

# 2016

## ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE AUGUST

### REGULAR WORK SESSION 1st WEDNESDAY, AUGUST 3, 2016

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

#### NOON BREAK

1:00 p.m.	Health Department/Department of Natural Resources
1:30 p.m.	Budget Director
1:45 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 6<sup>th</sup> Street, Coupeville, Wa.

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

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

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

BOCC:pd

cc: Elected Officials  
Appointed Department Heads  
Press



**ISLAND COUNTY PUBLIC WORKS  
COMMISSIONERS AGENDA  
~ WORK SESSION ~  
Commissioners' Hearing Room  
August 3, 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:*

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**I. Public Works**

- A. Subject/Description:** 2017-2022 Island County TIP  
Attachment: Memorandum; 6 Year Transportation Improvement Program  
Action requested: Discussion and Board Approval  
Follow up: To be determined
- B. Subject/Description:** 2017-2022 Island County CIP  
Attachment: Memorandum; 2017 Proposed Schedule  
Action requested: Discussion and Board Approval  
Follow up: To be determined

**II. Emergency Management**

- A. Subject/Description:** HMEP E16-211  
Attachment: Memorandum; Grant Agreement  
Action requested: Discussion and Board Approval  
Follow up: To be determined

**III. Roads**

- A. Subject/Description:** Revisions to Right-of-Way Acquisition Services and Budget Transfer  
Attachment: Memorandum; Supplemental Agreement No. 1  
Action requested: Discussion and Board Approval  
Follow up: To be determined

I. Public Works

A. 2017-2022 Island County TIP



**ISLAND COUNTY PUBLIC WORKS  
ROADS DIVISION**

P.O. BOX 5000, COUPEVILLE, WA 98239

Phone: (360) 679-7331

Fax: (360) 678-4550

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

*Steve Marx, Assistant Public Works Director*

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

**MEMORANDUM**

July 21, 2016

TO: Board of Island County Commissioners

FROM: Connie Bowers, Assistant County Engineer

RE: 2017 — 2022 Island County TIP

Attached please find a draft list of projects proposed for the 2017 six-year Transportation Improvement Program (TIP).

The right hand side of the chart notes the type of project (i.e. road, drainage or trail project) and whether funding has been secured. Funding sources are indicated in addition to the estimated project costs. A new feature added this year is a short description of the project under the project title.

Most of the projects in the draft TIP are continuations of projects that were in this years' TIP. A summary of additions by project type follows:

Roads: New County Road Phase 1 and Phase 2 combined and 'Phase' dropped from title  
Projects completed or anticipated to be completed and removed from the TIP:  
WSDOT Race Road to Jacobs Road (County Contribution)  
Optical Vehicle Detection  
Crescent Harbor Resurfacing Phase 1 / 2 (may revise TIP to add carryover work)

Drainage: A number of drainage projects were added and removed to reflect changing conditions and citizen concerns.

Trails: Midvale Trail Feasibility study is anticipated to be completed this year and was removed from the TIP.

A map of project locations and one-page project summary sheets for many of the projects is included.

cc: Bill Oakes



# ISLAND COUNTY PUBLIC WORKS DEPARTMENT

## Miscellaneous HMA Structural Overlays



### Program Description

This ongoing work program focuses on preservation and maintenance of roadways throughout Island County. Roads are inspected to determine current condition and candidates for overlays are prioritized based on a number of factors.

Current TIP Year: 2017-2022

TIP #: 1

### Project Benefits

**Mobility and Safety:** This program focuses on preserving roads throughout Island County. Maintaining the existing road network ensures that residents and visitors will be able to travel throughout the county for many years to come.

**Economic:** Making relatively minor investments to maintain the road network is the best use of limited funds. Costs for overlays before the road subsurface is damaged are far lower than the alternative of full road reconstruction.

### Amount Allocated on Current TIP

*Costs are in 2016 dollars.*

Preliminary Engineering/Design	\$120,000
Right-of-way	\$0
Construction	<u>\$2,010,000</u>
<b>Total</b>	<b>\$2,130,000</b>

### Anticipated Schedule

Preliminary Engineering/Design: ongoing  
 Right-of-way: ongoing  
 Construction: Summers—annually

### Contact Information

Paul Nettleton  
 Engineering Technician  
 360-679-7337  
[P.Nettleton@co.island.wa.us](mailto:P.Nettleton@co.island.wa.us)

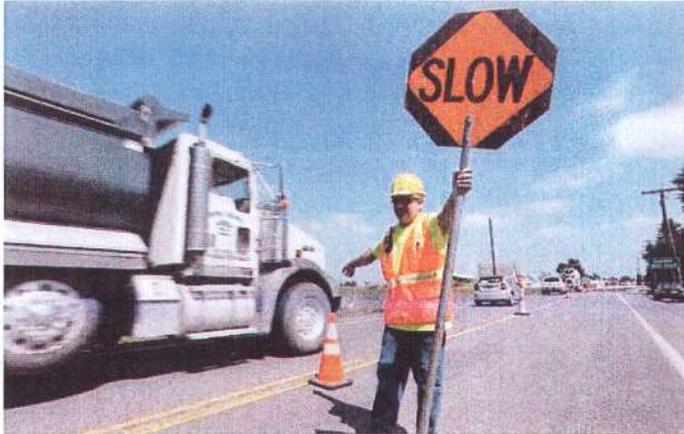
For more information on projects in your neighborhood visit the Island County Public Works Website at:  
<http://www.islandcounty.net/PublicWorks/>





## ISLAND COUNTY PUBLIC WORKS DEPARTMENT

### Miscellaneous Right-of-Way and Minor Safety Improvements



#### Program Description

This ongoing work program focuses on minor safety improvements throughout Island County. Locations with discernible collision patterns and/or deteriorating levels-of-service are evaluated for potential improvements and prioritized based on several factors.

Current TIP Year: 2017-2022

TIP #: 2

#### Project Benefits

**Mobility and Safety:** Typical projects for this program are aimed at reducing vehicle conflicts and delays at intersections. Specific treatments and improvements vary by location. Each project brings meaningful safety benefits and mobility enhancements through proven engineering solutions.

#### Amount Allocated on Current TIP

*Costs are in 2016 dollars.*

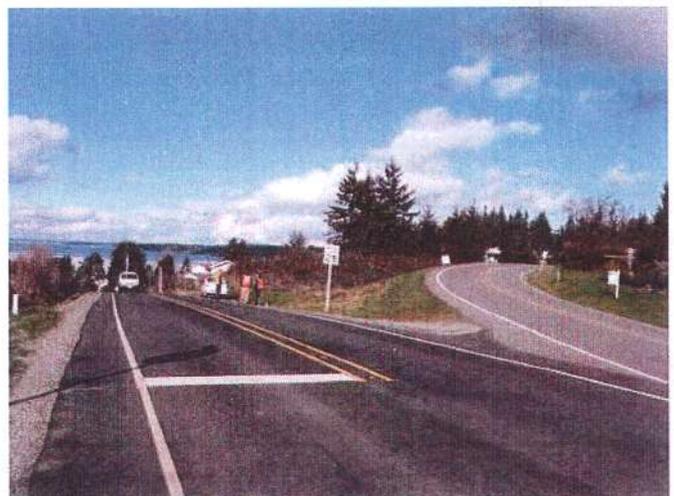
Preliminary Engineering/Design	\$150,000
Right-of-way	\$360,000
Construction	\$660,000
<b>Total</b>	<b>\$1,170,000</b>

#### Anticipated Schedule

Preliminary Engineering/Design: ongoing  
Right-of-way: ongoing  
Construction: Summers—annually

#### Contact Information

Spencer Keane  
Traffic Engineer  
360-678-7953  
[S.Keane@co.island.wa.us](mailto:S.Keane@co.island.wa.us)

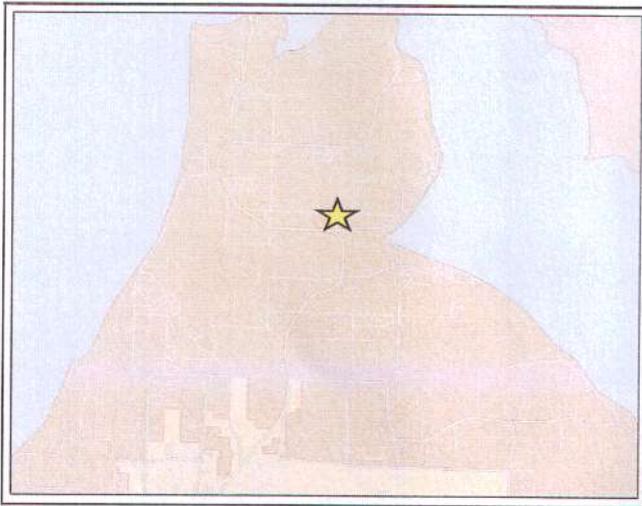


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# ISLAND COUNTY PUBLIC WORKS DEPARTMENT

## Intersection Alignment Improvement Projects



### Program Description

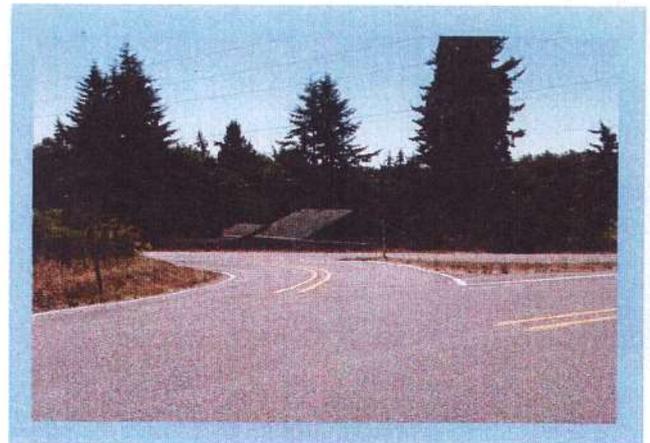
This ongoing work program focuses on realigning intersections throughout Island County. In 2017, the program will make improvements to the intersection of Jones Road and Imperial Lane.

Current TIP Year: 2017-2022

TIP #: 3

### Project Benefits

**Mobility and Safety:** Realigning intersections is an effective way to reduce the frequency and severity of collisions resulting from limited sight distance and awkward sight lines.



