

2016

ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE JULY

REGULAR WORK SESSION 3rd WEDNESDAY, JULY 20, 2016

9:00 a.m. [Public Works](#)
10:30 a.m. [Human Resources](#)
11:00 a.m. [Community Development/Long Range Planning](#)

NOON BREAK

1:00 p.m. Review Monthly Financial Reports from Auditor & Treasurer
1:30 p.m. [Health Department/Department of Natural Resources](#)
2:00 p.m. [Human Services](#)
2:15 p.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:vj

cc: Elected Officials
Appointed Department Heads
Press



**ISLAND COUNTY PUBLIC WORKS
COMMISSIONERS AGENDA
~ WORK SESSION ~
Commissioners' Hearing Room
July 20, 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. Public Works

- A. Subject/Description:** **REET Fund Discussion**
Attachment: Memorandum;
Action requested: Discussion and Board Approval
Follow up: To be determined

II. Roads

- A. Subject/Description:** **Transfer from County Roads Fund to ER&R Fund**
Attachment: Memorandum;
Action requested: Discussion and Board Approval
Follow up: To be determined
- B. Subject/Description:** **Purchase of 2016 Peterbilt Cab & Chassis**
Attachment: Memorandum;
Action requested: Discussion and Board Approval
Follow up: To be determined

I. Public Works
A. REET Fund Discussion



ISLAND COUNTY
PUBLIC WORKS DEPARTMENT
P.O. BOX 5000
COUPEVILLE, WA 98239

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

Date: July 20, 2016

To: Board of Island County Commissioners

RE: REET Fund Discussion

Attached please find copies of:

- A draft of the 2017 – 2022 proposed Parks capital projects
- A draft of proposed definitions of Parks maintenance compared to Parks operations
- A draft of the 2017 – 2022 proposed Facilities capital projects.

A legislative change goes into effect in 2017 that changes what REET funding can be spent on. We would like to have a discussion with the Board on proposed REET projects prior to the bringing the proposed 2017 – 2022 Capital Improvement Plan.

With REET Legislative Change for 2017, defining parks Maintenance vs Operations

Maintenance *

- a new bathroom
- ballfield mix
- bark
- changing lightbulbs
- cleaning bathrooms
- Coupeville Campus work
- dock repair
- edging
- fence repairs
- mowing, weeding, trimming
- operating blowers and equipment
- paint
- planting new plants
- playground repair
- plumbing
- pressure washing
- repair lighting
- roofing
- seed
- signage
- sod
- soil
- spraying herbicide
- vandalism repair
- yard waste removal

Operations

- cleaning gutters
- dues, memberships, training
- equipment & parts
- equipment repair
- meetings, filling out timesheets
- moving equipment
- office equipment
- part runs
- picking up litter
- port-a-potties
- supervision - Jan
- supplies = fuel, garbage bags, fertilizers, oil
- utilities

<p><u>Breakdown of Proposed Funding for 2017</u> Maintenance = 65% from REET = \$222,500 Operations = 35% from Current Expense = \$119,849</p>
--

* preserve, prevent the decline of, or extend the useful life of a capital project

**Facilities Management
C.I.P. 2017-2022**

REET 1 Funds	Location	Proj #	2017	2018	2019	2020	2021	2022	6 Year Total	FUTURE	Comments
Water Softener	L & J Center & Admin	LJ-1200							0	60	Install water softener to reduce plumbing failures in building
Day tank for heating boiler	L & J Center	LJ-1300		12					12		Design and install day fuel oil tank for heating boiler
Security Glass & Door	L & J Center	LJ-1500				25			25		Front counter glass ICISO & interior door in PA's office
Roll Down Doors	Annex	AX-1000		15					15		Install independent controls on roll down lobby doors
Separate Fire/Water Supply	Annex	AX-2000				80			80		Fire Sprinkler & Domestic water supply are combined
Exterior Rehab - Stucco	Admin Building	AD-1200		25					25		Stucco Rehabilitation (possible Grant)
Historic Courthouse	Admin Building	AD-1210		30					30		Historic Grant process: ADA for N doors, window & door replacement, walk-way and parking (matching funds \$30K)
Elevator Hydraulic Fluid	Annex/Admin/JDC	CC-3000	20						20		Hydraulic fluid change, not included in maint agreement
Elevator Speed Valve Testing	Admin/Annex/JDC/L&J/Jail	CC-3100	25				35		60		State requirements as of 2015, every 4 to 5 years
Generator Upgrades	Admin/L&J/JDC	CC-4000					90		90		Based on the engineering work completed on project JA-4100, RFP plan, bid and manage project
Security / Keyless entry	Admin/Annex/JDC/L&J	CC-4100				220			220		Planned expansion of card access used on the campus & duress security alarms
Siemens HVAC	Admin/Annex/JDC/L&J	CC-4120	15						15		Panel migrations per contract
Win-Cams	Admin/Annex/JDC/L&J	CC-4130	4	4	4	4	4	4	24		Maintenance Agreement for Win-Cams software
Mechanical upgrades	JDC & Campus	CC-4150							0	25	Mechanical / ducting / pipe lagging - temp sensors
Restroom upgrades	Camano Multi-Purp Center	CM-1000							0	40	Remodel and update restrooms
Septic replacement	Camano Annex	CM-1100							0	50	Replace septic on upper end of Camano Annex
Space needs	Camano Animal Shelter	CM-1200							0		Office space needs for animal shelter
Interior rehabilitation	Dist. Court	DC-5000	20						20		Interior rehab, paint, dumbwaiter
Windows	Dist. Court	DC-5300							0	10	Failed window replacement
Security monitoring cameras	Dist. Court	DC-5100						35	35		Security cameras, monitoring station
Courtroom 1 ADA compliant	Dist. Court	DC-5200						125	125		Upgrading courtrooms to meet ADA codes
Unforeseen needs	Where/When needed	FM-8000	50	50	50	50	50	50	300		Replacements by discovery (backflow preventers, fire suppression systems, water lines, electrical, life-safety items)

Facilities Management
C.I.P. 2017-2022

REET 1 Funds	Location	Proj #	2017	2018	2019	2020	2021	2022	6 Year Total	FUTURE	Comments
ROOF Replacements									0		
"	Camano Annex	R-100							0		Comprehensive reviews required
"	Camano Multi-Purp Center	R-101							0		"
"	Camano East Precinct	R-102							0	25	"
"	Camano Animal Shelter	R-103							0		"
"	South Precinct (Freeland)	R-104							0		"
"	North Precinct (OH)	R-105							0	25	"
"	Annex	R-107							0		"
"	Admin Building	R-108							0		"
"	Law & Justice Center	R-109							0		"
"	JDC	R-201							0		"
"	Dutton Building	R-110							0		"
"	DNR Building	R-111							0		"
"	Facilities Building	R-112							0		"
"	Nursing Services	R-113							0		"
"	Records Storage	R-114							0		"
"	District Court	R-115							0		"
"	Coupeville Mental Health	R-116							0		"
"	NWFRC	R-117	65						65		"
"	SWFRC	R-118				65			65		"
"	CFRC	R-119					75		75		"
FLOORING											
"	Camano Annex	F-600							0		
"	Camano Multi-Purp Center	F-601	10						10		Spec grade replacement flooring or carpet
"	Camano East Precinct	F-602							0		Replace worn carpet with vinyl
"	Camano Animal Shelter	F-603							0		
"	South Precinct (Freeland)	F-604						25	25		
"	North Precinct (Oak Harbor)	F-605							0		
"	Jail	F-606							0		
"	Annex	F-607	50	50					100		
"	Admin Building	F-608			50	50			100		1st floor entire, 2nd floor entire
"	Law & Justice Center	F-609	50						50		ICSO and hallways
"	JDC	F-701						100	100		Control room only - \$10k
"	Dutton Building	F-610							0		
"	DNR Building	F-611							0		
"	Facilities Building	F-612							0		
"	Nursing Services	F-613							0		
"	District Court	F-614	45						45		
"	Coupeville Mental Health	F-615							0		
"	NWFRC	F-616							0		"
"	SWFRC	F-617							0		"
"	CFRC	F-618							0		"

Facilities Management
C.I.P. 2017-2022

REET 1 Funds	Location	Proj #	2017	2018	2019	2020	2021	2022	6 Year Total	FUTURE	Comments
Walkway upgrades	Coupeville Campus	CC-4300							0		Complete sidewalk connections on 6th St (Center to Haller)
LED lighting upgrades	Coupeville Campus	CC-4400							0		Exterior campus lighting improvements, safety/energy savings
Way-finding study	Coupeville Campus	CC-4500							0		RFQ for Wayfinding concepts study and design elements
Building Replacement	Records Storage	RS-3000	395						395		Temporary structure past useful life span
Space Planning (phase 2)	All Buildings	SP-1001	100						100		Continuation of 2015 Space Planning project
Study	Jail	JA-1000	100						100		Structural integrity of jail housing
Roof entire	Jail	JA-1400		400					400		Original Roof - 1983 / 10+ years over due
Elevator	Jail	JA-1100							0	20	Hydraulic fluid change, repairs/improvements
Doors	Jail	JA-1200							0	55	Jail kitchen door (\$15k) Sally port door (\$40k)
Detention FF&E	Jail	JA-1300							0	25	Replacement of select FF&E within detention modules
Public & Attorney lobby	Jail	JA-1500							0	100	Remodel and ADA improvements
Common areas, restrooms	Jail	JA-1600							0	100	Remodel and ADA improvements
Offices, deck station, intake	Jail	JA-1700			50				0	100	Remodel and ADA improvements
Multi-Purp library & offices	Jail	JA-1800			50				50		Remodel and ADA improvements
Showers	Jail	JA-1900				200			50		Remodel and ADA improvements
Inline sewer grinder	Jail	JA-2100					200		200		Rebuild 9 showers & retile, ADA, replace aging Sloan valves
Water meter separation	Jail/Annx/JDC	JA-2200					100		0		Design & develop installation of sewer grinder
Grease traps	Jail	JA-3100	35						100		Install independent meters for Annex / Jail / JDC buildings
Kitchen & laundry	Jail	JA-3200							35		Replacement of original traps
Generator upgrade/ study	Jail/Annex	JA-4100	555						0	250	Replace aged equipment and surfaces
HVAC - exhaust fans	Jail	JA-4200				10			555		G&O engineer est. \$325K including transfer switch, \$230K for UST to meet new requirements
Electronic locks	Jail	JA-4300		67	67	67			10		Replace misc. exhaust fans (dryer, range hood, etc.)
Plumbing	Jail	JA-4400			26				201		Replace outdated detention lock hardware
Lighting controls	Jail	JA-4500				10			26		Replace water shut-offs (manual & electric) to cell blocks
Cameras	Jail	JA-5100	10	10	10	10	10	10	10		Replace lighting control contactors
Fire flow	Jail	JA-5200							60		Install additional devices on south side of L&J and make component upgrades at various existing locations
									10		Replace FF gate valves & tamper switches

