by FAX to: 702-798-2423. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients (sponsor) will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement. EPA may take enforcement actions in accordance with 40 C.F.R. § 30.62 and 40 C.F.R. § 31.43 if the recipient does not comply with this term and condition.

B. Reimbursement Limitation. If the sponsor 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 and RCO is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.

C. DUNS and CCR Requirements

1. Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM). Unless the sponsor is exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for Data Universal Numbering System (DUNS) numbers. If the sponsor is authorized to make subawards under this award, the sponsor:

a. Must notify potential subrecipients that no entity may receive a subaward from the sponsor unless the entity has provided its DUNS number to the sponsor.

b. May not make a subaward to an entity unless the entity has provided its DUNS number to the spnosor.

3. Definitions. For purposes of this award term:

   a. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site http://www.sam.gov.

   b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

   c. Entity as it is used in this award term, means all of the following, as defined at 2 C.F.R Part 25, subpart C:

      i. A Governmental organization, which is a State, local government, or Indian tribe;
      ii. A foreign public entity;
      iii. A domestic or foreign nonprofit organization;
      iv. A domestic or foreign for-profit organization; and
      v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

   d. Subaward:

      i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
      ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMS Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
      iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

   e. Subrecipient means an entity that:

      i. Receives a subaward from you under this award; and
      ii. Is accountable to you for the use of the Federal funds provided by the subaward.

D. CIVIL RIGHTS OBLIGATIONS

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

2. Statutory Requirements. In carrying out this agreement, the recipient must comply with:

   a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.

   b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and

   c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving

   d. Federal financial assistance.

   If the recipient is conducting an education program under this agreement, it must also comply with Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

   If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

3. Regulatory Requirements. The recipient agrees to comply with all applicable EPA civil rights regulations, including:

   a. For Title IX obligations, 40 C.F.R. Part 5; and

   b. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.

   c. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

4. Title VI - LEP, Public Participation and Affirmative Compliance Obligation.

   a. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004 register&docid=fr25jn04-79.pdf

   b. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients 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 recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

E. Additional Term and Condition for Agricultural Landowners - Riparian Buffer Term for Agricultural Landowners. To be eligible for NEP implementation funding, provided directly or through a subaward, a private agricultural land owner whose property borders fresh or estuarine waters must establish and maintain a riparian buffer on all water courses on the property consistent with the National Marine Fisheries Service (NMFS) guidelines for Riparian Buffers Along Agricultural Water Courses in NW Washington and NRCS guidance on the NMFS guidelines. A land owner may be excluded from meeting this requirement if the funding is used solely for removal of shoreline armoring, onsite sewage system repair or replacement, engineered dike setbacks, or culvert or tide-gate replacements that provide for fish passage at all life stages. In some cases, the NJ\.1FS recommendations are framed in terms of ranges of buffer widths rather than point estimates, and expressed as probabilities of achieving desired outcomes. Local conditions and local circumstances matter, and may affect the choice of the riparian buffer most effective at achieving salmon recovery. Buffer widths may be less than specified in the table in cases where there is a scientific basis for doing so and all affected tribes in the watershed agree to deviations from the NMFS guidelines or where there are physical constraints on an individual parcel (e.g. transportation corridors, structures, naturally occurring.

SECTION 36. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

A. Federal law and binding executive orders;
B. Code of federal regulations;
C. Terms and conditions of a grant award to the state from the federal government;
D. Federal grant program policies and procedures adopted by a federal agency;
E. State law;
F. Washington Administrative Code;
G. Project Agreement;
H. Board policies and procedures.

SECTION 37. AMENDMENTS

Amendments to this Agreement shall be binding only if in writing and signed by personnel authorized to bind each of the parties except period of performance extensions in and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension or scope adjustment is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

SECTION 38. LIMITATION OF AUTHORITY

Only RCO or RCO'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 Agreement. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by RCO.

SECTION 39. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

SECTION 40. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 41. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

SECTION 42. TERMINATION

The funding board and RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause. The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:
   1. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
   2. If the sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

   In the event this Agreement is terminated by the funding board or director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

B. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.

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

SECTION 43. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:
A. The disputed issues;
B. The relative positions of the parties;
C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 44. 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.

SECTION 45. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SECTION 46. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (State) and a federally recognized Indian Tribe, the following governing law/venue applies, but only between those parties:

A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court; otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court.