### Amount Allocated on Current TIP

Costs are in 2016 dollars.

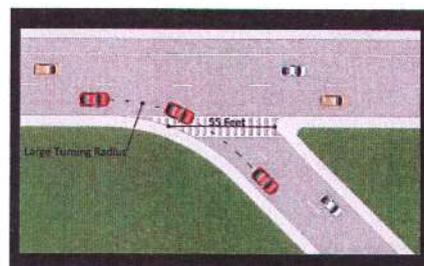
Preliminary Engineering/Design	\$120,000
Right-of-way	\$180,000
Construction	\$300,000
<b>Total</b>	<b>\$600,000</b>

### Anticipated Schedule

Preliminary Engineering/Design:	ongoing
Right-of-way:	ongoing
Construction:	Summers—annually

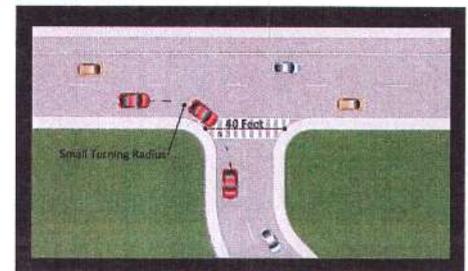
### Contact Information

Keith Elefson, PE  
Construction Engineer  
360-240-5557  
[K.Elefson@co.island.wa.us](mailto:K.Elefson@co.island.wa.us)



Before

Example of an Intersection Realignment Project



After

For more information on projects in your neighborhood visit the Island County Public Works Website at: <http://www.islandcounty.net/PublicWorks/>



# ISLAND COUNTY PUBLIC WORKS DEPARTMENT

## Miscellaneous Guardrail Projects



### Program Description

This ongoing work program focuses on guardrails throughout Island County. Existing guardrail sites will be inspected to determine if any portion of the system needs to be upgraded due to wear and tear that occurs over the course of its serviceable life. This program also will evaluate and prioritize sites for new guardrail to be designed and installed, based on the availability of funds.

Current TIP Year: 2017-2022

TIP #: 4

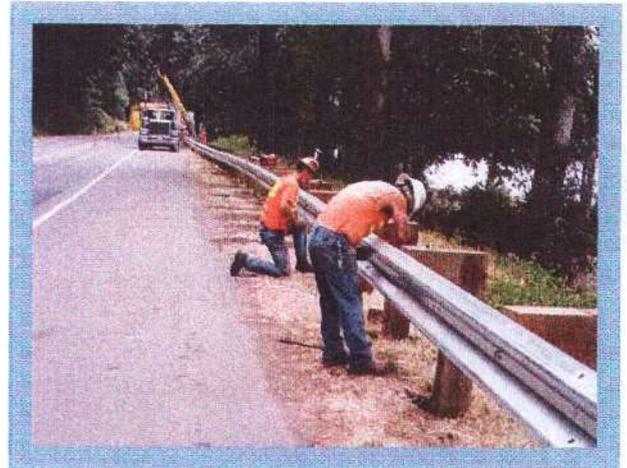
### Project Benefits

**Mobility and Safety:** Statistics show that many traffic collisions in Island County involve a single vehicle running off the road. Guardrail is a proven and effective way to mitigate “run-off-the-road” collisions. Guardrail systems are designed to help reduce the severity of injuries for vehicle occupants by keeping the departing vehicle on the roadway in areas with steep slopes or other fixed objects.

### Amount Allocated on Current TIP

*Costs are in 2016 dollars.*

Preliminary Engineering/Design	\$60,000
Right-of-way	\$0
Construction	<u>\$300,000</u>
<b>Total</b>	<b>\$360,000</b>



### Anticipated Schedule

Preliminary Engineering/Design: ongoing  
 Right-of-way: ongoing  
 Construction: Summers—annually

### Contact Information

Spencer Keane  
 Traffic Engineer  
 360-678-7953  
[S.Keane@co.island.wa.us](mailto:S.Keane@co.island.wa.us)



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# ISLAND COUNTY PUBLIC WORKS DEPARTMENT

## Shoulder Widening Program



### Program Description

This ongoing work program focuses on installing shoulders on arterial and collector roadways throughout Island County. Potential sites will be evaluated and prioritized for new shoulder construction based on the availability of funds. Right-of-way needs will be identified and acquired where necessary.

Current TIP Year: 2017-2022

TIP #: 5

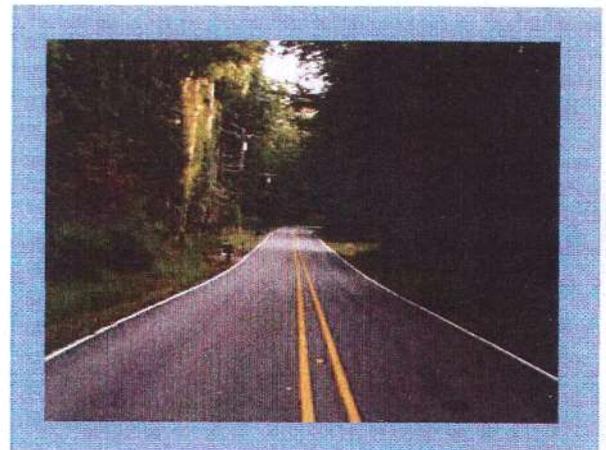
### Project Benefits

**Mobility and Safety:** Shoulders are an important safety component for all road users. Bicycle riders and pedestrians benefit by having space to travel that is separated from motor vehicles. Providing shoulders gives motorists some space to recover an errant vehicle or to pull over in case of an emergency. Shoulders also help preserve the traveled way by keeping vegetation and debris at a distance, and help provide greater opportunity to spot wildlife entering the roadway.

### Amount Allocated on Current TIP

*Costs are in 2016 dollars.*

Preliminary Engineering/Design	\$120,000
Right-of-way	\$900,000
Construction	\$1,380,000
<b>Total</b>	<b>\$2,400,000</b>



### Anticipated Schedule

Preliminary Engineering/Design: ongoing  
 Right-of-way: ongoing  
 Construction: Summers—annually

### Contact Information

Paul Nettleton  
 Engineering Technician  
 360-679-7337

[P.Nettleton@co.island.wa.us](mailto:P.Nettleton@co.island.wa.us)



For more information on projects in your neighborhood visit the Island County Public Works Website at: <http://www.islandcounty.net/PublicWorks/>



# ISLAND COUNTY PUBLIC WORKS DEPARTMENT

## New County Road: Race Road to Houston Road Connector



### Project Description

This project will create a new rural road that will serve as an alternative route and link between central and south Whidbey Island during emergency closures of SR 525. Located between Houston and Race Roads, the new 1.5 mile road will include 11 foot wide lanes with 4 foot shoulders.

Current TIP Year: 2017-2022

TIP #: 6

### Project Benefits

**Mobility:** Provides a critical bypass route to SR 525.

**Economic Vitality:** The new road will preserve vital access to goods, services and public transportation.

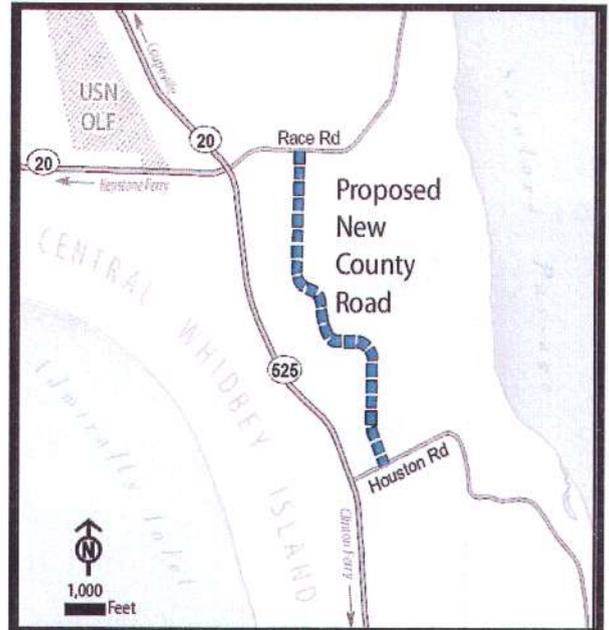
### Amount Allocated on Current TIP

*Costs are in 2016 dollars.*

Preliminary Engineering	\$75,000
Construction	<u>\$6,150,000</u>
<b>Total</b>	<b>\$6,225,000</b>

### Anticipated Schedule

Project is currently in the preliminary engineering and design phase. Right of Way acquisition is estimated to be completed by the end of 2016, with construction planned for 2017-2019.



### Contact Information

Pete Seybert, PE  
Civil Engineer  
360-678-7961  
[PeteS@co.island.wa.us](mailto:PeteS@co.island.wa.us)

For more information on projects in your neighborhood visit the Island County Public Works Website at: <http://www.islandcounty.net/PublicWorks/>





## ISLAND COUNTY PUBLIC WORKS DEPARTMENT

### Boon Road Improvement Project Phase 1



Current TIP Year: 2017-2022

TIP #: 7

#### Project Benefits

**Mobility and Safety:** Reduced potential for collisions of various types including head on crashes, side swipe crashes, fixed object crashes and pedestrian and Bicycle crashes. Roadway drainage will be improved and there will be increased room for emergency stopping, bicycles and pedestrians.

#### Amount Allocated on Current TIP

Costs are in 2016 dollars.

Construction \$1,300,000

#### Anticipated Schedule

Construction: 2017-2018

#### Contact Information

Doug Holbert, PE

Civil Engineer

360-678-7958

[DougH@co.island.wa.us](mailto:DougH@co.island.wa.us)

#### Project Description

Island County Public Works proposes to improve the safety of Boon Road between State Route 20 and Fort Nugent Road in two phases. Phase 1 will include the following construction features on the south portion of Boon Road:

- Reconstruct vertical curves to current design standards.
- Upgrade storm water facilities.
- Resurface and widen Boon road to provide 11 foot wide travel lanes and 4 foot wide paved shoulders.