Carry Over from 2016

TOTAL 364 683 687 651 529 384 4033

2017 TOTAL 1119

Carry forward from 2016 755

JAIL TOTAL 2357

Excludes Ameresco & Jail / ICSO funding requests

II. Roads

A. Transfer from County Roads Fund
to ER&R Fund



ISLAND COUNTY
PUBLIC WORKS DEPARTMENT
P.O. BOX 5000
COUPEVILLE, WA 98239

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

Date: July 20, 2016

To: Board of Island County Commissioners

RE: Transfer from County Roads Fund to ER&R Fund

Attached please find a draft copy of the proposed fund transfer request. It is a request for \$300,000 from the County Road fund to the Equipment Revolving and Rental (ER&R) fund.

The transfer is for 2 items:

- \$150,000 for an unexpected dump truck purchase / repair. One of our dump trucks had a fire in the cab and destroyed that part of the dump truck. The insurance settlement is approximately was \$23,555. With our deductible of \$5,000, about \$18,555 will be our net settlement. We will be able to purchase a new cab and chassis for approximately \$150,600 and then remove the dump body from the existing truck and install it on the new chassis for about \$18,000 in labor. The value of a new dump body is about \$32,000 (without labor).
- \$150,000 for the ER&R reserves. In working on the proposed new rental rates for 2017, we noticed that the ER&R reserves are low. This transfer amount brings it up the 2016 level. Any needed increase for the next year will be done through new rental rates in 2017.

Thank you.

ISLAND COUNTY PUBLIC WORKS DEPARTMENT

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



Phone: 360/679-7331
From Camano: 360/629-4522
From S. Whidbey: 360/321-5111
FAX: 360/678-4550

Memorandum

To: Wanda Grone, Island County Treasurer

From: Bill Oakes, Public Works Director *WLO*

Date: June 27, 2016

RE: Fund Transfer

Please transfer the following amount from Fund 101 (County Roads)
To Fund 501 (ER&R):

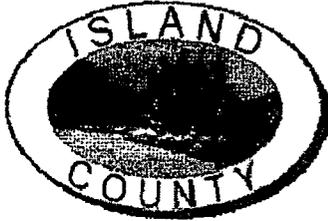
From Fund 101 to Fund 501 : \$300,000.00

Thank you.

Cc: Elaine Marlow, Budget Director
LaRae Brown, Auditor's Office

II. Roads

B. Purchase of 2016 Peterbilt Cab &
Chassis



ISLAND COUNTY PUBLIC WORKS
ROADS DIVISION

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

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

MEMORANDUM

June 29, 2016

TO: Board of Island County Commissioners

FROM: Matt Nienhuis x7964

RE: Purchase of 2016 Peterbilt Cab & Chassis

Island County Public Works is in need of purchasing a new Peterbilt Cab & Chassis from Western Peterbilt.

The Peterbilt cab and chassis will replace our 2001 Sterling (#450) that we had a 15 estimated life years on, along with a salvage value of \$15,000. The 2001 Sterling (#450) was burnt up from a cab fire on 4/27/16. The fire was started and put out on its own overnight while parked in our truck shed at the Bayview Shop. The insurance settlement was \$23,555.18, minus our \$5,000 deductible, with \$18,555.19 being our net settlement. The cost to repair exceeds our salvage value and has lost its economic value. A fund transfer of \$150,000 to cover the replacement should be completed the end of June.

The purchase order will be presented for signature at the July 26th Board of Island County Commissioners hearing.

/me

Attached: Purchase order & invoice

Segment B Contact, Ordering and Pricing Information

Req. Item	Description	Unit	Unit Price
4.	Cab & Chassis – 66,000 GVW 6x4 Refer to Technical Requirements Segment B. <u>Manufacturer/Model:</u> Peterbilt 365/367	EA	\$130,647.00
4 A	Alternate, Cab & Chassis – 66,000 GVW 6x4 Refer to Technical Requirements Segment B. <u>Manufacturer/Model:</u> Peterbilt 579	EA	\$124,800.00

0.00 *

Additions/ Deductions to Base Price
See embedded Specifications document for options at t

130,647.00	+
950.00	+
950.00	+
165.00	+
2,005.00	+
10,896.00	-
94.00	+
45.00	+
73.00	+
383.00	+
72.00	+
8,350.00	+
750.00	+
2,642.00	+
343.00	+
65.00	+
414.00	+
365.00	+
137,417.00	◇
137,417.	x
9.6	%
13,192.03	+
150,609.03	+%
0.00	*



Item 4

ISLAND COUNTY PETE 365

Specification Requirements	Check if Meets or Exceeds	Describe Offered Alternatives Note: Alternatives offered will be evaluated by subject matter experts. Alternatives offered that are not found to meet the specification requirements may cause the bid to be rejected.
1. Chassis, Load capacity and Measurements:		
a. Chassis load rating shall be 66,000 lbs (GVWR).	X	
b. 213" wheelbase, 130" cab to axle, and 113" bumper to back of cab.		130" Cab to axle 217" wheelbase 116" bumper to BOC
c. To be set forward axle design	X	
2. Frame:		
a. The entire length of the frame rails shall be full depth.	X	
b. Both frame rails, from front to rear, shall be constructed with 120,000 psi steel, with a minimum section modulus of 30.00 and a minimum RBM of 3,600,000 in. lbs.		120,000 PSI 28.9 SM 3,468,000 RBM
c. The section modulus at the engine cut outs shall be at least 18.00, with an RBM of 2,000,000.	X	
d. There shall be no holes or bolts in the top flange of the frame rails. There should be no holes full length on top flange.	X	
e. The left frame shall be clear, between the fuel tank and the front hanger of the rear spring assembly.	X	
f. Cross-members shall not be riveted to the frame rails, however cross-member components may be riveted to form a cross-member assembly.	X	
g. Shall have a formed steel front bumper, with two front tow loops or hooks accessible through the bumper.	X	

Specification Requirements	Check if Meets or Exceeds	Describe Offered Alternatives Note: Alternatives offered will be evaluated by subject matter experts. Alternatives offered that are not found to meet the specification requirements may cause the bid to be rejected.
3. Cab and Related Equipment:		
a. Shall be a galvanized steel or aluminum premium cab with at least 21 inches of clear space between the driver and passenger seats for future equipment mounting.	X	
b. Exterior of the Cab shall be painted with 0311 Omaha Orange base coat clear coat or equal.	X	
c. Hood and fenders shall tilt forward to a stable position and allow full and unrestricted access to the engine compartment.	X	
d. There shall be stone guard protective screen mounted behind the grill to protect the radiator.	x	
e. The unit shall be equipped with the following:		
1.Engine voltmeter	X	
2.Engine oil pressure gauge.	X	
3.Tachometer, and Hour-meter.	X	
4.Engine coolant temperature gauge.	X	
5.High output heater w/fresh air selection. The heater shall have a BTU rating of at least 30,000.	x	54,000 BTU
6.Sun visors for both driver and passenger	X	
7.Factory installed air conditioning with particulate filter and auto protection for low refrigerant.	X	
8.Visual and audible low oil pressure / high coolant temperature warning system.	X	
f. Dual heated 7" x 15.75" with Integral 7.4" heated Convex bright finish rearview mirrors. Both sides shall be motorized.		7 x 16 Convex mirrors heated, but not motorized

Specification Requirements	Check if Meets or Exceeds	Describe Offered Alternatives Note: Alternatives offered will be evaluated by subject matter experts. Alternatives offered that are not found to meet the specification requirements may cause the bid to be rejected.
g. Shall be equipped with an under cab mounted air horn, for equipment clearance.	X	
h. Shall be equipped with cowl mounted, electric, intermittent, windshield wipers, to include a HD wiper motor(s).	X	
i. The wiper linkage shall be a heavy-duty formed linkage. Pressed steel linkage is not acceptable.	X	
j. The cab noise level shall not exceed 80 to 84 dB (A) inside the cab with windows closed, measured at 1800 RPM and at normal road speed.	X	
k. The cab interior package shall be an International Premium package or equal. This includes, increased insulation on the floor, and the engine cover.	X	
l. Shall be equipped with left and right egress / ingress assist handles.	X	
m. Shall be equipped with an AM/FM Radio with weather band.	X	
n. To include cab air suspension.	X	
4. Seats:		
a. Seat shall be a cloth covered high back National or equal air ride seat, with air lumbar and inboard arm rest.	X	Peterbilt Ultraride
b. Passenger seat shall be a cloth covered high back National high back, air suspension matching driver.	X	Peterbilt Ultraride
c. Both seats shall have compatible; three point type seat belts with shoulder strap, and retractors, orange in color.	X	
5. Fuel Tank:		
a. Shall have a 70 gallon fuel tank	X	