B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from a lawsuit arising out of this agreement, including any third party claims relating to any work performed under this agreement, shall be binding and enforceable on the parties. Any money judgment or award against a tribe, tribal officers and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F - Project Funding of the Agreement in order to satisfy the judgment.

C. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance, or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

SECTION 47. SEVERABILITY

The provisions of this Agreement 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 Agreement.

Eligible Scope Activities

Project Sponsor:	Island County Department of Natural Resources	**Project Number:**	15-1049P
Project Title:	Iverson Preserve Stakeholder Integration	**Project Type:**	Planning
Program:	Puget Sound Acq. & Restoration	**Approval:**	12/9/2015

Planning Metrics

Worksite #1, Iverson Marsh

Targeted salmonid ESU/DPS (A.23):	Chinook Salmon-Puget Sound ESU, Chum Salmon-Puget Sound/Strait of Georgia ESU, Coho Salmon-Puget Sound/Strait of Georgia ESU, Pink Salmon-Odd year ESU
Targeted species (non-ESU species):	Bull Trout, Searun Cutthroat
Area Encompassed (acres) (B.0.b.1):	120.0
Miles of Stream Affected (B.0.b.2):	0.01

Restoration Planning And Coordination Project

Conducting habitat restoration scoping and feasibility studies (B.1.b.8)

Project Identified in a Plan or Watershed Assessment (B.1.b.8.a):	Iverson Marsh Feasibility Study
Description of the Plan (B.1.b.8.b):	2005 Puget Sound Chinook Recovery Plan, Island County Chapter.
Name and Description of Plan:	The Iverson Marsh Stakeholder Integration Project will build upon the two previous Feasibility Studies for the Iverson Preserve (Iverson Farm Restoration Feasibility Study, 2001, and Flood Study to Determine Alternatives for Restoration and Enhancement of Marsh Habitat and Shoreline Process for the Iverson Farm Property on Camano Island, 2001) to further address the feasibility of restoring the inter-tidal marsh and partial or all of the old Iverson Farm.

Milestone Report By Project

Project Number: 15-1049 P
Project Name: Iverson Preserve Stakeholder Integration
Sponsor: Island Co. Dept. Natural Res.
Project Manager: Marc Duboiski

X	!	Milestone	Target Date	Comments/Description
X		Project Start	12/09/2015	
X		Data Gathering Started	12/09/2015	
		RFP Complete/Consultant Hired	03/31/2016	
	!	Progress Report Submitted	04/30/2016	
	!	Annual Project Billing	07/31/2016	
	!	Progress Report Submitted	10/31/2016	
		Draft Plan to RCO	12/31/2016	Draft Reports, See Manual #18, Appendix D-1, Conceptual Design Deliverables.
		Draft Plan to RCO	03/31/2017	
	!	Progress Report Submitted	03/31/2017	
		Final Plan to RCO	06/30/2017	Final Narrative Report
		Final Report in PRISM	06/30/2017	
	!	Agreement End Date	06/30/2017	
		Final Billing to RCO	08/31/2017	

X = Milestone Complete

! = Critical Milestone

DEPARTMENT OF
ECOLOGY
State of Washington

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

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

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

1. Move $2,450 from Task 3 Phytoremediation to Task 1 Project Administration/Management
Due to a change in our partner's plans, the Island County MRC will not be conducting pre- and post-monitoring at a phytoremediation site. We are requesting to move these funds to Task 1, to be used towards the MRC website upgrade.

Deliverables: Deliverables 3.2 and 3.3 will not be completed.

2. Increase Task 1 Project Administration/Management funds by $6,000
The MRC website is in need of an upgrade, as the current content management system is no longer supported. The increase from Northwest Straits Commission will allow this upgrade to serve as a template for the remaining MRC websites in need of upgrading. This work will be done in coordination with Jefferson MRC and Redback Consulting.

Deliverables: MRC website upgrade

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

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

Total Cost:
Original: 73,000.00 Amended: 79,000.00

Total Eligible Cost:
Original: 73,000.00 Amended: 79,000.00

SCOPE OF WORK

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

Task Title: Project Administration/Management

Task Description:

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

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

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

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

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

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

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

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

Task Goal Statement:

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

Task Expected Outcome:

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

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

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

d. The MRC is informed of and contributes to the work of the Northwest Straits Commission.

e. The value of volunteer hours and other local contributions to the work of the MRC is documented and shared with the Commission and the County.

f. The work of the MRC is planned in advance through an annual workplan and documented in an annual report.

g. MRC members and staff contribute to other relevant local and regional processes related to marine issues.