*Note: The north end of Boon Road will be improved under Phase 2.*



For more information on projects in your neighborhood visit the Island County Public Works Website at: <http://www.islandcounty.net/PublicWorks/>



# ISLAND COUNTY PUBLIC WORKS DEPARTMENT

## Boon Road Improvement Project Phase 2



Current TIP Year: 2017-2022

TIP #: 8

### Project Benefits

**Mobility and Safety:** Reduced potential for collisions of various types including head on crashes, side swipe crashes, fixed object crashes and pedestrian and bicycle crashes. Roadway drainage will be improved and there will be increased room for emergency stopping, bicycles and pedestrians.

### Amount Allocated on Current TIP

Costs are in 2016 dollars.

Right of Way	\$200,000
Construction	\$2,200,000
<b>Total</b>	<b>\$2,400,000</b>

### Anticipated Schedule

Preliminary Engineering/Design:	2016
Right-of-way:	2017-2018
Construction:	2018-2019

### Contact Information

Doug Holbert, PE  
 Civil Engineer  
 360-678-7958  
[DougH@co.island.wa.us](mailto:DougH@co.island.wa.us)

### Project Description

Island County Public Works proposes to improve the safety of Boon Road between State Route 20 and Fort Nugent Road in two phases. Phase 2 will include the following construction features on the north portion of Boon Road:

- Reconstruct vertical curves to current design standards.
- Upgrade storm water facilities.
- Resurface and widen Boon road to provide 11 foot wide travel lanes and 4 foot wide paved shoulders.

*Note: The south end of Boon Road will be improved under Phase 1.*

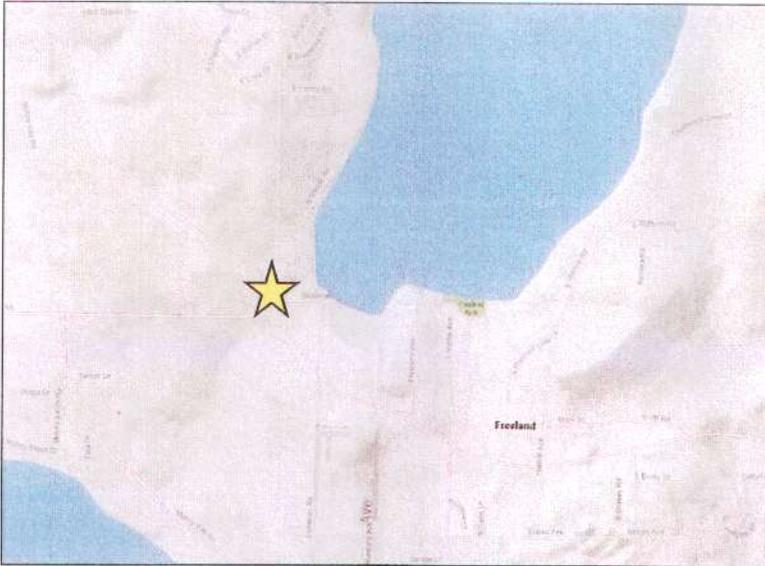


For more information on projects in your neighborhood visit the Island County Public Works Website at: <http://www.islandcounty.net/PublicWorks/>



# ISLAND COUNTY PUBLIC WORKS DEPARTMENT

## Honeymoon Bay Road Turn Lane at SR 525



### Project Description

This project addresses minor traffic build-ups along Honeymoon Bay Road. It will add a dedicated right turn lane for drivers accessing SR 525 from Honeymoon Bay Road, and the existing lane will serve those turning left onto 525 or driving across the intersection.

This project also provides a left turn pocket for drivers wishing to access Shoreview Drive.

Current TIP Year: 2017-2022

TIP #: 9

### Project Benefits

**Mobility:** The majority of vehicles approaching this intersection are turning left onto SR 525, which may lead to delays for right turning vehicles. A right turn lane addresses this issue. Similarly, the left turn pocket accessing Shoreview Drive, will decrease delays at that intersection as well.

**Safety:** Vehicles attempting to make left turns may feel pressured to enter traffic too early, potentially accepting narrow gaps between vehicles on the highway. Shorter vehicle lines will also reduce the potential for rear end collisions.

### Amount Allocated on Current TIP

*Costs are in 2016 dollars.*

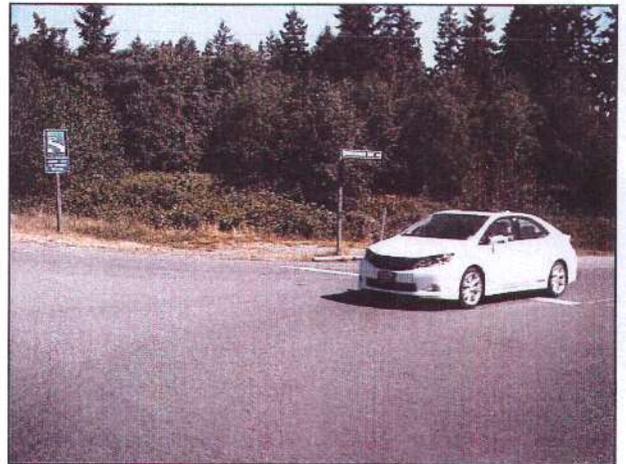
Right-of-way	\$50,000
Construction	\$230,000
<b>Total</b>	<b>\$280,000</b>

### Anticipated Schedule

Preliminary Engineering/Design:	Completed
Right-of-way:	2017
Construction:	2019

### Contact Information

Doug Holbert, PE  
Civil Engineer  
360-678-7958  
[DougH@co.island.wa.us](mailto:DougH@co.island.wa.us)

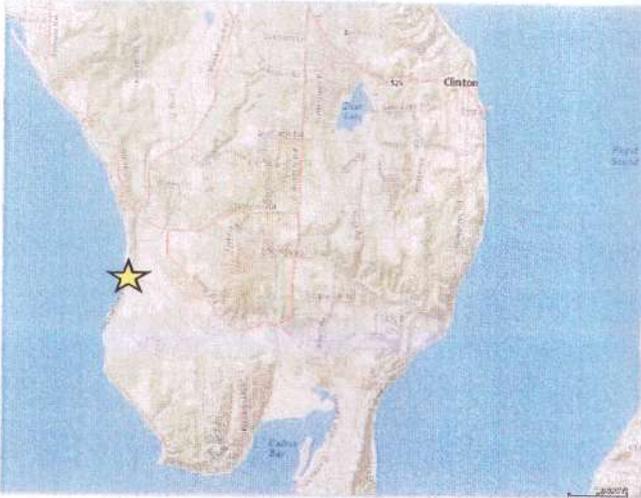


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# ISLAND COUNTY PUBLIC WORKS DEPARTMENT

## Swede Hill Road and Burley Road Intersection Improvements



### Project Description

This project will improve the intersection of Swede Hill Road and Burley Road. Design alternatives to increase sight distance and improve safety were evaluated in 2015.

Current TIP Year: 2017-2022

TIP #: 10

### Project Benefits

**Mobility and Safety:** Intersection realignment projects like this are an effective way to reduce the frequency and severity of collisions resulting from limited sight distance and awkward sight lines.

### Amount Allocated on Current TIP

*Costs are in 2016 dollars.*

Construction \$400,000

### Anticipated Schedule

Preliminary Engineering/Design: Completed

Right-of-way: 2016

Construction: 2017

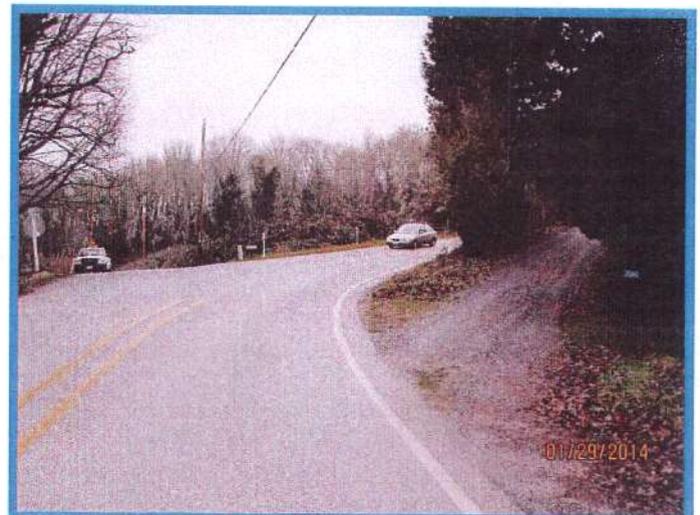
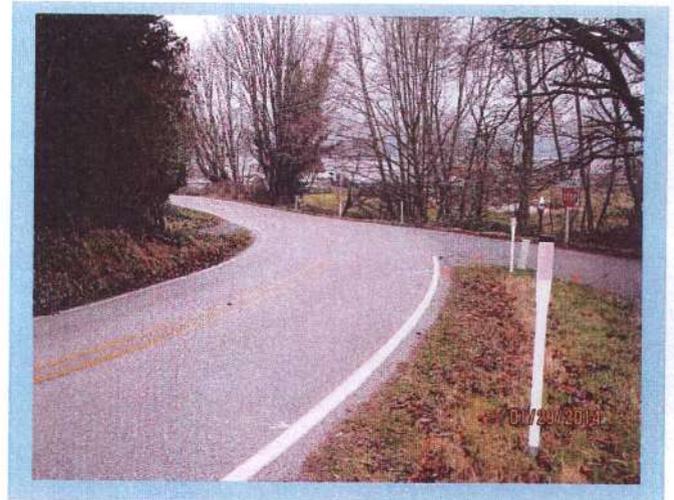
### Contact Information

Pete Seybert, PE

Civil Engineer

360-678-7961

[PeteS@co.island.wa.us](mailto:PeteS@co.island.wa.us)

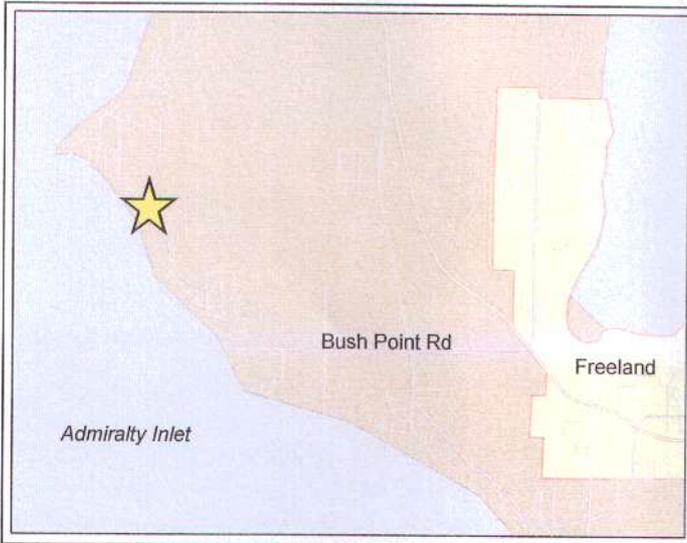


For more information on projects in your neighborhood visit the Island County Public Works Website at: <http://www.islandcounty.net/PublicWorks/>



## ISLAND COUNTY PUBLIC WORKS DEPARTMENT

# Scurlock Road at Smuggler's Cove Road Intersection Improvements



### Project Description

This project will improve intersection operations, which will enhance sight distance and increase safety. Design alternatives will be evaluated in 2018.