Specification Requirements	Check if Meets or Exceeds	Describe Offered Alternatives Note: Alternatives offered will be evaluated by subject matter experts. Alternatives offered that are not found to meet the specification requirements may cause the bid to be rejected.
b. The tank shall be equipped with two non-skid, raised expanded metal steps.	X	
c. Shall be mounted on the frame rail, undercab.	X	
d. Shall not extend more than 6 inches past the back of the cab or otherwise inhibit the installation of mounted bodies or equipment.	X	
6. Electrical & Lighting Systems		
<i>Note: All chassis shall be continuously number and color-coded.</i> Alternator shall be a Bosh LH160 Brush type, 12 Volt 160 Amp. Capacity, Pad Mounted or Leece-Neville LBP2203H Brush type or equal, 12 Volt 160 Amp. Capacity, Pad Mounted or equal.	X	
a. Shall be a 12-volt system.	X	
b. Batteries shall have at least 1,900 cold cranking amps (CCA) and be maintenance-free.	x	2100 CCA
c. The battery box cover shall be constructed of a non-metallic reinforced material.		Aluminum battery box
d. The battery box shall be frame rail mounted	X	
e. All cable ends shall be sealed, and equipped with rubber retainers and covers.	X	
f. Shall have a, six-position switch panel with the following They shall operate from the ignition switch in both run and accessory positions, and all switches shall be on/off	X	
1. Automatic circuit protection.	X	
2. Back lit, and labeled rocker panel switches	X	
g. Bidder must ensure that the control panel on all equipment associated with this purchase are wired and labeled uniformly.	X	

Specification Requirements	Check if Meets or Exceeds	Describe Offered Alternatives Note: Alternatives offered will be evaluated by subject matter experts. Alternatives offered that are not found to meet the specification requirements may cause the bid to be rejected.
h. A round 7-conductor, cable shall be wired to the rear of the chassis and terminate into a standard 7 pole trailer connector with ABS. (Conventional Wiring)	X	
i. Shall be equipped standard style halogen headlamps.	X	
j. Supplier splices into the factory wiring harness is unacceptable and may be grounds for bid rejection.	X	
7. Engine:		
a. The engine shall have 390 hp peak gross hp at 2100 rpm and 1400 Torque at 1200 rpm. The engine shall meet all Federal Emissions Standards including 2010 Requirements.	x	405 hp / 1450 lb ft
b. Shall be equipped with a compression engine brake.	X	
8. Electronic Engine Controls (Shall have):		
a. Maximum road speed to be 65 mph.	X	MAKE 75
b. Cruise control speed to be 60 mph.	X	LONGIT. SATE 12PM
c. Automatic Idle shut down to be 10 minutes.	X	
d. Idle, Set 650, Resume 1,000.	X	
e. Shall have idle bump up/down feature.	X	
f. Shall be equipped with 1500 watt 110 volt block heater, with the plug-in receptacle located on the left side under the driver's door.	X	
9. Air Cleaner:		
a. Shall be dual element, dry-type, with fresh air intake.	X	
b. An air filter restriction indicator shall be mounted on the dash; and it must indicate restriction for both elements.	X	

Specification Requirements	Check if Meets or Exceeds	Describe Offered Alternatives Note: Alternatives offered will be evaluated by subject matter experts. Alternatives offered that are not found to meet the specification requirements may cause the bid to be rejected.
c. The air cleaner lid shall have release latches or thumbscrews for quick and easy access to the air cleaner	X	
10. Engine Cooling System:		
a. Shall be equipped with a temperature controlled, air clutch fan drive.	X	
b. Radiator shall be a cross flow, aluminum core, with deaeration system.	X	
c. Antifreeze protection shall be at least -34°.		-30 degrees
11. Engine Exhaust System:		
a. Shall be a single horizontal DPD & DOC under cab and vertical pipe.	X	
b. The end of the exhaust pipe shall have a 45° chrome tip out, positioned approx. 118" from the ground to the highest point of the tip out when the truck is empty. CA shall not be reduced by more than 3" by Vertical Exhaust pipe and shield.	X	
12. Transmission:		
a. Shall be a 4000 RDS Allison series 6-speed. To include an auxiliary trans. oil cooler.	X	
13. Steering System:		
a. Shall have a dual Shepherd power steering system or equal.	X	
b. Steering wheel shall be 18 inches in diameter.	X	
c. Steering column shall be fully adjustable both vertical and telescoping.	X	

Specification Requirements	Check if Meets or Exceeds	Describe Offered Alternatives Note: Alternatives offered will be evaluated by subject matter experts. Alternatives offered that are not found to meet the specification requirements may cause the bid to be rejected.
14. Axles and Suspension:		
a. <i>Front Axle</i> shall be 20,000 lbs. with Stemco-type seals or equal and grit guards, and heavy-duty double acting shock absorbers, with 20,000 lb. Multi-leaf springs.	X	
b. <i>Rear Axle</i> shall be 46,000 lb capacity, and have a Hendrickson HMX460-54 or equal suspension with a 46,000 lbs. rating and a gear ratio to allow 65-mph.	X	
c. Shall have a lube pump and an air activated rear axle power divider lock with indicator light.	X	
15. Wheels and Tires:		
a. <i>Front wheels</i> shall be Hub Pilot with 385 425/65R 22.5 LRJ steel belted radial tubeless tires.	X	
b. <i>Rear wheels</i> shall be Hub Pilot with, 11 R 22.5 LRG steel belted radial traction tires. The center hub shall have a thickness of at least .472 inches	X	
16. Brake System:		
a. Shall be a Bendix anti-lock series or equal air braking system.	X	
b. Shall have self-adjusting "S" cam air brakes front and rear, with shields installed.	X	
c. Shall have outboard mounted brake drums, with 16 ½ x 6-inch front drums and 16 ½ X 7 rear drums.	X	
d. All brake blocks shall be non-asbestos	X	
e. Shall have 30 sq. In. MGM TR-T series rear brake chambers, or equal and the chambers shall be tilted in the upward position for paver operations.	X	

Specification Requirements	Check if Meets or Exceeds	Describe Offered Alternatives Note: Alternatives offered will be evaluated by subject matter experts. Alternatives offered that are not found to meet the specification requirements may cause the bid to be rejected.
f. Shall have at least a 15.9 CFM Capacity air compressor	x	28.0 CFM
g. Shall have the Rockwell Wabco System Saver 1200 air dryer	x	Bendix AS-IS
h. Air tanks shall be mounted below the cab.	X	
i. To have trailer air routed to rear section of frame for body companies completion	X	
Options:		
1. Driver Controlled Diff. Lock	2 AXLES X	Add: \$950 per axle
2. Power Windows, Door Locks	X	Add: \$165
3. Alternative Engines for this class of chassis: 2010 Federal Emissions compliant or certified engines with the use of UREA and SCR technology.	X	MX13 380hp/1450TQ: - \$150 MX13 455/1650: Add \$612 MX13 485/1650: Add \$1433 <u>MX13 500/1850: Add 2005</u> ISL-G 320/1000: Add \$3025 ISX12 350/1450: Deduct \$115 ISX12 385/1450: Add \$571 ISX12 400/1650: Add \$1172 ISX12 450/1550: Add \$1920
4. Integral front frame extension. Full "C" Reinforcement		Add \$2101
5. Set Back Front axle.		No Charge
6. 22 SM Single Frame Rail ILO 30 SM Frames		Deduct \$431
7. Aluminum Wheels		Add \$1251
8. Extended Cab and Crew cab configurations.		10" Ultra Day Cab: Add \$3714 Crew Cab: n/a
9. Diagnostic Engine software and hardware to include all required cabling.		Full Davies Kit: \$3700
10. Dual 70 gallon Fuel tanks.		Add \$770
11. Aluminum fuel tank		Included
12. Single 100 Gallon fuel tank		Add: \$54
12.1 80 Gallon Fuel Tank		Add: \$18
13. Deduct amount for the manufacturer's standard white paint.		Included

Specification Requirements	Check if Meets or Exceeds	Describe Offered Alternatives Note: Alternatives offered will be evaluated by subject matter experts. Alternatives offered that are not found to meet the specification requirements may cause the bid to be rejected.
14. Delete Air Conditioning		n/a
15. 18 Speed Auto shift		Deduct \$4914, 1650 Torque
15.1 18 Speed Manual		Deduct \$10359, 1650 Torque
16. 13 Speed Manual Transmission		Deduct \$10515, 1650 Torque
16.1 Vocational 10 Speed Transmission	X	Deduct \$10896, 1650 Torque
17. Delete Trailer Connections		Deduct \$125
18. Add for an exterior Sun Visor		Painted: Add \$91 Stainless Steel: Add \$94
19. Vinyl seats		No Charge
20. Delete Bug Guard		Deduct \$34
21. Exterior Sun Visor		Painted: Add \$91 Stainless Steel: Add \$94
22. Air Ride Suspension		Air trac 46k: Deduct \$510 Low air leaf 40k: Deduct \$1170
23. Various wheelbase and cab to axle configurations		220-254 \$303 255-285 \$498 285+ \$665
24. A 24-inch ground clearance package with a clean CA.		n/a
25. Twelve, (12) fourteen, (14) sixteen (16) and eighteen (18) thousand pound front axles with corresponding suspension and tires.		12,000: Deduct \$1942 13,200: Deduct \$1865 14,600: Deduct \$1750
26. Optional rear suspensions, and rear axles a. Chalmers suspensions. b. 46K rear Axle		a)Deduct \$632 b)DSH 40: deduct \$1172
27. Factory Installed Snow plow headlight wiring & switch	λ	Add \$45
28. Backup alarm	λ	Add \$73
29. 135 AMP High output @ low RPM alternator		Add \$375 for low rpm,
30. Stationary passenger seat.		Deduct \$103
31. Deluxe interior trim	λ	Add \$383
32. Transmission retarder		n/a