Recipient Task Coordinator: Anna Toledo

Deliverables

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

SCOPE OF WORK

Task Number: 3 **Task Cost:** $0.00

Task Title: Phytoremediation

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

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

Task Expected Outcome:
Input provided to WICD on their preliminary phytoremediation designs to improve water quality on Ebey's Prairie.

Recipient Task Coordinator: Anna Toledo

Deliverables

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

BUDGET

Funding Distribution EG160093

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

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

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

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

Total: $ 79,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Island County	0 %	$ 0.00	$ 79,000.00	$ 79,000.00
Total		**$ 0.00**	**$ 79,000.00**	**$ 79,000.00**

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

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

IN WITNESS WHEREOF, the parties have executed this amendment.

Washington State
Department of Ecology

Program Manager Date

Gordon White

Shorelands

Board of Island County Commissioners

Richard M Hannold Date

Chair

Washington Department of FISH and WILDLIFE

GRANT AGREEMENT - EPA FUNDS

TITLE: Enhancing Incentive Program to Reduce Puget Sound Shoreline Armoring in Island County

WDFW NUMBER: 16-06415

GRANTEE: Island County

CONTRACT PERIOD: 05/16/2016 to 09/30/2018

TYPE: Payable / Grant / Sub-Recipient Federal - EPA

CONTRACT VALUE: $99,978.00

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), Post Office Box 5000, Coupeville, WA 98239; 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 - Special Terms and Conditions
Attachment - D - Statement of Work

The Grantee is a sub-recipient 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 05/16/2016 and terminate on 09/30/2018. 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 $99,978.00 minus any matching requirements identified in this contract. 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.

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

Attachment - A - General Terms and Conditions
Attachment - C - Special Terms and Conditions
Attachment - D - Statement of Work, and

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, Natural Resources Manager
Post Office Box 5000
Coupeville, WA, 98239
(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	**WASHINGTON DEPARTMENT OF FISH AND WILDLIFE**
SIGNATURE AND DATE	SIGNATURE AND DATE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE

GENERAL TERMS AND CONDITIONS
Grant Agreement - EPA Funds

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

A. "AGENCY" or "WDFW" 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. "EPA" shall mean the Environmental Protection Agency.

E. "GRANTEE" shall mean any organization or individual that is performing service(s) under this contract, and shall include all employees of the GRANTEE.

F. "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.

G. "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.

H. "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.

CONSULTANT CAP
EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by the GRANTEE shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the GRANTEE will pay these in accordance with their normal travel reimbursement practices). Subcontracts with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the subcontract provide the GRANTEE with responsibility for the selection, direction and control of the individuals who will be providing services under the subcontract at an hourly or daily rate of compensation.

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.

EPA's conflict of interest (COI) policy is posted at http://www.epa.gov/ogd/coi.htm. The GRANTEE must notify WDFW of any potential conflicts of interest identified in EPA's COI Policy within 5 calendar days of the discovery of the potential COI.

COST PRINCIPLES AND AUDIT REQUIREMENTS
The GRANTEE agrees to comply with the costs principles contained in 2 CFR Part 200 as appropriate for this contract. The GRANTEE agrees to comply with the organizational audit requirements of 2 CFR Subpart F, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from 2 CFR Subpart F 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.

In accordance with 40 CFR 31.34 for State, local and Indian Tribal governments or 40 CFR 30.36 for other recipients, the EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this contract for Federal purposes.

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.

CYBERSECURITY

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

For STATE AGENCIES:
http://www.epa.gov/ogd/tc/state_grant_cyber_security_condition.pdf.

For TRIBES:
http://www.epa.gov/ogd/tc/tribal_grant_cyber_security_condition.pdf.

For Other Recipients:
http://www.epa.gov/ogd/tc/cyber_security_grant_condition_for_other_recipients.pdf.

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.

DISADVANTAGED BUSINESS ENTERPRISE

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

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
The GRANTEE may keep any equipment funded through this contract and continue to use it on the project originally funded through this contract or on other federally funded projects whether or not the project or program continues to be supported by federal funds. If the GRANTEE is a state agency, the GRANTEE will manage and dispose of equipment acquired under this contract in accordance with state laws and procedures.

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 sub awards 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 sub recipients of award funds. Such data will be submitted to the FFATA Sub award 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.