Current TIP Year: 2017-2022

TIP #: 11

### Project Benefits

**Mobility and Safety:** Intersection realignment projects like this are an effective way to reduce the frequency and severity of collisions resulting from limited sight distance and awkward sight lines.

### Amount Allocated on Current TIP

*Costs are in 2015 dollars.*

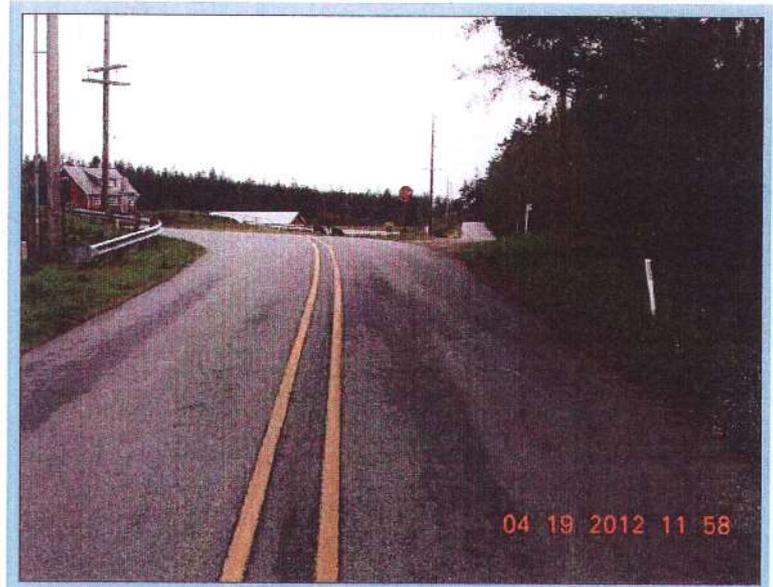
Preliminary Engineering/Design	\$75,000
Right-of-way	\$40,000
Construction	<u>\$1,500,000</u>
<b>Total</b>	<b>\$1,615,000</b>

### Anticipated Schedule

Preliminary Engineering/Design:	2017
Right-of-way:	2018
Construction:	2020-2021

### Contact Information

Pete Seybert, PE  
Civil Engineer  
360-678-7961  
[PeteS@co.island.wa.us](mailto:PeteS@co.island.wa.us)

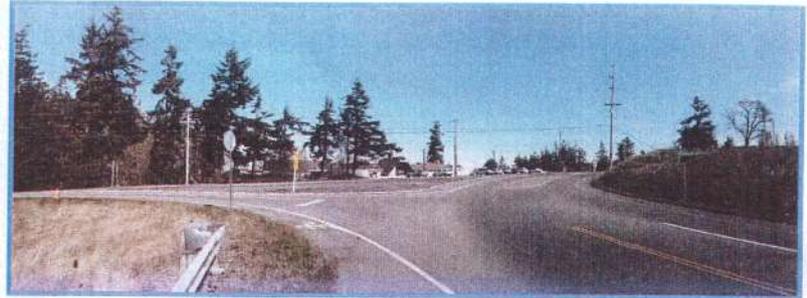


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# ISLAND COUNTY PUBLIC WORKS DEPARTMENT

## Clover Valley Road Intersection Improvements



**Current TIP Year:** 2017-2022    **TIP #:** 12

### Project Benefits

**Mobility and Safety:** Statistics show that intersections are the most likely places to be involved in a vehicle collision. This can be attributed to poor sight distance due to skewed intersection alignment, vegetation overgrowth, and high-speed turning radii. This project will improve sight distance and slow down turning vehicles at the intersection of Clover Valley Road and Ault Field / Heller Roads.

**Project Description**  
This project will focus on making improvements at the intersection of Clover Valley Road, Ault Field, and Heller Roads.

### Amount Allocated on Current TIP

*Costs are in 2016 dollars.*

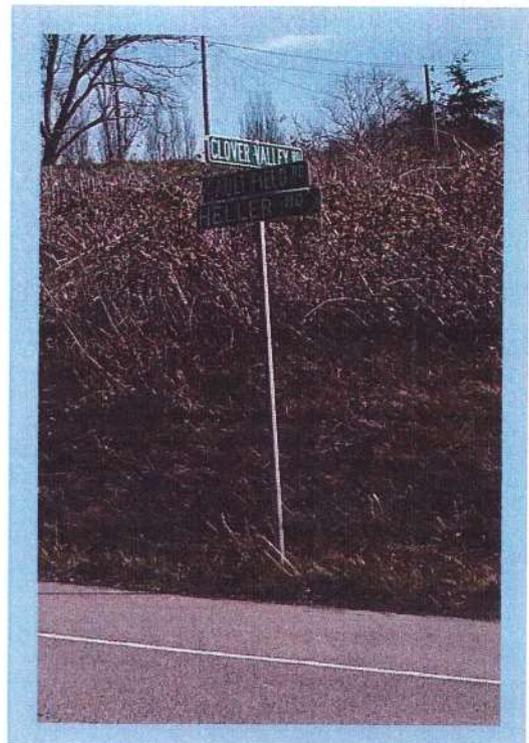
Preliminary Engineering/Design	\$120,000
Right-of-way	\$250,000
Construction	<u>\$2,000,000</u>
<b>Total</b>	<b>\$2,370,000</b>

### Anticipated Schedule

Preliminary Engineering/Design:	2017-2018
Right-of-way:	2017-2018
Construction:	2020-2021

### Contact Information

Keith Elefson, PE  
Construction Engineer  
360-240-5557  
[K.Elefson@co.island.wa.us](mailto:K.Elefson@co.island.wa.us)

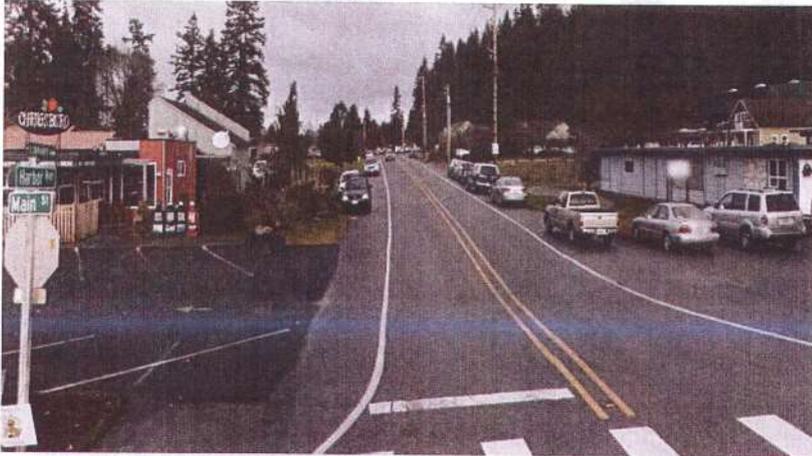


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ISLAND COUNTY PUBLIC WORKS DEPARTMENT

Harbor Avenue Complete Street Project



Current conditions, Harbor Ave, source Google Map Images

Current TIP Year: 2017-2022

TIP #: 13

**Project Benefits**

**Mobility and Safety:** A Complete Streets project has the potential to increase the appeal, convenience, and safety of walking, bicycling, and accessing transit while still moving vehicles and providing short-term parking. Providing dedicated space for all road users decreases conflicts that could result in collisions.

**Economic:** Research has shown that improving the appeal of a corridor for active travel has a positive impact for businesses located there.

**Amount Allocated on Current TIP**

Costs are in 2016 dollars.

Preliminary Engineering/Design:	\$250,000
Right-of-way:	\$100,000
Construction:	\$1,000,000
<b>Total</b>	<b>\$1,350,000</b>

**Anticipated Schedule**

Preliminary Engineering/	2021
Design: Right-of-way:	2022
Construction:	2022

**Contact Information**

360-240-5557

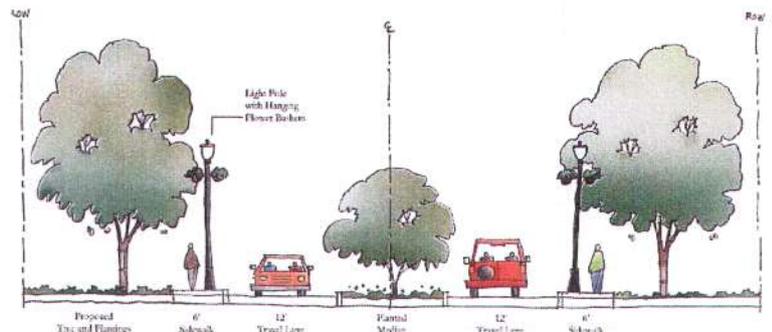
[K.elefsen@co.island.wa.us](mailto:K.elefsen@co.island.wa.us)

**Project Description**

This discretionary project proposes to implement Complete Streets type treatments along Harbor Avenue in Freeland. Complete Streets improvements include a suite of options, such as sidewalks, bicycle lanes, bus-stop upgrades, and crossing enhancements that provide attractive, safe, and convenient access to all travelers. Complete Streets projects are most effective when they employ context sensitive design principles, which address the character and specific needs of the community.