Specification Requirements	Check if Meets or Exceeds	Describe Offered Alternatives Note: Alternatives offered will be evaluated by subject matter experts. Alternatives offered that are not found to meet the specification requirements may cause the bid to be rejected.
33. Switchable Snow Valve air intake		n/a
34. Longer or shorter wheel base in 10 inch increments		See item 23
35. Left side battery box location.		No Charge
36. Tractor Options: Cab controlled air slide Holland fifth wheel plate. The fifth wheel plate shall rise above the frame rails of the chassis by 7.6 inches. ¼ fenders & Flaps		Holland FW35 fifth wheel w/60" slide, deck plate package, ¼ fenders, mudflaps, 12ft A & E lines: Add \$2550
37. Tractor Options: Pro Tech model 10-1000 aluminum cab guard with chain binder holding locking brackets and a rear view window opening		Add:\$1650
38. Tractor Options: Work light mounted on each upper corners of the cab guard. The work lights shall be individually controlled within the cab		Add \$395
39. Tractor Options: Two Echo 6665 A strobe lights mounted on the outboard side of each work light		Add \$395
40. 11R24.5 Tires and wheels (rear)	X	No Charge
41. Service and Vin specific Parts Manual on CD.		Add \$350, service only
42. Relocate Switch Controller inside cab		n/a
43. CB Accommodation Package	X	Add \$72
44. Two Piece Clutch		n/a
45. T-Handle Allison Shift Selector		No charge
46. Truck-Lite 44 Series LED Taillights with Super 40 backup lights		Included
47. Steerable Lift Axle with a 13,500# rating Hendrickson Model Para lift with Split controls. The tires shall be 255/70R22.5 mounted on 8.25x22.5" Steel hub piloted wheels.	X	Add \$8350
48. Body Configuration Options: Remote Engine Control, Boom & Outrigger warnings, Remote Engine Stop & Start, PTO Controls		Remote Engine control provision Add: \$59 Remote engine stop/start: Add \$59
ADDITIONAL ITEMS AVAILABLE		

Specification Requirements	Check if Meets or Exceeds	Describe Offered Alternatives Note: Alternatives offered will be evaluated by subject matter experts. Alternatives offered that are not found to meet the specification requirements may cause the bid to be rejected.
49. Single power steering box		Deduct \$580
50. Front Disc Brakes no dust shields		Add \$750
51. Rear Disc Brakes, no dust shields	X	Add \$2642
52. Steel suspension insert for single frame	X	Add: \$860
55. Battery Disconnect Switch		Add:\$343
56. Battery Jump studs Underhood	X	Add: \$103
57. Dual side of cab exhaust		Add: \$835
58. PTO switch in dash		Add: \$65
59. Cab corner windows	X	Add: \$414
60. Non moto, heated mirrors		Deduct: \$230
61. 8 inch convex mirrors on LH,RH Hood		Add: \$191
62. Dual air horns, roof mounted		Add: \$103
63. Full gauge package to include: Axle Temp, Oil Temp, Transmission Temp, Manifold Pressure, Suspension Pressure	X	Add: \$365
64. 6 inch spotlight		Add: \$95
65. (2) mounted Strobe lights, Roof Mounted		Add: \$730
66. (2) mounted Beacon lights, Rotating Amber		Add: \$475
67. Hood top painted separate color		Add: \$1067
68. 123" BBC Hood in SFFA or SBFA		Add: \$1950
69. Cummins ISX 15 engine in various power levels (req's 123" BBC)		ISX15 450hp/1650 Tq Add \$1267 ISX15 485/1650 Add \$2070 ISX15 485/1850 Add \$2262 ISX15 525/1850 Add \$3237
70. Single 10 3/4 Frame rail, no liner		Deduct \$748
71. Deduct for no service training		Deduct \$250

TRUCK NEEDS TO HAVE TRPTO



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 20, 2016 Work Session:

- ***Job Requisitions***

- **Assessor**

- Administrative Assistant, temp increase hours from .5 to .8 **Job Requisition 2016-065**

- **Prosecuting Attorney**

- DPA, replacement, TM 14

Job Requisition 2016-066

- ***2016 Wellness Incentive Resolution***
- ***Onsite Lean Training***



**ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT**

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

July 20, 2016

Materials will be posted at www.islandcounty2036.org as soon as they are available

Subject/Description: Freeland Development Regulations

Discussion on the draft regulation concepts for public review, prior to the July 25th open house meeting scheduled in Freeland.

Attachment: No

Action Requested: *Discussion only*

Follow up:

Subject/Description: Final Draft Comprehensive Plan

Discussion on the final draft Island County Comprehensive Plan, prior to submittal to the Department of Commerce for the 60 day review.

Attachment: Yes/No

Action Requested: *Discussion only*

Follow up:



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 20, 2016

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

Administration:

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

Assessment & Healthy Communities:

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

Community & Family Health:

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

Environmental Health:

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

Natural Resources:

1. *Subject/Description:* Marine Resources Committee (MRC) vacancy.
Attachment: None.
Action Requested: Discussion.
2. *Subject/Description:* WA State Recreation & Conservation Office (RCO): Island County Lead Entity; Contract No. 15-1392P – Amendment No. 1. Increase in funding following June 23, 2016 SRFB decision. Effective 7/1/2016.
Attachment: Contract Amendment No. 1
Action Requested: Approval to move to Consent Agenda following legal review. Risk review is complete.
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: Continued discussion and direction.



Amendment to Project Agreement

Project Sponsor: Island Co. Dept. Natural Res.
Project Title: Island County Lead Entity 2015-2017

Project Number: 15-1392P
Amendment Number: 1

Amendment Type:

Cost Change

Amendment Description:

This amendment adds \$45,658 in lead entity capacity funding for year 2 of the biennium, following the Salmon Recovery Funding Board decision at its 6/23/2016 meeting. This amendment is effective July 1, 2016. This amount may be adjusted if needed, based on total expenditures by the lead entity in year 1 and on future board decisions.

Project Funding:

The total cost of the project for the purpose of this Agreement changes as follows:

	Old Amount		New Amount	
	Amount	%	Amount	%
RCO - PSAR-LEAD ENT	\$110,048.00	64.72%	\$110,048.00	51.02%
RCO - SALMON-LE FED	\$45,489.00	26.75%	\$75,369.00	34.94%
RCO - SALMON-LE ST	\$14,511.00	8.53%	\$30,289.00	14.04%
Project Sponsor	\$0.00	0.00%	\$0.00	0.00%
Total Project Cost	\$170,048.00	100%	\$215,706.00	100%
Admin Limit	\$0.00	0.00%	\$0.00	0.00%
A&E Limit	\$0.00	0.00%	\$0.00	0.00%

Agreement Terms

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

**State Of Washington
 Recreation and Conservation Office**

Island Co. Dept. Natural Res.

BY: 
 Kileen Cottingham

AGENCY: _____

BY: _____

TITLE: Director

TITLE: _____

DATE: 7/5/16

DATE: _____

Pre-approved as to form:

BY: _____ /S/

Project Sponsor: Island Co. Dept. Natural Res.
Project Title: Island County Lead Entity 2015-2017

Project Number: 15-1392P
Amendment Number: 1

Assistant Attorney General

Amendment Agreement Description

Project Sponsor: Island Co. Dept. Natural Res.
Project Title: Island County Lead Entity 2015-2017

Project Number: 15-1392 P
Amendment Number: 1

Agreement Description

The Island County Lead Entity will use this grant to coordinate implementation of the Salmon Recovery Plan for Water Resource Inventory Area 6, encompassing Island County's entire geographic boundary (primarily Whidbey and Camano Islands). Nearshore habitats in Island County provide critical shelter, food, and refuge for juvenile salmon as they transition from river to ocean stages of life. Program priorities identified in the plan include protecting and restoring priority nearshore habitat, furthering our understanding of habitat functions and species distribution, and increasing public awareness and support.

This grant will result in the Island County Lead Entity bringing the most suitable projects to the Salmon Recovery Funding Board for the consideration in the 2015-17 grant rounds. The Lead Entity facilitates citizen and technical committees to develop a prioritized list of projects in support of statewide and regional salmon recovery efforts. The Island County Lead Entity process fosters communication among committee members and project sponsors, resulting in projects with broad local support and technical justification.

For specific tasks and deliverables see the scope of work attached in the PRISM database.

The Island County Lead Entity, like other lead entities in Washington's salmon recovery effort, is a community-based group that develops strategies to restore salmon habitat and recruits organizations to do the work.

Amendment Eligible Scope Activities

Project Sponsor: Island County Department of Natural Resources
Project Title: Island County Lead Entity 2015-2017
Program: Salmon-LE Fed Contracts

Project Number: 15-1392
Project Type: Planning
Amendment #: 1

Planning Metrics

Worksite #1, Lead Entity Base Grant

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,
Steelhead-Puget Sound DPS
Bull Trout, Cutthroat
332471.0
78.00

Targeted species (non-ESU species):
Area Encompassed (acres) (B.0.b.1):
Miles of Stream Affected (B.0.b.2):

*This has not been quantified in Island
County yet. This also does not include
Island County's 196 miles of nearshore
habitat.*

Restoration Planning And Coordination Project

Evaluation/analysis of restoration plans and projects (B.1.b.9)

Project Identified in a Plan or Watershed Assessment (B.1.b.9.a):

Water Resources Inventory Area 6,
2005. Multi-Species Salmon Recovery
Plan

Description of the Plan (B.1.b.9.b):

The WRIA 6 Salmon Recovery Plan is a
framework for salmon recovery activities
to be undertaken in an integrated and
comprehensive manner. While a
comprehensive approach is encouraged
for maximum impact, selective or
sequential components can be effective
entry points. The salmon recovery
framework employs three core
elements: 1) providing access to
technologies and the best science 2) the
promotion of improved salmon recovery
practices and facilities 3) support for
long-term sustainability through the
creation of an enabling environment in
which salmon recovery activities can be
supported and take place.