HOTEL-MOTEL FIRE SAFETY ACT
The GRANTEE agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part by this contract complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

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 obligations to indemnify, defend, and hold harmless includes any claim by the GRANTEES' 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. Marine Insurance. If the GRANTEE will be using a vessel or boat in the performance of this contract, the GRANTEE shall maintain a Commercial Marine Protection and Indemnity (P&I) Policy with P&I limit of not less than $1,000,000 per occurrence and with a deductible not to exceed $25,000 (to include diving operations if diving is a part of the contracted service for any liability which includes coverage for injury to the crew and passengers).
4. 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.

LIGHT REFRESHMENTS AND/OR MEALS

The GRANTEE will obtain prior approval from WDFW for the use of contract funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events).

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.

MANAGEMENT FEES

Management fees or similar charges in excess of the direct costs and approved indirect rates are not reimbursable under this contract. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this contract.

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 sub awards as contained in 2 CFR Section 200.

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.

Pursuant to 40 CFR, Section 33.301, the GRANTEE agrees to make good faith efforts whenever procuring construction, equipment, services and supplies funded through this contract, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained by the GRANTEE.

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.

PROCUREMENT STANDARDS
The GRANTEE will meet the procurement standards contained in 2 CFR 200.217 through 2 CFR 200.326.

RECOGNITION OF EPA FUNDING
The GRANTEE will ensure that reports, documents, signage, videos, or other media, developed as part of projects funded by this contract contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-00J90701 through the Washington Department of Fish and Wildlife. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency or the Washington Department of Fish and Wildlife, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

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.

RECYCLED PRODUCTS
The GRANTEE agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this contract. If a governmental entity, the GRANTEE shall comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR

Part 247, and Executive Order 12872 as they apply to procurement.

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 sub awards contained in 2 CFR Part 200 and as appropriate for this contract:

Federal Grantor Agency	2 CFR Chapter
Department of Agriculture	IV
Department of Commerce	XIII
Department of Defense	XI
Department of the Interior	XIV
Environmental Protection Agency	XV

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.

WHISTLEBLOWER PROTECTION

If this contract exceeds the federal simplified acquisition threshold of $100,000 the contract and all employees working on the contract are subject to the whistleblower protections established at 41 USC 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013. If subject to this statute the GRANTEE shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712. This section is applicable to all subcontractors and sub awardees related to this contract that exceed the federal simplified acquisition threshold of $100,000, and the GRANTEE shall include this section in all such subcontracts and/or sub awards.

Attachment B -

CONTRACT/PROJECT SUMMARY

TITLE: Enhancing Incentive Program to Reduce Puget Sound Shoreline Armoring in Island County	**WDFW CONTRACT NUMBER:** 16-06415
PERIOD: 05/16/2016 to 09/30/2018 **GRANTEE:** Island County **GRANTEE CONTACT:** Lori Clark (360) 679-7352 **CONTRACT TYPE:** Payable / Grant / Sub-Recipient Federal - EPA	**WDFW MANAGER:** Patricia Jatczak (360) 902-2597

SUMMARY CONTRACT DESCRIPTION:

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 expands on the ongoing local and regional work to promote Shore Friendly practices to create a new social norm around the benefits and appeal of soft shore and natural beaches.

Master Index Number(s): 37369

CFDA Number	Award Year	Award Number	Research & Development?
66.123 Puget Sound Action Agenda: Technical Investigations and Implementation Assistance/ Environmental Protection Agency	2015	PC-00J90701	No

Attachment C -
SPECIAL TERMS AND CONDITIONS

1. **Summary**

   The purpose 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.

2. **Description of all Project Requirements**

   The Grantee will perform the project as described in Attachment "D" (Statement of Work).

3. **Reporting Requirements**

   a. Semiannual Reports. The Grantee shall submit a performance report to the WDFW Project Manager once every six months using the reporting tool supplied by WDFW, unless otherwise specified in this Contract. This report shall include brief information on each of the following areas:

      - A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
      - The reasons for slippages if established outputs/outcomes were not met; and
      - Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

      The reporting periods for these reports are from October 1 to March 31 and from April 1 to September 30 for each year of the contract. Performance reports are due to the WDFW Project Manager not later than fifteen (15) calendar days after the end of each reporting period.

   b. Final Report. The Grantee will submit a final performance report to the WDFW Project Manager not later than sixty (60) calendar days after contract termination. The final report will generally contain the same information as contained in semiannual reports, but will cover the entire project period.