Improvement concept



Proposed improvement concept

For more information on projects in your neighborhood visit the Island County Public Works Website at: <http://www.islandcounty.net/PublicWorks/>



ISLAND COUNTY PUBLIC WORKS DEPARTMENT

Crescent Harbor Road / Regatta Avenue  
Intersection Improvement Project



**Project Description**

This project will reduce the grade of Crescent Harbor Road approaching Regatta Drive, remove the northbound by-pass lane, and add right and left turn lanes on Regatta Drive. These changes will provide better intersection spacing, slow down right turning traffic, and simplify the situation for side street drivers at the Torpedo Road intersection who now have to track two sources of oncoming traffic.

Current TIP Year: 2017-2022

TIP #: 14

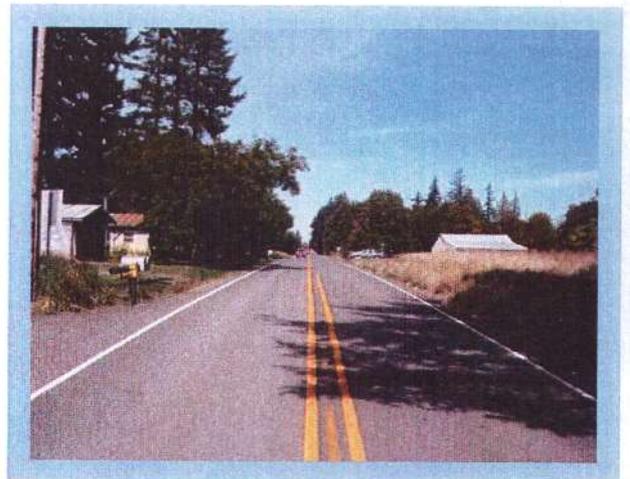
**Project Benefits**

**Safety:** Realigning intersections is an effective way to reduce the frequency and severity of collisions resulting from high speed turning traffic, limited sight distance and awkward sight lines. This project will also reduce the need to close Regatta Drive intersection due to icy or snowy weather.

**Amount Allocated on Current TIP**

*Costs are in 2015 dollars.*

Preliminary Engineering/Design	\$100,000
Right-of-way	\$270,300
Construction	\$1,700,000
<b>Total</b>	<b>\$2,070,300</b>



**Anticipated Schedule**

Preliminary Engineering/Design:	2017-2018
Right-of-way:	2017
Construction:	2020-2021

**Contact Information**

Spencer Keane  
Traffic Engineer  
360-678-7953  
[S.Keane@co.island.wa.us](mailto:S.Keane@co.island.wa.us)



For more information on projects in your neighborhood visit the Island County Public Works Website at: <http://www.islandcounty.net/PublicWorks/>



## ISLAND COUNTY PUBLIC WORKS DEPARTMENT

# Swantown Road at Heller Road Intersection Improvements



### Project Description

This project is examining intersection treatments that will improve intersection operations and safety. One option being examined is a new traffic signal. There are existing signals at Swantown Road / SR 20 and Swantown Road / Fort Nugent Road. A roundabout is another improvement alternative under consideration.

Current TIP Year: 2017-2022

TIP #: 15

### Project Benefits

**Mobility and Safety:** When warranted, installation of new signals can improve mobility by reducing the time it takes to travel through an intersection and enhance safety by clarifying who has the right-of-way through the intersection. In some cases a roundabout treatment can be used. Roundabouts, improve traffic flow and reduce the potential for serious collisions.

### Amount Allocated on Current TIP

*Costs are in 2016 dollars.*

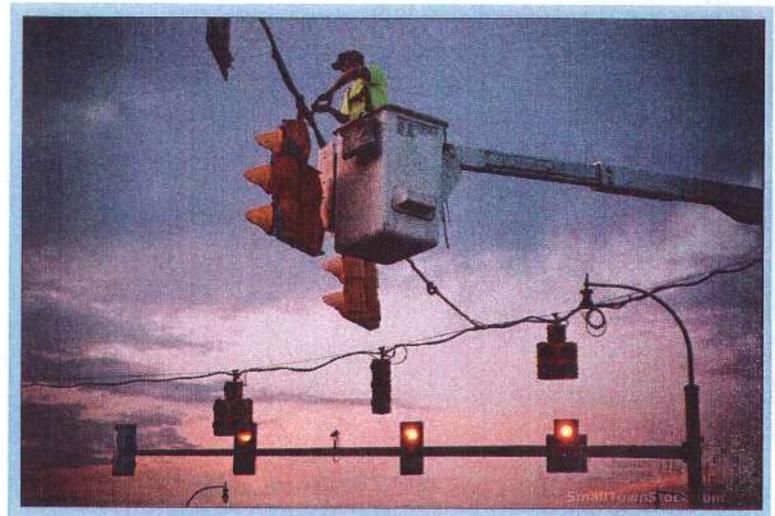
Preliminary Engineering/Design	\$50,000
Construction	\$600,000
<b>Total</b>	<b>\$650,000</b>

### Anticipated Schedule

Preliminary Engineering/Design:	2016-2017
Construction:	2018-2019

### Contact Information

Spencer Keane  
Traffic Engineer  
360-678-7953  
[s.keane@co.island.wa.us](mailto:s.keane@co.island.wa.us)

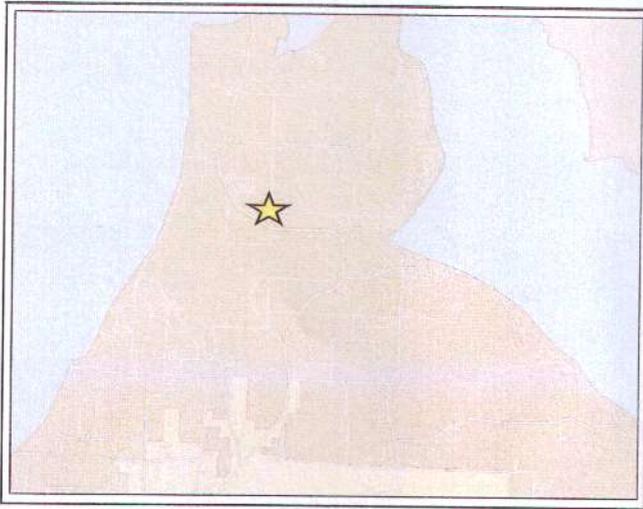


For more information on projects in your neighborhood visit the Island County Public Works Website at: <http://www.islandcounty.net/PublicWorks/>



ISLAND COUNTY PUBLIC WORKS DEPARTMENT

Monkey Hill Road at Henni Road  
Intersection Realignment



**Project Description**

This project will realign the intersection of Monkey Hill Road and Henni Road. Construction is anticipated to begin in Summer, 2021.

Current TIP Year: 2017-2022

TIP #: 16

**Project Benefits**

**Mobility and Safety:** Realigning intersections is an effective way to reduce the frequency and severity of collisions resulting from limited sight distance and awkward sight lines.

**Amount Allocated on Current TIP**

*Costs are in 2015 dollars.*

Preliminary Engineering/Design	\$300,000
Right-of-way	\$300,000
Construction	<u>\$1,500,000</u>
<b>Total</b>	<b>\$2,100,000</b>

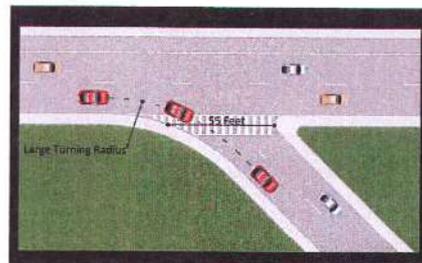


**Anticipated Schedule**

Preliminary Engineering/Design:	2019
Right-of-way:	2020
Construction:	2021

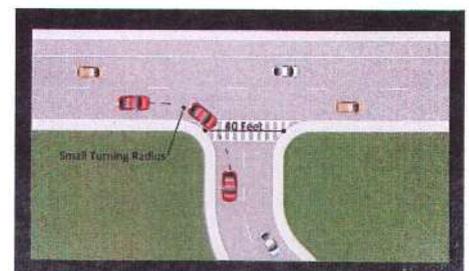
**Contact Information**

Keith Elefson, PE  
Construction Engineer  
360-240-5557  
[K.Elefson@co.island.wa.us](mailto:K.Elefson@co.island.wa.us)



Before

Example of an Intersection Realignment Project



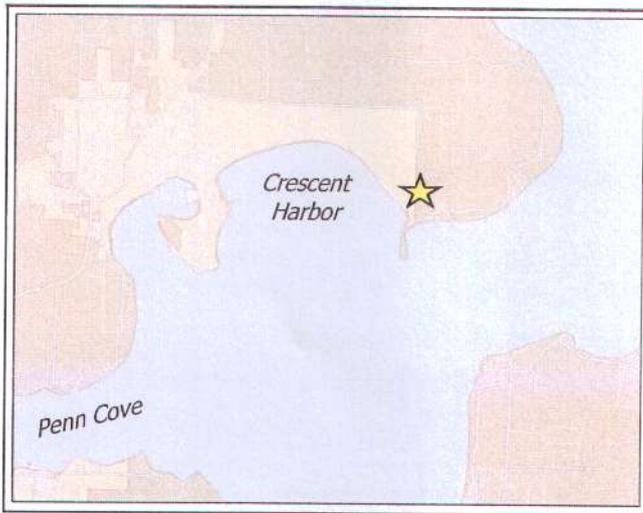
After

For more information on projects in your neighborhood visit the Island County Public Works Website at: <http://www.islandcounty.net/PublicWorks/>



# ISLAND COUNTY PUBLIC WORKS DEPARTMENT

## Reservation Road at Crescent Drive Intersection Realignment



### Project Description

This project will realign the intersection of Reservation Road and Crescent Drive / Polnell Road. Construction is anticipated to begin in Summer, 2017.

Current TIP Year: 2017-2022

TIP #: 17

### Project Benefits

**Mobility and Safety:** Realigning intersections is an effective way to reduce the frequency and severity of collisions resulting from limited sight distance and awkward sight lines.

### Amount Allocated on Current TIP

Costs are in 2016 dollars.