Support to local entities or agencies (B.1.b.6)

Project Identified in a Plan or Watershed Assessment (B.1.b.6.a):

Water Resources Inventory Area 6,
2005. Multi-Species Salmon Recovery
Plan

Amendment Eligible Scope Activities

Description of the Plan (B.1.b.6.b):

The WRIA 6 Salmon Recovery Plan is a framework for salmon recovery activities to be undertaken in an integrated and comprehensive manner. While a comprehensive approach is encouraged for maximum impact, selective or sequential components can be effective entry points. The salmon recovery framework employs three core elements: 1) providing access to technologies and the best science 2) the promotion of improved salmon recovery practices and facilities 3) support for long-term sustainability through the creation of an enabling environment in which salmon recovery activities can be supported and take place.



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

Attachment A -

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/oqd/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_conditions.pdf

For TRIBES:

http://www.epa.gov/ogd/tc/tribal_grant_cyber_security_conditions.pdf

For Other Recipients:

http://www.epa.gov/ogd/tc/cyber_security_grant_conditions_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 GRANTEE'S agents, employees, representatives, or any Subcontractor or its employees.

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

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

INDEPENDENT CAPACITY OF THE GRANTEE

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

INDUSTRIAL INSURANCE COVERAGE

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

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

INSURANCE

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the GRANTEE or Subcontractor, or agents of either, while performing under the terms of this contract. The GRANTEE shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the GRANTEE, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
3. 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 176 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:

<u>Federal Grantor Agency</u>	<u>2 CFR Chapter</u>
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.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 3/20/2015

**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? <input type="checkbox"/> YES (skip to signature block. Sign, date and return) <input type="checkbox"/> 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, subgrants, and/or cooperative agreements; **and**
 - b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, 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**
Amount of the award | contract: **\$99,978.00**

Other Contract Number:

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 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..

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.

HUMAN SERVICES
Work Session Agenda
July 20, 2016

1. Subject: Request for Proposals
Description: Affordable and Homeless Housing Document
Recording Fees
Attachment: Yes
Proposed Action: Approval to proceed

2. Subject: Memorandum of Understanding
Description: Agreement with South Whidbey School District
Attachment: Yes
Proposed Action: Approval



ISLAND COUNTY HUMAN SERVICES DEPARTMENT

Application Information and Instructions for RFP #16-02 Housing Assistance and Services Projects Funding Period: January 1 - December 31, 2017

Overview

The Island County Human Services Department is soliciting proposals that will address local affordable housing and homeless housing priorities as outlined in the Island County Plan to End Homelessness. The hierarchy of priorities is:

- Assisting the unsheltered
- Increase and preserve the number of affordable rental housing units
- Continued prevention for individuals and families at risk of homelessness
- Rapid re-housing of the homeless
- Supportive housing for the chronically homeless
- Developing options for emergency shelter, including a walk-in shelter
- Increasing number of permanent supportive housing beds which may use the Housing First model
- Increasing affordable housing options for individuals, families and seniors.
- Assistance for homeless and at risk youth

These are all important activities and are part of the local Housing Continuum of Care. Ideas or proposals for each will be reviewed independently. Applications should include evidence-based strategies for addressing these priorities and may want to include plans for working with other organizations, such as faith-based groups or organizations providing assistance to members of the community.

Given the extremely low vacancy rate and local market conditions, the Department is seeking proposals which include innovative, unique strategies to reduce homelessness. Island County will evaluate the performance of each agency it contracts with in order to provide funding to those who show the greatest results in the priority areas. The County will fund projects with revenues generated through 2 funding sources using separate Applications for each and is looking for proposals that use County funding to leverage funds from other sources.

Funds Available: Up to \$590,000

Funding is available for the contract period January 1– December 31, 2017. Each application will be considered for all sources based on activities which are eligible for funding.

- Affordable Housing Fund – up to \$90,000
- Homeless Housing Fund – up to \$500,000

Funding Source Definitions and Activities Eligible for Funding

1. **The Affordable Housing Fund** assists in the development and preservation of affordable housing that addresses critical local housing needs for households at or below 50% of the area median income. The Affordable Housing for All Grant Program came about through enactment of Substitute House Bill 2060 which became law in Washington State on June 13, 2002. The law created a fee on certain recorded documents which fee must be utilized for affordable housing for low income households.

Eligible activities are defined in the legislation for Substitute House Bill 2060. These include:

- Acquisition, construction, or rehabilitation of housing projects or units within housing projects;
- Supporting building operation and maintenance costs of housing projects or units within housing projects eligible to receive housing trust funds, that are affordable to very-low income households with incomes at or below fifty percent of the area median income and that require a supplement to rent income to cover ongoing operating expenses [Note that the WA State Housing Trust Fund requires that facilities serve the target population for at least 40 years.];
- Operating costs for emergency shelters and licensed overnight youth shelters.

Organizations that are eligible to receive Housing Trust Funds are local governments, local housing authorities, regional support networks established under chapter 71.24 RCW, nonprofit community or neighborhood-based organizations, federally recognized Indian tribes in the state of Washington, and regional or state-wide nonprofit housing assistance organizations.

2. **The Homeless Housing Fund** was created in Washington State by Engrossed Second Substitute House Bill (ESSHB) 2163 on August 1, 2005. The law created a fee on certain recorded documents which fee must be utilized by local jurisdictions to reduce homelessness. Administration of the grant funds are shared between local governments and the state. Eligible uses of the funds are broad as long as the program funded addresses homelessness through housing and/or services.

The *Homeless Housing Fund* assists homeless persons and families. Eligible activities are defined in the legislation for Washington State Engrossed Second Substitute House Bill (ESSHB) 2163 which remain intact after the 2014 legislative session. Eligible activities include:

- Rental and furnishing of dwelling units for the use of homeless persons;
- Costs of developing affordable housing for homeless persons, and services for formerly homeless individuals and families residing in transitional housing or permanent housing and still at risk of homelessness;
- Operating subsidies for transitional housing or permanent housing serving formerly homeless families or individuals;
- Services to prevent homelessness, such as emergency eviction prevention programs including temporary rental subsidies to prevent homelessness;
- Temporary services to assist persons leaving state institutions and other state programs to prevent them from becoming or remaining homeless;
- Outreach services for homeless individuals and families;
- Development and management of local homeless plans including homeless census data collection; identification of goals, performance measures, strategies, and costs and evaluation of progress towards established goals;
- Rental vouchers payable to landlords for persons who are homeless or in immediate danger of becoming homeless and have incomes below fifty percent (50%) of the area median income;
- Other activities to reduce and prevent homelessness as identified for funding in the local plan.

Island County seeks applications which address the priorities identified above.

Timeline

Request for Proposals Issued	Monday August 1, 2016
Voluntary Applicant Conference	Monday, August 15, 2016 @ 1:00 p.m. at 105 NW 1 st Street, Coupeville, WA
Applications Due	Monday September 19, 2015 by 4:00 p.m.
Select Provider & Award Notification	Week of October 3, 2016
Contracts developed/negotiated/finalized	October 2016
Contract Start Date	January 1, 2017

Applicant Conference

The purpose of the conference will be to explain the RFP process and answer general informational questions. Attendance is not required.

Income Limits

Area Median Income is determined by the Department of Housing and Urban Development (HUD) on the basis of state and local earnings data and is published for cities and counties. HUD updates income limits annually each December. The most up-to-date income limits will apply to all funded projects.

**Area Median Income (AMI): \$66,400
Island County, Effective March 2016**

Number in Household	Extremely Low Income (Below 30% AMI)	Very Low Income (31%-50% AMI)	Low Income (51%-80% AMI)
1	\$14,850	\$24,700	\$39,500
2	\$16,950	\$28,200	\$45,150
3	\$20,160	\$31,750	\$50,800
4	\$24,300	\$35,250	\$56,400
5	\$28,440	\$38,100	\$60,950
6	\$32,580	\$40,900	\$65,450
7	\$36,730	\$43,750	\$69,950
8	\$40,890	\$46,550	\$74,450

Eligible Applicants

Responses to this RFP will be accepted from any legally formed entity that meets the following conditions:

The applicant is incorporated as a non-profit corporation in the State of Washington and has been granted 501(c)(3) tax-exempt status by the United States Internal Revenue Service **or** is a sole proprietorship, general partnership, corporation, limited partnership, limited liability company, or limited liability partnership or is a commission or authority established pursuant to applicable

Washington State law or, if a successful applicant, will be incorporated as such in Washington State.

- The applicant has a demonstrated capacity to ensure adequate administrative and accounting procedures and controls necessary to safeguard all funds that may be awarded under the terms of this RFP.
- The applicant has a current Federal Tax ID number.
- The applicant demonstrates the capability to meet program expenses in advance of reimbursement.

Further, applicants must meet the following Program Requirements:

- The applicant must have an established history of serving very low-income residents.
- Applicants for Operations and Maintenance (which is funded by the Affordable Housing Fund) for transitional housing facilities or units within transitional housing facilities must be eligible to receive funds from the State of Washington Housing Trust Fund and must have insufficient rent income from residents to cover ongoing operating expenses.
- Applicants for projects involving emergency shelter must provide specific information on where and how the emergency shelter will be provided, whether a specific site, a motel voucher plan or plan to house youth.
- The applicant must support the goals established in the current Island County Plan to End Homelessness.