4. **Budget**

   WDFW will reimburse the Grantee for allowable costs as described in the budget contained in Attachment "D". Final payment is contingent on the approval and acceptance of all deliverables identified in Attachment "D" by the WDFW Project Manager.

5. **Peer Review**

   The results of the project funded through this contract may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Grantee's 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 WDFW Project Monitor prior to releasing any final reports or products resulting from the funded study.

6. **Electronic and Information Technology Accessibility**

The Grantee is 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 contract must be designed to meet the diverse needs of users (e.g., U.S. public, recipient 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, the EPA will consider a recipient'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 to grant recipients, the EPA encourages recipients of EPA grant funds to follow either the 508 guidelines or other comparable guidelines that concern accessibility to EIT for individuals with disabilities. Recipients may wish to consult the latest Section 508 guidelines issued by the US Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see http://www.access-board.gov/sec508/guide/index.htm).

7. **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 January 30, 2013 and April 9, 2013; or the October 28, 2013 guidance previously agreed to by Lead Organizations). These documents are available from WDFW on request. For projects involving riparian buffer restoration in agricultural areas, the Grantee shall confirm with WDFW in writing projects' consistency with the recommendations referenced above. When evaluating project proposals, WDFW will 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 Grantee must submit to WDFW 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.

8. **STORET**

All water quality data generated in accordance with an EPA approved Quality Assurance Project Plan as a result of this contract will be required to be transmitted into the EPA's Storage and Retrieval (STORET) data warehouse using either WQX or WQX web. Water quality data appropriate for STORET include physical, chemical, and biological sample results for water, sediment and fish tissue. The data include toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data.

9. Quality Assurance Requirements

Acceptable Quality Assurance documentation must be submitted to the WDFW Project Manager within 30 days of acceptance of this contract or another date as negotiated with the WDFW Project Manager. The Washington Department of Ecology's National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this contract until the WDFW Project Manager or the NEP Quality Coordinator has approved the Grantee's quality assurance document. The Grantee will submit all Quality Assurance documentation to the following address; please copy the WDFW Project Manager on all correspondence with the NEP Quality Coordinator:

Thomas H. Gries, NEP Quality Coordinator
Department of Ecology
Tgri460@ecy.wa.gov
360.407.6327

10. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

Attachment D -
Island County
Enhancing Incentive Program to Reduce Puget Sound Shoreline Armoring in Island County

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 expands on the ongoing local and regional work to promote Shore Friendly practices to create a new social norm around the benefits and appeal of soft shore and natural beaches.

Island County staff will utilize a suite of outreach methods, which includes providing information and materials at community meetings and events, adding videos to the interactive kiosk at Island County Planning & Community Development (IC P&CD) front desk, and developing a Shoreline Ambassadors program. These various outreach methods will reach shoreline landowners on multiple levels and continue to shift the social norm towards choosing to maintain a natural beach or install soft shore protection.

Island County staff will coordinate with agencies, such as Washington Sea Grant (WSG), to incorporate scientific information on alternatives to hard armoring. Outside agencies, such as WSG, have current data gathered from sea level rise analysis for the Puget Sound. This information can help to provide shoreline landowners with an understanding of appropriate options, including alternatives to hard armoring. The project goal is to educate Island County residents about the options and increase community resilience from the impacts of increasing sea levels and storm surge.

TASKS & DELIVERABLES

Task 1: ***Project Performance Evaluation.*** Revise existing performance evaluation plan to include measurements of success of continued social marketing efforts.

Measurement and evaluation tools to monitor project success will include surveys, amount of materials distributed, number and type of interactions with Shoreline Ambassadors, and number of referrals to Northwest Straits Foundation for site visits.

Number	Deliverable	Cost	Completion date
1.1	Amend existing performance evaluation plan	$1,868	October 15, 2016
1.2	Report on evaluation results		August 31, 2018

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	$4,672	October 15, 2016
2.1 b			April 15, 2017
2.1 c			October 15, 2017
2.1 d			April 15, 2018
2.2	Draft final FEATS report		August 31, 2018
2.3	Final project report describing whole project and lessons learned		August 31, 2018

Task 3: ***Project Management.*** Responsibilities include, but are not limited to: maintenance of project records; maintenance of local Shore Friendly webpage; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; and submittal of required performance items.