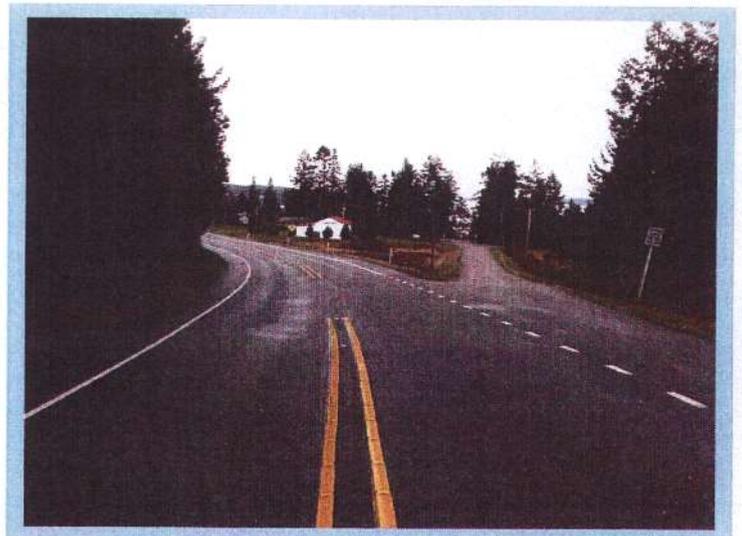
Construction \$300,000

### Anticipated Schedule

Preliminary Engineering/Design: Completed

Right-of-way: 2016

Construction: 2017



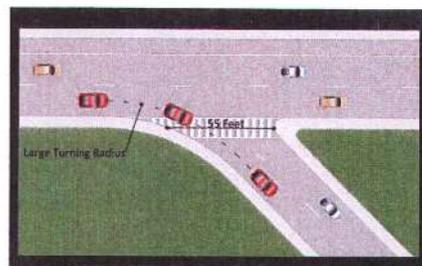
### Contact Information

Pete Seybert, PE

Civil Engineer

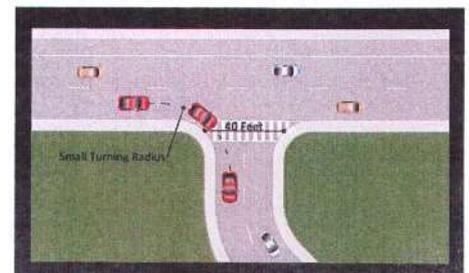
360-678-7961

[PeteS@co.island.wa.us](mailto:PeteS@co.island.wa.us)



Before

Example of an Intersection Realignment Project



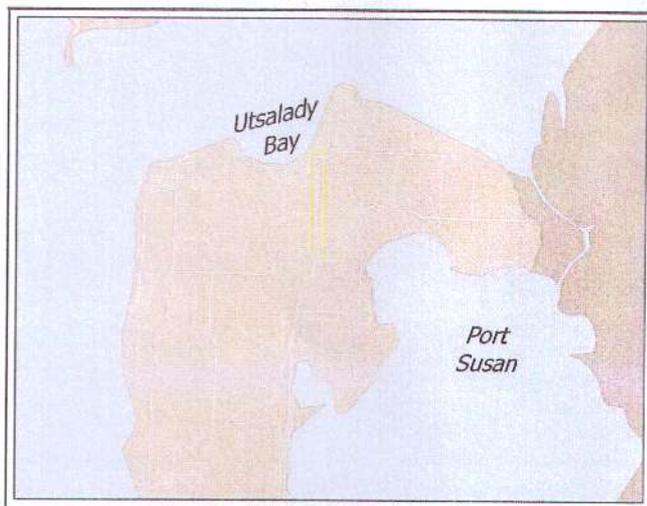
After

For more information on projects in your neighborhood visit the Island County Public Works Website at: <http://www.islandcounty.net/PublicWorks/>



# ISLAND COUNTY PUBLIC WORKS DEPARTMENT

## Arrowhead Road Safety Improvements



### Project Description

This project will improve Arrowhead Road for all modes between North Camano Drive and Cross Island Road. Current design options include adding shoulders or extending the existing shared pedestrian and bicycle path on the north end of the corridor. Construction is anticipated to begin in Summer, 2022.

Current TIP Year: 2017-2022

TIP #: 18

### Project Benefits

**Mobility and Safety:** This project will provide an important safety component for all road users. Bicycle riders and pedestrians will benefit by having space to travel. Motorists will also benefit from additional space to pull over in case of an emergency.

### Amount Allocated on Current TIP

*Costs are in 2016 dollars.*

Preliminary Engineering/Design	\$300,000
Right-of-way	\$600,000
Construction	<u>\$2,000,000</u>
<b>Total</b>	<b>\$2,900,000</b>

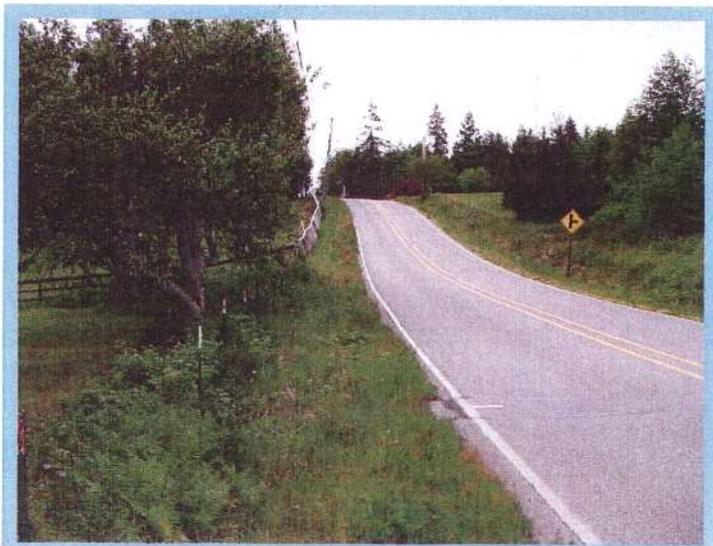
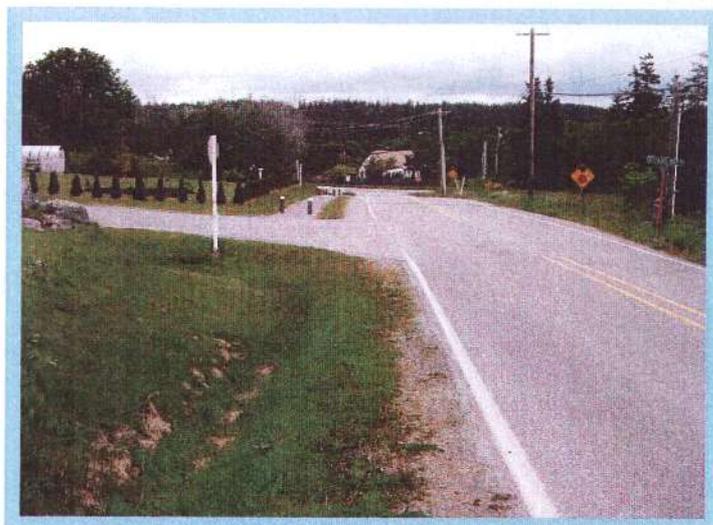
### Anticipated Schedule

Preliminary Engineering/Design:	2019-2020
Right-of-way:	2020-2021
Construction:	2022

### Contact Information

Keith Elefson, PE  
Construction Engineer  
360-240-5557

[K.Elefson@co.island.wa.us](mailto:K.Elefson@co.island.wa.us)

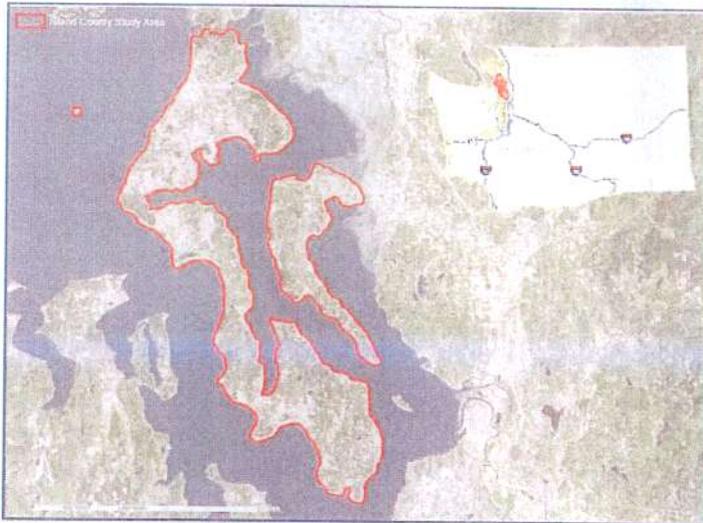


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# ISLAND COUNTY PUBLIC WORKS DEPARTMENT

## Regional Transportation Planning Work Program



### Project Description

Washington State Department of Transportation encourages coordinated planning efforts between local governments and other stakeholders in order to develop an efficient, multi-modal, transportation plan that is consistent with the state Growth Management Act. The Regional Transportation Planning Work Program (also known as the Unified Planning Work Program, or UPWP) insures that projects align with adopted Countywide Planning Policies, comprehensive plans of local governments, and state transportation plans.

Current TIP Year: 2017-2022

TIP #: 19

### Project Benefits

**Access, Mobility and Safety:** The UPWP will result in project prioritization that considers the concerns of a variety of stakeholders and develops an efficient transportation system, which provides, safe and equitable access to both residents and visitors to the region.

**Economic Vitality:** A coordinated transportation plan accounts for all transport modes, including freight and active travel modes. The plan ensures access to employment and services and the impacts the system has on regional industry, commerce, agriculture, recreation, and natural resources. Collectively, this holistic approach promotes regional economic opportunity.