RFP Conditions/Requirements

1. In order to be considered, applicants must supply all the information requested and all responses must be complete. Please follow the format of the Request for Proposal to which you are responding.
2. A Housing Advisory Board RFP Review Committee will review the proposals and rate them. Applicants *may* be asked to appear in person to present their proposals and provide additional information and answer questions. The RFP committee will then make a recommendation to the Board of County Commissioners. Island County reserves the right to negotiate or reject part of or the entire proposal recommended by the review committee.
3. By submitting a proposal in response to this RFP, the respondent accepts all the terms and conditions of this RFP, as well as all County and State regulations and requirements pertaining to the operation of the solicited services.
4. County Disclaimer:
 - a. Failure of the County to notify any party or parties directly regarding the availability of this RFP shall not void the process.
 - b. The County is not liable for any costs incurred in the development of an application. All costs incurred in responding to this RFP are solely the responsibility of the applicant.
 - c. The County reserves the right to reject any or all applications. The RFP is a solicitation for proposals to provide Housing units and supportive services and is not to be construed as an offer, guarantee or a promise that the solicited services will be purchased by the County. The County may withdraw this request for proposals at any time and for any reason without liability to respondents for damages, including, but not limited to, application preparation costs.

- d. Island County reserves the right to allocate these dollars based upon its best understanding of the needs for such services in the County and upon its assessment of likelihood that the agency proposals submitted will assist it in meeting those needs.

5. Non-responsive Submissions:

- a. The Housing Advisory Board RFP Review Committee will determine if any applications are non-responsive to the RFP and must be deemed unacceptable.
- b. An application could be deemed unacceptable for any of the following reasons:
 - 1) Does not address the essential requirements of the RFP,
 - 2) Is clearly deficient in approach,
 - 3) Does not include all required attachments,
 - 4) Violates specific condition(s) of the RFP.

6. Evaluation of Responses:

The Island County Human Services Department, on behalf of the Island County Board of County Commissioners, reserves the right to award the available funds to a successful applicant based upon analysis of the proposals and an appreciation of the needs of Island County residents.

7. Right to Appeal:

Non-selected applicants have the right to appeal the decision of the County, limited to procedural or legal errors in the selection process. In the event that no such procedural or legal errors are found to have occurred, the decision of the County shall be final.

An aggrieved applicant may, within five (5) working days after the award of a contract, appeal in writing to the Director of the Island County Human Services Department. The appeal must state all facts and arguments upon which the appeal is based. The Director will review the RFP and the facts alleged as grounds for the appeal. The Director will render a written decision within thirty (30) working days of the receipt of the appeal. The decision of the Director will be final.

8. Debriefing of Unsuccessful Proposals

Upon request, a debriefing conference will be scheduled with an unsuccessful applicant. The request for a debriefing conference must be received by the Island County Housing Program Coordinator within five (5) business days after the notification letter is mailed to the applicant. The debriefing must be held within five (5) business days of the request. Discussions will be limited to a critique of the applicant's proposal. Comparisons between proposals or evaluations of other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

Contracting Conditions/Requirements

1. The authority to enter into a contract rests with the Island County Board of County Commissioners.
2. The County reserves the right to negotiate with the successful applicant and may request additional information or modification of the submission.

3. Applicant must be able to meet the Island County Human Services Department General Terms and Conditions.
4. The successful applicant will participate in the coordinated entry system by accepting referrals and providing case management services to those for whom housing is not available. Case management services provided to those seeking housing include determining barriers to housing and assisting with eliminating those barriers, assistance with budgeting where appropriate and discussing other issues impacting housing.
5. The successful applicant will collect data on clients who receive services funded by the County contract and report that data on the Homeless Management Information System (HMIS) in the manner prescribed by the County.
6. The successful applicant will submit all reports, documents, and studies required by the County for the purpose of monitoring and evaluating service performance and client outcomes.

Specific Instructions

Proposal Format

1. Applications must be typewritten in black 12-point font on standard 8 ½ x 11 inch white paper with one-inch margins and stapled once in the upper left corner. Applications submitted with binders or covers will be rejected. Page numbers are required. Extensive artwork, photographs, and printing should be avoided. Do not include any materials not requested in this RFP and its attachments.

2. Applications must be limited to ten (10) pages, not including the Application Cover sheet, Project Activity Type checklist, the external financial audit or review, references, and the Budget and Personnel Detail Worksheets.

3. Applicants must submit one (1) original of the application in a sealed envelope or electronically scanned with signature. Applicants only need to submit one copy of their most recent audit.

4. **Late proposals will not be accepted.** Faxed and electronic applications will not be accepted. Applicants must submit an original "Master Copy" and 5 copies of their proposal no later than 4:00 p.m. on Monday, **September 19, 2016** to be accepted and considered.

5. Questions regarding the contents of this RFP should be directed to Catherine Reid, Housing Program Coordinator at 360-678-7804 following the applicants' conference on Monday, **August 15, 2016** at 1 pm.

6. Proposals should be sent to:

Island County Department of Human Services
Attn: Catherine Reid, Housing Program Coordinator
P. O. Box 5000
Coupeville, WA 98239; or

c.reid@co.island.wa.us

Proposals could also be dropped off at the Human Services Office at 105 NW 1st Street in Coupeville.



**ISLAND COUNTY
HUMAN SERVICES DEPARTMENT**

**Request for Proposal (RFP) #16-02
Consolidated Homeless Grant and Homeless Housing Fund – up to \$500,000
Funding Period: January 1 - December 31, 2017**

APPLICATION COVER SHEET

Amount Requested: \$ _____

THE PROJECT IS SEEKING SUPPORT FOR HOMELESS HOUSING ASSISTANCE:

Check all that apply.

Emergency Overnight Shelter Temporary Shelter Rapid Rehousing Assistance Transitional Housing Permanent Supportive Housing Prevention Assistance Program Operations/Case Management Other Homeless Services

Applicant Information

Name of Organization: _____

Mailing Address: _____

Business Phone: _____

Email: _____

Employer IRS ID number/Federal Tax ID number: _____

State of Washington Business License Number(s): _____

Primary Contact Name and Email: _____

Is your agency able to comply with the Island County Human Services Department General Terms and Conditions regarding insurance and the ability to pay with reimbursement from the County? _____

Authorized Signature and Title

Date

PROGRAM NARRATIVE – (5 pages maximum, not including questions)

Address each of the following questions in an appropriately titled paragraph using no more than five typewritten pages total. How well the bulleted detail portions below each question are answered will be the criteria upon which the application is scored.

1. Describe how the proposed program will participate in the coordinated entry system. **30 points.**
Island County will be requiring participation in the coordinated entry process in the contracts.
 - Describe willingness to/or experience in participating in coordinated entry process and how you will add value to that process.
 - Describe with specificity the types of services you agree to provide upon receipt of a referral from Coordinated Entry.
 - Explain the process that you will undertake to assess the needs of the household and how you assist the household in a way that provides benefits other than housing.

2. Details for funding request. **25 points.**
 - a. Briefly detail the use of the funding being applied for.
 - State whether you will serve unsheltered households, and if not, explain why. (Unsheltered includes households that are living outdoors, in cars, in places not suitable for habitation.)
 - List the amount of funding requested for each project if multiple projects.
 - Explain how funding will be used, including specifying household type and housing status.
 - State whether all funding is required for your project to move forward.
 - Explain how you propose to maximize or leverage existing funds from your agency by pairing them with the sources in this RFP.

 - b. If you are seeking an increase in the funding amount previously received from Island County, please describe, in detail:
 - Additional activities or services will result from the additional funding.
 - Populations that will benefit from the additional funding.
 - How many additional people will be served.

3. Will your program/project be designed with policies and procedures tailored exclusively to the needs of one of the below **vulnerable populations**? If yes, please describe. **25 points.**
 - Families.
 - Single Men and Women, including seniors.
 - Households without children, including seniors.
 - Youth, specify minors (under 18) and/or young adults (18-24).
 - People experiencing chronic homelessness (defined by U.S. Department of Housing and Urban Development as “either 1. A homeless individual with a disabling condition who has been continuously homeless for a year or more, OR 2. an individual with a disabling conditions that has had at least four episodes of homelessness in the past three years.”)
 - People with behavioral health issues.
 - People with other disabilities.

OR, if your program/project is not specifically designed for the above groups, your answer may receive up to 10 points if it serves one or more of the above populations among a more general population. If this is the case, please describe.