Number	Deliverable	Cost	Completion date
3.1 a	Quarterly project management reports	$7,127	October 15, 2016
3.1 b			January 15, 2017
3.1 c			April 15, 2017
3.1 d			July 15, 2017
3.1 e			October 15, 2017
3.1 f			January 15, 2018
3.1 g			April 15, 2018
3.1 h			August 31, 2018

Task 4: ***Social Marketing Campaign Expansion***

Continue to provide information to Island County residents on options for protecting their shoreline homes and properties considering natural beach and soft shore options. Island

County staff will coordinate with WSG to integrate best available science on sea level rise and increasing storm surge into outreach tools for shoreline landowners to increase resilience to these impacts.

WSG in partnership with FEMA's RiskMap process, will provide coastal hazards and climate impacts assessments, focusing on sea level rise and coastal flooding in the Puget Sound. WSG communications group will work with Island County to identify a communication approach to enhance coastal community resilience. Vulnerability assessments will measure magnitude of sea level rise and changes in return frequency of extreme coastal flooding, similar to those used in "Climate Change Preparedness Plan for the North Olympic Peninsula" (Petersen, S., Bell, J., Miller, I., Jayne, C., Dean, K., Fougerat, M., 2015).

Island County staff will coordinate with WSG staff to ensure Shore Friendly practices are incorporated into the outreach tools developed. Project staff will also conduct outreach, including participation at 3 community meetings and adding information onto the interactive kiosk at the IC P&CD front desk. Attendance at community meetings and interactions with the interactive kiosk will be tracked.

Coordinate with Northwest Straits Foundation (NWSF) to encourage interested landowners to sign-up for site visits to determine soft shore protection options for their properties. Refer up to 10 landowners to NWSF; referrals will be tracked on a spreadsheet and Island County staff will coordinate with NWSF to serve as local contact for interested landowners.

Number	Deliverable	Cost	Completion date
4.1 a	Quarterly reports on implementation of expanded social marketing campaign, including sign-in sheets from community meetings, tracking use of interactive kiosk, and referrals to NWSF for site visits.	$32,697	October 15, 2016
4.1 b			January 15, 2017
4.1 c			April 15, 2017
4.1 d			July 15, 2017
4.1 e			October 15, 2017
4.1 f			January 15, 2018
4.1 g			April 15, 2018
4.1 h			August 31, 2018

Task 5: ***Shoreline Ambassador Program***

Develop a Shoreline Ambassador Program in Island County. This task will include recruitment, training, and management of at least 3 Shoreline Ambassadors (1 per each Commissioner District) to serve as community contacts to promote and educate neighbors on soft shore alternatives.

Ambassadors will interact with fellow shoreline landowners at community and neighborhood meetings such as homeowners' associations and water associations, as well as local events, such as farmers' markets and festivals.

Number	Deliverable	Cost	Completion date
5.1 a	Quarterly reports about Shoreline Ambassador program, including summaries of recruitment and training, roster of participants, and tracking of interaction with shoreline landowners.	$44,272	October 15, 2016
5.1 b			January 15, 2017
5.1 c			April 15, 2017
5.1 d			July 15, 2017
5.1 e			October 15, 2017
5.1 f			January 15, 2018
5.1 g			April 15, 2018
5.1 h			August 31, 2018

Task 6: ***Coordination with Island County Planning & Community Development***
Meet quarterly with IC P&CD staff to ensure messaging on alternatives to hard armoring is consistent with regulations in the new Shoreline Master Program, and to foster continued understanding and promotion of Shore Friendly practices.

Number	Deliverable	Cost	Completion date
6.1 a	Quarterly reports on coordination with Island County Planning & Community Development	$9,342	October 15, 2016
6.1 b			January 15, 2017
6.1 c			April 15, 2017
6.1 d			July 15, 2017
6.1 e			October 15, 2017
6.1 f			January 15, 2018
6.1 g			April 15, 2018
6.1 h			August 31, 2018

CONTRACT TOTAL:	$99,978

Washington Department of FISH and WILDLIFE

GRANT SIGNATURE AUTHORITY

WDFW Contract Number 16-06415

GRANTEE: ISLAND COUNTY

The persons listed below are the only persons designated to have signature authority to sign Grant Agreement documents, or to sign Invoices or other requests for payment under this Grant. WDFW will not honor documents signed by persons other than those listed below:

Grant Agreement Signature Authority

1	Name:		Sample Signature - Sign Below
	Title:		
	Phone #:		

2	Name:		Sample Signature - Sign Below
	Title:		
	Phone #:		

Invoice/Payment Signature Authority

1	Name:		Sample Signature - Sign Below
	Title:		
	Phone #:		

2	Name:		Sample Signature - Sign Below
	Title:		
	Phone #:		

Effective Date: _____

All information must be typed or printed clearly, and all signatures must be original and in ink. The same person(s) may be designated to sign both the Grant and Payment documents. If a second person is not listed please write "none" or "not applicable" in the space designated for "name."