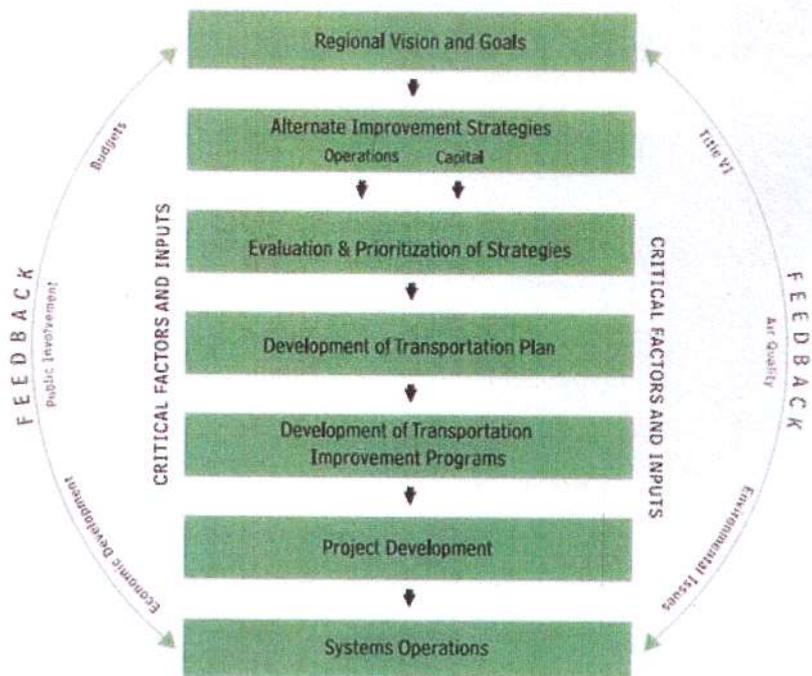
### Anticipated Schedule

Preliminary Engineering/Design: 2017-2022

### Amount Allocated on Current TIP

Costs are in 2016 dollars.

Preliminary Engineering/Design \$128,600 - 132,600/year



Source: FHWA

### Contact Information

Brian Wood  
 Transportation Planner  
 360-678-7959  
[B.wood@co.island.wa.us](mailto:B.wood@co.island.wa.us)

For more information on projects in your neighborhood visit the Island County Public Works Website at: <http://www.islandcounty.net/PublicWorks/>



# ISLAND COUNTY PUBLIC WORKS DEPARTMENT

## Non-Motorized Trail Plan Update



### Project Description

The Non-Motorized Trail Plan Update is intended to identify opportunities for improvements to existing active transportation infrastructure and gaps in the current, county-wide, active transportation network. The plan will identify and prioritize future projects that will increase access, mobility, and safety for bicyclists, pedestrians, and travelers using modes other than the automobile.

Current TIP Year: 2017-2022

TIP #: 20

### Project Benefits

**Access, Mobility and Safety:** A carefully designed active transportation plan enables a variety of users to reach more destinations without an automobile. Accessibility enhancements can sometimes be simple connections that help users reach services easily, while protecting them from high-speed motor vehicle traffic. Routes that avoid difficult terrain and develop a complete network promote efficient active travel.

**Economic Vitality:** An attractive active transportation network draws tourism and promotes a healthy local population.

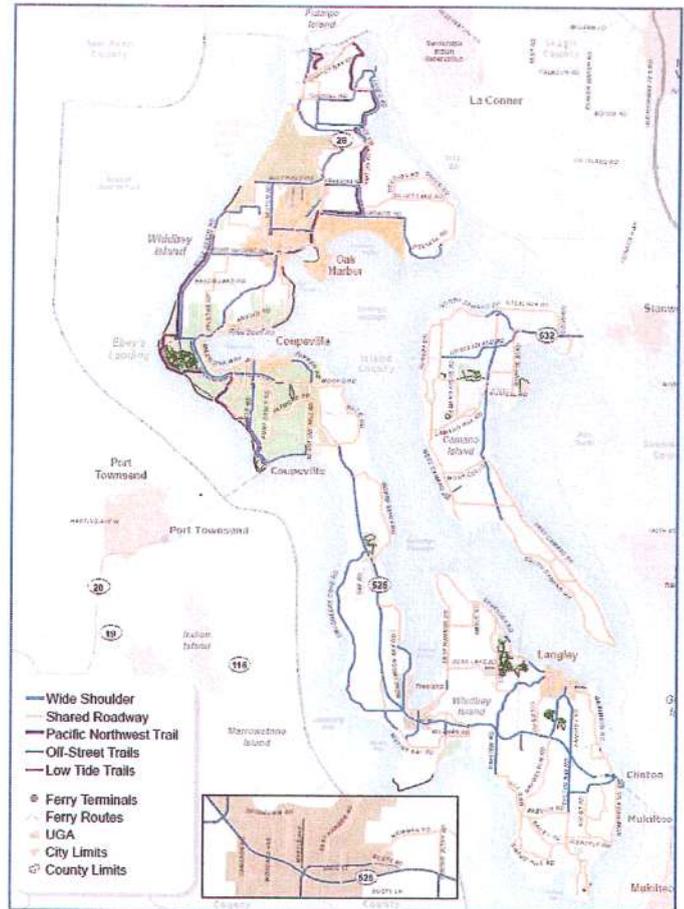
### Amount Allocated on Current TIP

Costs are in 2016 dollars.

Preliminary Engineering/Design      \$36,500

### Anticipated Schedule

Preliminary Engineering/Design:      2017



### Contact Information

Brian Wood  
Transportation Planner  
360-678-7959

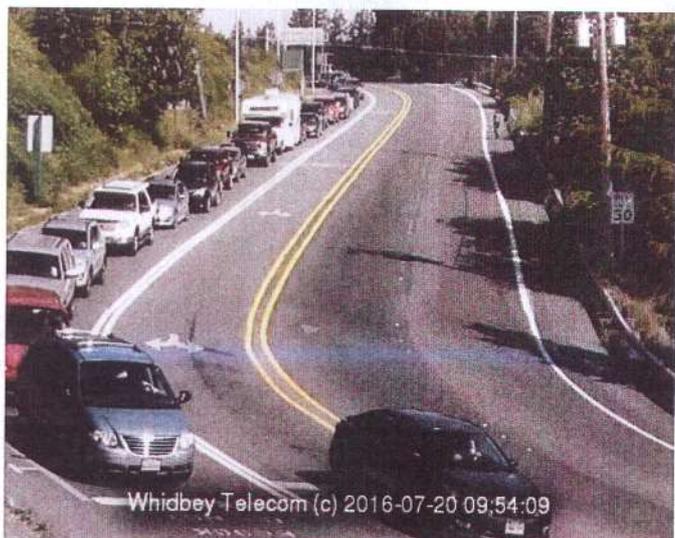
[B.wood@co.island.wa.us](mailto:B.wood@co.island.wa.us)

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# ISLAND COUNTY PUBLIC WORKS DEPARTMENT

## Clinton Non-Motorized Improvements



### Project Description

This project will identify and design non-motorized facilities near the Clinton ferry terminal. The Clinton Community is impacted by ferry operations, which are heavily focused on moving motor vehicles onto and off of Whidbey Island. This project responds to the growing interest in safely accessing and returning from the ferry on foot or by bicycle. In addition the project recognizes the importance of prioritizing a larger Clinton active travel network that connects residents and visitors to the services available in the community.

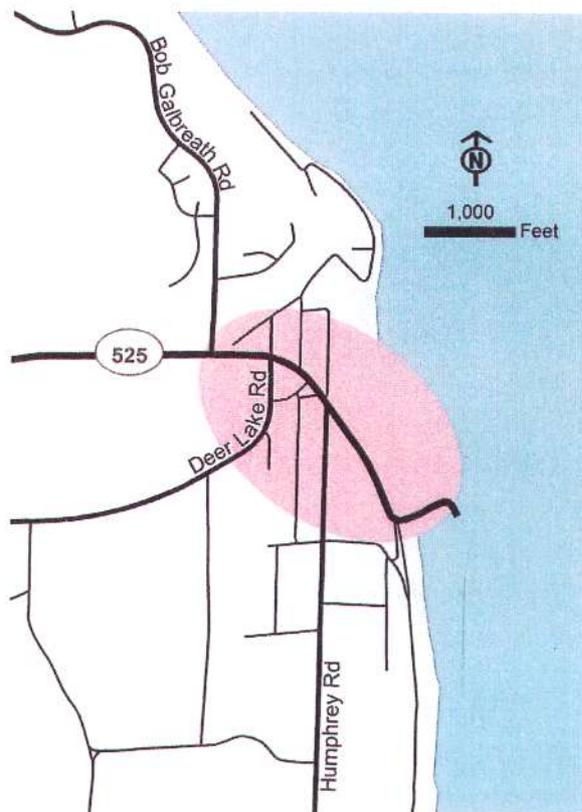
Current TIP Year: 2017-2022

TIP #: 21

### Project Benefits

**Access, Mobility and Safety:** An active transportation network enables a variety of users to reach more destinations without an automobile. Accessibility enhancements can sometimes be simple connections that help users reach services easily, while protecting them from high-speed motor vehicle traffic. Routes that avoid difficult terrain and develop a complete network promote efficient active travel.

**Economic Vitality:** An attractive active transportation network draws tourism and promotes a healthy local population. Research has shown that active transportation users are more likely to spend money at local businesses than the motoring public. Non-motorized facilities in Clinton may induce more walk-on/bike-on ferry passenger travel.



### Amount Allocated on Current TIP

*Costs are in 2016 dollars.*

Preliminary Engineering/Design      \$70,000

### Anticipated Schedule

Preliminary Engineering/Design:      2017

### Contact Information

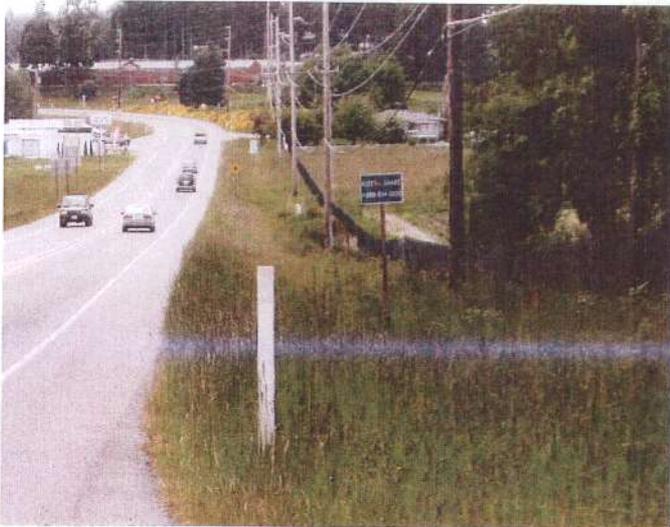
Brian Wood  
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360-678-7959  
[b.wood@co.island.wa.us](mailto:b.wood@co.island.wa.us)

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# ISLAND COUNTY PUBLIC WORKS DEPARTMENT

## Freeland Trail Segment 1



### Project Description

Freeland Trail Segment 1 involves construction of a 10 foot wide paved multi-use trail on the southwest side of SR 525 between Fish Road/Main Street and Cameron Road in Freeland. The project is scheduled to be completed by the fall of 2017 (see map below).