4. How will your request provide housing/services to end homelessness? Detail how your request addresses one or more of the following areas: **25 points.**

- Housing the unsheltered.
 - Increase housing inventory.
 - Rapidly re-house households that become homeless.
 - Provide overnight emergency shelter.
 - Target homeless prevention assistance to those most at risk of losing housing. Explain how you determine who is most at risk.
 - Provide interim housing through temporary shelter and/or transitional housing. Describe which populations you will prioritize.
 - Increase the supply of supportive housing.
 - Offer low to no barrier housing, including that employing the Housing First strategy.
 - Link people to services that improve housing stability.
 - Measure and Report Progress Toward Goals.
5. Describe the service model for this program. **25 points.**
- Who will be providing the services, and where they will be located.
 - Explain how services will increase stability for participants and how that will be measured.
 - Provide information on how participants will access the services.
 - Describe how the program will help link participants to other resources in the community.
 - If the applicant is partnering with another organization to provide housing and/or services to program/project participants, list the names of the partners and provide information on the specific roles and responsibilities of each.
 - If your service model includes case management, describe how case management will be provided.
6. What outcome measures will demonstrate the success of the program/project? Will you be able to report these outcomes to Human Services following six months of service and at the end of 2016? **25 points.**
- Detail how outcomes related to reducing homelessness and/or the length of time one experiences homelessness will be tracked and reported.
 - Describe how outcomes are directly related to program activities and strategies.
 - Describe the specific performance measures by which progress of the program will be monitored (i.e., number of people housed, percent returning to homeless system, average length of stay).
 - Describe the anticipated outcomes for this project, as a result of these funding resources (i.e., that would not be achieved without this funding), and how you plan to measure the required outcomes and any other measurements of success for the population that will be served.
7. Explain how this program/project will be sustained beyond the duration of the grant by providing a viable sustainability plan. **20 points.**

MANAGEMENT NARRATIVE (3 pages maximum)

Please provide a description of the following: **25 points.**

1. Agency's history, mission, and organizational structure.
2. Key staff, including subcontractors, who will conduct work related to this program, including a description of their qualifications, education and/or experience, and any licenses and/or certificates they hold.
3. Detail agency's experience related to this RFP, including:

- Providing case management to people who are homeless, in crisis, or at risk of losing their homes;
 - Administering rental assistance voucher programs and/or eviction prevention programs;
 - Ownership and/or operation of multi-family housing projects of five units or more.
 - Ownership and/or operation of emergency and transitional housing facilities;
4. Agency's quality control measures and mechanisms for ensuring sound financial and accounting practices.

PROGRAM BUDGET (2 pages maximum, not including attachment worksheets)

Address each of the following points in an appropriately titled paragraph. **25 points.**

- Budget directly relates to housing provided
- Budget is detailed in all respects
- Budget contains no unexplained amounts
- Budget details funding sources of matching contributions
- Project funds are sufficient to perform work

Use the attached Excel spreadsheet to submit a completed budget.

Include other funding sources available to your program in the worksheet tabbed "Fund Sources".

Follow the "Budget Form Instructions and Definitions" tabbed in the spreadsheet.

TOTAL PROGRAM POINTS _____

Maximum 205 points

Exhibit 1
Additional Requirements Checklist
RFP #16-02

The following are additional items that may be requested to assist in the evaluation of your application for funding. **Please do not provide this information at this time.** Should additional information be requested, only a single copy of the requested items will be required.

- Copy of current Business License
- Copy of IRS 501(c)(3) documentation
- Licensure/certification information: _____
- An organizational chart
- A list of applicant's Board of Directors, including names, addresses, occupation, officers, and meeting schedules.
- Job descriptions of key staff who will be involved in the program
- Agency's strategic plan, including mission and vision statement
- Board strategic planning documents, including mission and vision statement
- A copy of agency by-laws
- Staff orientation, training, and qualification procedures
- Agency personnel policies
- Insurance certificate documenting proof of insurance coverage Specified limits required and Additional Insured Endorsement naming Island County as an Additional Insured or equivalent
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products/Completed Operations
 - \$1,000,000 Personal Injury and Advertising Injury
 - \$1,000,000 Each Occurrence

Proposal Contents

The proposal needs to include the following and in the order listed:

- Application Cover Sheet.
- Proposal Narrative – Up to 5 pages.
- Management Narrative – Up to 3 pages
- Program Budget – Up to 2 pages
- References (List Only)

Include a list of at least three (3) individuals or entities who may be contacted to provide information regarding the applicant's ability to carry out the terms and purpose of this RFP. Provide names of contacts, telephone numbers, and e-mail addresses (if available). No reference letters are required with the application.



**ISLAND COUNTY
HUMAN SERVICES DEPARTMENT**

**Request for Proposal (RFP) #16-02
Affordable Housing Fund – up to \$90,000
Funding Period: January 1 - December 31, 2017**

APPLICATION COVER SHEET

Amount Requested: \$ _____

THE PROJECT IS SEEKING SUPPORT FOR:

Check all that apply.

Shelter Operations and Maintenance Transitional Housing Operations and Maintenance

Affordable Housing Development Supportive Housing Operations and Maintenance

Applicant Information

Name of Organization: _____

Mailing Address: _____

Business Phone: _____

Email: _____

Employer IRS ID number/Federal Tax ID number: _____

State of Washington Business License Number(s): _____

Primary Contact Name and Email: _____

Is your agency able to comply with the Island County Human Services Department General Terms and Conditions regarding insurance and the ability to pay with reimbursement from the County? _____

Authorized Signature and Title

Date

PROGRAM NARRATIVE – (5 pages maximum, not including questions)

Address each of the following questions in an appropriately titled paragraph using no more than five typewritten pages total. How well the bulleted detail portions below each question are answered will be the criteria upon which the application is scored.

1. Briefly state the local need your program will address. **35 points.**
 - A statement of need for the particular project;
 - An itemization of the operations and maintenance activities that will be performed;
 - The number and characteristics (e.g., age, income level, individuals vs. families, and/or youth) of households the project will benefit;
 - The type of units and/or facilities that will be funded (e.g., shelter vs. transitional vs. permanent supportive housing, unit size);
 - The location of the operation and maintenance activities that will be performed;
 - The project timeline for the identified operations and maintenance activities.
 - Development of Affordable Housing.

2. Details for funding request. **35 points.**
 - a. Briefly detail the use of the funding being applied for.
 - List the amount of funding requested;
 - Explain how funding will be used;
 - State whether all funding is required for your project to move forward.
 - Explain how you propose to maximize or leverage existing funds from your agency by pairing them with the sources in this RFP.

 - b. If you are seeking an increase in the funding amount previously received from Island County, please describe, in detail:
 - Additional activities or services will result from the additional funding.
 - Populations that will benefit from the additional funding.
 - How many additional people will be served.

MANAGEMENT NARRATIVE (3 pages maximum)

Please provide a description of the following: **25 points.**

1. Agency's history, mission, and organizational structure.

2. Key staff, including subcontractors, who will conduct work related to this program, including a description of their qualifications, education and/or experience, and any licenses and/or certificates they hold.

3. Detail agency's experience related to this RFP, including:
 - Ownership and operation of multi-family housing projects of five units or more.
 - Ownership and operation of shelter and transitional housing facilities;

4. Agency's quality control measures and mechanisms for ensuring sound financial and accounting practices.

PROGRAM BUDGET (2 pages maximum, not including attachment worksheets)

Address each of the following points in an appropriately titled paragraph. **25 points.**

- Budget directly relates to housing provided
- Budget is detailed in all respects
- Budget contains no unexplained amounts
- Budget details funding sources of matching contributions
- Project funds are sufficient to perform work

Use the attached Excel spreadsheet to submit a completed budget. Include other funding sources available to your program in the worksheet tabbed "Fund Sources". Follow the "Budget Form Instructions and Definitions" tabbed in the spreadsheet.

TOTAL PROGRAM POINTS _____

Maximum 120 points

Exhibit 1
Additional Requirements Checklist
RFP #16-02

The following are additional items that may be requested to assist in the evaluation of your application for funding. **Please do not provide this information at this time.** Should additional information be requested, only a single copy of the requested items will be required.

- Copy of current Business License
- Copy of IRS 501(c)(3) documentation
- Licensure/certification information: _____
- An organizational chart
- A list of applicant's Board of Directors, including names, addresses, occupation, officers, and meeting schedules.
- Job descriptions of key staff who will be involved in the program
- Agency's strategic plan, including mission and vision statement
- Board strategic planning documents, including mission and vision statement
- A copy of agency by-laws
- Staff orientation, training, and qualification procedures
- Agency personnel policies
- Insurance certificate documenting proof of insurance coverage Specified limits required and Additional Insured Endorsement naming Island County as an Additional Insured or equivalent
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products/Completed Operations
 - \$1,000,000 Personal Injury and Advertising Injury
 - \$1,000,000 Each Occurrence

Proposal Contents

The proposal needs to include the following and in the order listed:

- Application Cover Sheet.
- Proposal Narrative – Up to 5 pages.
- Management Narrative – Up to 3 pages
- Program Budget – Up to 2 pages
- References (List Only)

Include a list of at least three (3) individuals or entities who may be contacted to provide information regarding the applicant's ability to carry out the terms and purpose of this RFP. Provide names of contacts, telephone numbers, and e-mail addresses (if available). No reference letters are required with the application.



**ISLAND COUNTY
HUMAN SERVICES DEPARTMENT**

**Request for Proposal (RFP) #16-02
Pre-Development Fund – up to \$300,000
Funding Period: TBD**

APPLICATION COVER SHEET

Amount Requested: \$ _____

THE PROJECT IS SEEKING SUPPORT FOR: Affordable Housing Development

Supportive Housing Development Other Housing Development

Applicant Information

Name of Organization: _____

Mailing Address: _____

Business Phone: _____

Email: _____

Employer IRS ID number/Federal Tax ID number: _____

State of Washington Business License Number(s): _____

Primary Contact Name and Email: _____

Is your agency able to comply with the Island County Human Services Department General Terms and Conditions regarding insurance and the ability to pay with reimbursement from the County? _____

Authorized Signature and Title Date

PROGRAM NARRATIVE – (5 pages maximum not including the inquiries)

Address each of the following inquiries in an appropriately titled paragraph using no more than five typewritten pages total. How well the bulleted detail portions below each inquiry are answered will be the criteria upon which the application is scored.

1. Briefly state the local need your program will address.
 - A statement of need for the particular project;
 - The number and characteristics (e.g., age, income level, individuals vs. families, and/or youth) of households the project will benefit;
 - The type of units and/or facilities that will be funded (e.g., shelter vs. transitional vs. permanent supportive housing, unit size);
 - Identify where the project will be located.
2. Details for funding request.
 - a. Briefly detail the use of the funding being applied for.
 - List the amount of funding requested;
 - Explain in detail how funding will be used;
 - State whether all funding is required for your project to move forward;
 - Explain how you propose to maximize or leverage these funds to obtain all the necessary funding for the development of the project.
 - b. Detail the pre-development services and activities for which the funding will be used including those identified in the funding availability announcement.
3. Provide estimates on the amount of annual funding that will be required to operate and maintain the proposed project, including but not limited to services, rental subsidies and ongoing maintenance. Please include anticipated funding sources for ongoing operations and maintenance.