Federal Funding Accountability and Transparency Act Data Collection Form (6-1-2012)

This contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent. To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com. The Washington Department of Fish and Wildlife (WDFW) also encourage registration with the Central Contractor Registry (CCR) to reduce data entry by both WDFW and your organization. You may register with CCR free of charge at www.ccr.gov. Information about your organization and this contract will be reported by WDFW to the federal government as required by P.L. 109-282. This information will then be made available to the public by the federal government on USASpending.gov.

CONTRACTOR

1. Legal Name/DBA Island County	2. DUNS Number
3. Principle Place of Performance	
3a. City	3b. State
3c. Zip+4	3d. Country

4. Are you registered in CCR? ☐YES (skip to signature block. Sign, date and return) ☐NO

5. In the preceding fiscal year did your organization:
   a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, sub-grants, and/or cooperative agreements; **and**
   b. $25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, sub-grants, and/or cooperative agreements; **and**
   c. The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

☐NO (skip to signature block. Sign, date and return)
☐YES (You must report the names and total compensation of the top 5 highly compensated officials of your organization).

Name Of Official	Total Compensation
1.	
2.	
3.	
4.	
5.	

Note: "Total compensation" for purposes of this requirement generally means the cash and non-cash value earned by the executive during the past fiscal year and includes salary and bonus; awards of stock, stock options and stock appreciation rights; and other compensation such as severance and termination payments, and value of life insurance paid on behalf of the employee, and as otherwise provided by FFATA and applicable OMB guidance.

By signing this document, the Authorized Representative certifies the information.

Signature of Authorized Representative	Print Name	Date

THE WASHINGTON DEPARTMENT OF FISH AND WILDLIFE WILL NOT APPROVE YOUR CONTRACT UNTIL THIS FORM IS COMPLETED AND RETURNED.

FOR WASHINGTON DEPARTMENT OF FISH AND WILDLIFE USE ONLY

WDFW Contract Number: **16-06415** Other Contract Number:
Amount of the award | contract: **$99,978.00**

Sub-award Project Description (see instructions and example below)

ENVIRONMENTAL PROTECTION AGENCY - CFDA 66.123 | PUGET SOUND ACTION AGENDA: TECHNICAL INVESTIGATIONS AND IMPLEMENTATION ASSISTANCE

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 ecocystems. This project expands on the ongling local and regional work to promote Shore Friendly practices to create a new social norm around the benefits and appeal of soft shore and natural beaches..

Instructions for Sub-award Project Description:
In the first line of the description provide a title for the sub-award that captures the main purpose of the sub-recipients work. Then, indicate the name of the sub-recipient and provide a brief description that captures the overall purpose of the sub-award, how the funds will be used, and what will be accomplished.

Example of a Sub-award Project Description:
Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco free treatment environments.

Commissioners Office
Work Session
July 6, 2016

Subject/Description: Appointment/reappointment to the Housing Advisory Board
Attachments: yes
Action Requested:
Follow up:

Subject/Description: Reappointment to the Northwest Senior Services Advisory Board
Attachments: yes
Action Requested:
Follow up:

Subject/Description: Appointment to the Lodging Tax Advisory Committee
Attachments: yes
Action Requested:
Follow up:

HOUSING ADVISORY BOARD, ISLAND COUNTY

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

Gary Wray, Position #8, requested reappointment.
Jason McFadyen, Position #10, requested reappointment.
Teri Anania, Position #16, requested reappointment.

The Board received two applications requesting appointment:

- Ken Eelkema
- Brett D'Antonio

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

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

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

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

Bob Monize, Position #3, requested reappointment.

LODGING TAX ADVISORY COMMITTEE

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

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

REPRESENTIVES OF BUSINESSES SUBJECT TO THE TAX

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

REPRESENTIVES OF ORGANIZATIONS ELIGIBLE TO RECEIVE THE TAX FUND

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

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