MANAGEMENT NARRATIVE (3 pages maximum)

Please provide a description of the following:

1. Agency's history, mission, and organizational structure.
2. Key staff, including subcontractors, who will conduct work related to this project, including a description of their qualifications, education and/or experience, and any licenses and/or certificates they hold.
3. Detail agency's experience related to this RFP, including:
 - Development of multi-family housing projects of five units or more.
 - Development of shelter and transitional housing facilities;
4. Agency's quality control measures and mechanisms for ensuring sound financial and accounting practices.

PROGRAM BUDGET (2 pages maximum, not including attachment worksheets)

Address each of the following points in an appropriately titled paragraph.

- Budget directly relates to housing provided
- Budget is detailed in all respects
- Budget contains no unexplained amounts
- Budget details funding sources for completion of project
- Project funds are sufficient to perform work

Use the attached Excel spreadsheet to submit a completed budget. Include other funding sources available to your program in the worksheet tabbed "Fund Sources". Follow the "Budget Form Instructions and Definitions" tabbed in the spreadsheet.

Exhibit 1
Additional Requirements Checklist
RFP #16-02

The following are additional items that **may** be requested to assist in the evaluation of your application for funding. **Please do not provide this information at this time.** Should additional information be requested, only a single copy of the requested items will be required.

- Copy of current Business License
- Copy of IRS 501(c)(3) documentation
- Licensure/certification information: _____
- An organizational chart
- A list of applicant's Board of Directors, including names, addresses, occupation, officers, and meeting schedules.
- Job descriptions of key staff who will be involved in the program
- Agency's strategic plan, including mission and vision statement
- Board strategic planning documents, including mission and vision statement
- A copy of agency by-laws
- Staff orientation, training, and qualification procedures
- Agency personnel policies
- Insurance certificate documenting proof of insurance coverage Specified limits required and Additional Insured Endorsement naming Island County as an Additional Insured or equivalent
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products/Completed Operations
 - \$1,000,000 Personal Injury and Advertising Injury
 - \$1,000,000 Each Occurrence

Proposal Contents

The proposal needs to include the following and in the order listed:

- Application Cover Sheet.
- Proposal Narrative – Up to 5 pages.
- Management Narrative – Up to 3 pages
- Program Budget – Up to 2 pages
- References (List Only)

Include a **list** of at least three (3) individuals or entities who may be contacted to provide information regarding the applicant's ability to carry out the terms and purpose of this RFP. Provide names of contacts, telephone numbers, and e-mail addresses (if available). No reference letters are required with the application.

**ISLAND COUNTY HUMAN SERVICES DEPARTMENT
P O BOX 5000
COUPEVILLE, WA 98239-5000**

CONTRACT AMENDMENT

CONTRACT HS-32-15	AMENDMENT # 1	CONTRACT HEREINAFTER IDENTIFIED AS: HS-32-15(1)	MAXIMUM AMT. OF AMENDMENT: \$24,000
NAME & ADDRESS OF CONTRACTING ORGANIZATION: South Whidbey School District PO Box 346 Langley, WA 98260		TITLE OF FUNDS: South Whidbey School District LAP Funds	MAXIMUM AMT. OF CONTRACT: Original \$0 <u>Amend 1 \$24,000</u> Total \$24,000
		COUNTY CONTACT: Jackie Henderson Human Services Director	
CONTRACT PERIOD FROM: 8/15/15		TO: 6/30/20	
AMENDMENT PERIOD FROM: 9/1/16		TO: 6/30/17	

DESCRIPTION OF AMENDMENT, MODIFICATION OR CHANGE ORDER TO THE AGREEMENT REFERRED TO AS CONTRACT NUMBER HS-32-15 AND AMENDMENTS THERETO FOLLOW:

1. Add Contract Amendment 1 Face Sheet to Contract HS-32-15 and increase the maximum contract amount by \$24,000 for the period 9/1/16 - 6/30/17.
2. Add paragraph 12, as follows:

 The District agrees to provide the County with \$24,000 in Lap funds for the 2016-2017 school year. This money will increase one School-Based Counselor position from .6 FTE to .7 FTE and add a .5 FTE Case Manager to work in the school.
3. Renumber former paragraph 12 to read "13."

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

This is a unilateral change order, signature of Contractor is not required below.

The Contractor hereby acknowledges and accepts the terms and conditions of this amendment or modification. Signature is required below.

FOR THE CONTRACTOR:

FOR ISLAND COUNTY:

Signature

Date

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

Date

Title

AGREEMENT
between
ISLAND COUNTY
and
SOUTH WHIDBEY SCHOOL DISTRICT #206

THIS AGREEMENT is made and entered into by and between Island County, hereinafter referred to as "County", and South Whidbey School District #206, hereinafter referred to as "District." In consideration of the terms and conditions contained herein, Island County and the District do mutually agree to enter a contractual relationship as described in this Agreement.

IT IS THE PURPOSE OF THIS AGREEMENT TO allow the District to house the school-based mental health services of the County. These services will be mental health related and will serve students and parents from Island County. The County shall employ a mental health specialist, supervise this person, and be responsible for compensations to this person.

NOW, THEREFORE, it is hereby agreed as follows:

1. The period of performance of this Agreement shall be in effect from August 15, 2015 through June 30, 2020.

2. The County will facilitate student groups and individual counseling and case management; provide crisis intervention services; serve as a resource for parents, staff, and students; and assist in facilitating the process of finding appropriate services for students and families. Other mental health related services may be provided as appropriate and as needed by the school district.

3. Criminal background checks are required on all County staff, subcontractors or volunteers who have unsupervised access to children or vulnerable adults. These requirements are listed in RCW 43.20A.710, RCW 43.43.832 and RCW 71A.10.020. All persons convicted of crimes listed in RCW 43.43.830 and RCW 43.43.842 are prohibited from having access to participants. Unsupervised access is defined in RCW 43.43.830(9).

4. The County shall prohibit any employee of theirs from working at or on the District's property if the employee has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under chapter 9A.42 RCW, the physical injury or death of a child under chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under chapter 46.61 RCW), sexual exploitation of child under chapter 9.68A RCW, sexual offenses under chapter 9A.44 RCW where minor child under RCW 9A.64.030, or violation of similar laws or another jurisdiction per RCW 28A.400.300. The District reserves the right to terminate this agreement without notice as provided in RCW 28A.400.330, should the County fail to comply with this section.

5. The District will be responsible for providing adequate office space and access to a confidential phone line, internet access, an e-mail address, computer printer, locking file cabinet, and general supplies to support the mental health services provided by the County.

6. The District has designated Dr. Jo Moccia as the point of contact. Her phone number is 360-221-6100. The County has designated Charlene Ray as its point of contact. Her phone number is 360-969-5867.

7. Each party shall assume the risk of, be liable for, and pay all damage, loss, cost and expense of its officers, officials, and employees arising out of any duty performed, or not performed, while acting in good faith within the scope of this agreement.

8. Both parties shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by both parties, its agents, representatives, employees or subcontractors. Both parties shall provide a Certificate of Insurance evidencing:

- A. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and,
- B. Professional Liability if applicable, with limits of \$1,000,000.

Both parties shall be given sixty (60) days prior written notice of any cancellation, suspension or material change in coverage.

9. The District agrees that the mental health specialist's schedule shall not be changed unless approved by the Mental Health Supervisor.

10. The County and the District must comply with the Americans with Disabilities Act of 1990, 42 USC 12101 et seq 600D, also referred to as the "ADA" and the rules 28 CFR Part 35. This act provides comprehensive civil rights protections to individuals with a record of, or regarded as having sensory, mental or physical impairment in the area of employment, public accommodations, state and local government services and telecommunications.

11. The County shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, the presence of any sensory, mental or physical disability or honorably discharged veteran or military status:

Deny any individual any services or other benefits provided under this Contract;

Provide any services or other benefits to any individual which are different or are provided in a different manner from those provided to others under this Contract;

Subject any individual to segregation or separate treatment in a manner related to his/her receipt of any service or other benefits provided under this Contract;

Deny any individual an opportunity to participate in any program provided by this Contract through the provision of services or otherwise, or afford him/her the opportunity to do so which is different from those afforded to others under this Contract.

The District in determining (a) types of services or other benefits to be provided, (b) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (c) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which discriminate or substantially impair accomplishment of the objective of this Contract with respect to individuals on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, the presence of any sensory, mental or physical disability or honorably discharged veteran or military status.

The District shall take affirmative action to insure that its facilities and programs are accessible to people with sensory, mental or physical handicaps.

12. The District agrees to provide the County with \$24,000 in Lap funds for the 2016-2017 school year. This money will increase one School-Based Counselor position from .6 FTE to .7 FTE and add a .5 FTE Case Manager to work in the school.

13. Either party may terminate this agreement by giving thirty (30) days written notice. If this agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this agreement for performance rendered prior to the effective date of termination.

This agreement may be amended by written consent of both parties and all amendments shall be attached to this agreement and made a part thereof.

IN WITNESS WHEREOF, the parties have executed this agreement.

Island County:

South Whidbey School District:

Richard M. Hannold, Chair
Board of County Commissioners
P.O. Box 5000
Coupeville, WA 98239

Dr. Jo Moccia, Superintendent
P.O. Box 346
Langley, WA 98260

Date

Date