Freeland Trail segments is part of a long-range concept for a trail that extends along the full length of Whidbey Island.

Current TIP Year: 2017-2022

TIP #: 22

### Project Benefits

**Access, Mobility and Safety:** An active transportation network enables a variety of users to reach more destinations without an automobile. Well designed infrastructure decreases conflicts between mode users by increasing predictability of movements. This project will provide non-motorized access to business and services along SR 525 and protect vulnerable users from high-speed motor vehicle traffic.

**Economic Vitality:** Enhances recreational opportunities and pedestrian and bicycle connections to local businesses, community facilities, and residential areas.

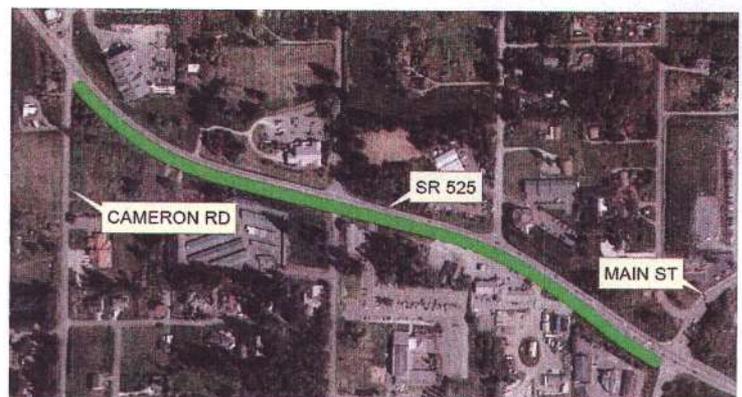
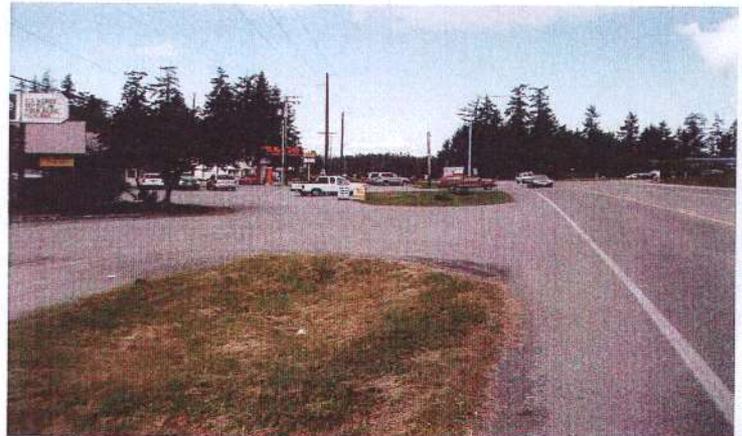
### Amount Allocated on Current TIP

*Costs are in 2016 dollars.*

Construction (carryover): \$25,000

### Anticipated Schedule

Construction: 2017



### Contact Information

Catherine Kelley  
Project Manager  
360-678-7965

[CatherineK@co.island.wa.us](mailto:CatherineK@co.island.wa.us)

For more information on projects in your neighborhood visit the Island County Public Works Website at: <http://www.islandcounty.net/PublicWorks/>



# ISLAND COUNTY PUBLIC WORKS DEPARTMENT

## South Whidbey Bicycle Tour Route



### Project Description

The South Whidbey Bicycle Tour Route was designed as a way to encourage mainland bicycle tourists to explore Whidbey Island, while also providing better facilities for residents. The project provides signage and minor shoulder improvements along an approximately 20-mile scenic loop route that connects the Clinton Ferry Terminal with the community of Bayview and the City of Langley, before returning to the Clinton community.

Current TIP Year: 2017-2022    TIP #: 23

### Project Benefits

**Mobility and Safety:** A signed bicycle route helps guide cyclists along roads that are better suited for active travel.

**Economic Vitality:** A signed bicycle route creates a destination for bicycle tourists, enhances recreational opportunities, and pedestrian and bicycle connections to local businesses, community facilities, and residential areas.

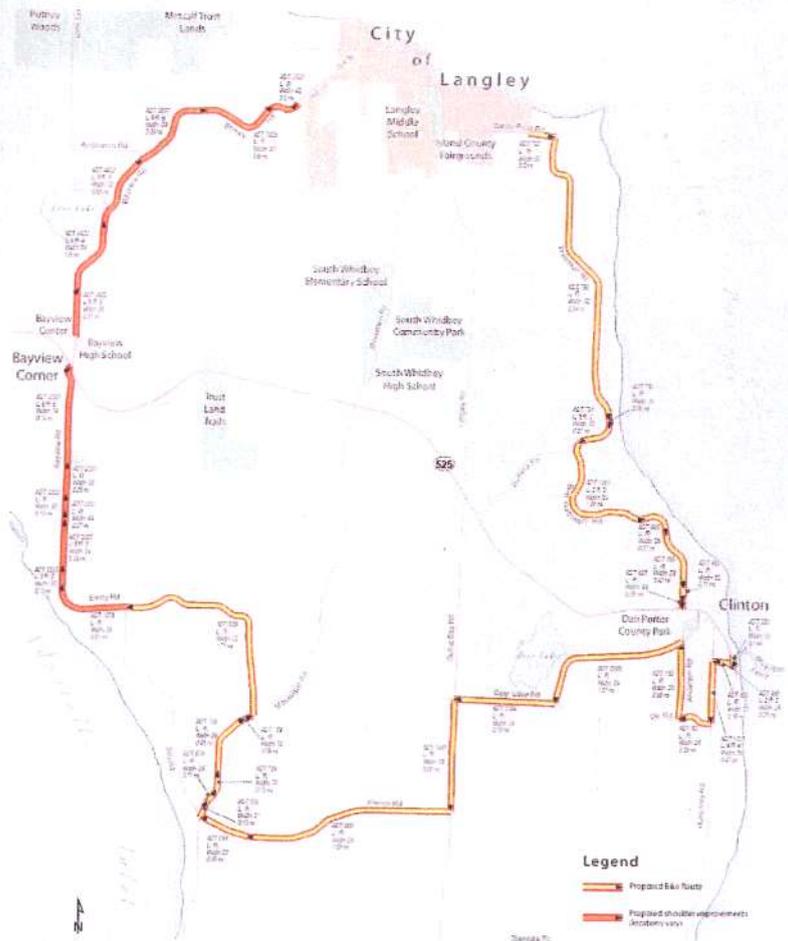
### Amount Allocated on Current TIP

Costs are in 2016 dollars.

Preliminary Engineering	\$5,000
Construction	\$80,000

### Anticipated Schedule

Preliminary Engineering	2017
Construction:	2017



### Contact Information

Catherine Kelley  
Project Manager  
360-678-7965

[CatherineK@co.island.wa.us](mailto:CatherineK@co.island.wa.us)

For more information on projects in your neighborhood visit the Island County Public Works Website at: <http://www.islandcounty.net/PublicWorks/>



## Libbey to Kettles Multi-Use Trail Connector



### Project Description

This project will design a multi-use trail along SR 20, connecting the parking area at the corner of SR-20 and Libbey Road with a commonly used entrance to the Kettles forest unimproved trails.

This trail connection is part of a long-range concept for a trail that extends along the full length of Whidbey Island.

Current TIP Year: 2017-2022 TIP #: 24

### Project Benefits

**Access, Mobility, and Safety:** This trail connection provides both safe access and increased recreational opportunity for bicyclists, pedestrians, and other non-motorized travelers. The parking area at SR 20/Libbey Road is larger and more accessible than other parking options along the corridor.

**Economic Vitality:** A more extensive trail system has the potential to draw more recreational tourism to Whidbey Island.

### Estimated Costs

*Estimated costs are in 2016 dollars.*

Preliminary Engineering/Design:	\$200,000
Right-of-way:	\$100,000
Construction:	\$900,000
<b>Total</b>	<b>\$1,200,000</b>

### Anticipated Schedule

Preliminary Engineering:	2016-2017
Right-of-way:	2017
Construction:	2018



### Contact Information

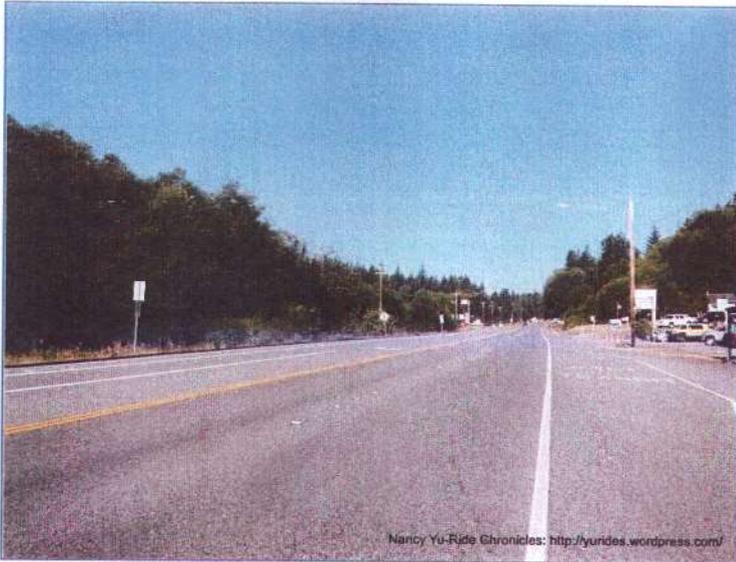
Catherine Kelley  
Project Manager  
360-678-7965  
[CatherineK@co.island.wa.us](mailto:CatherineK@co.island.wa.us)

For more information on projects in your neighborhood visit the Island County Public Works Website at: <http://www.islandcounty.net/PublicWorks/>



## ISLAND COUNTY PUBLIC WORKS DEPARTMENT

### Clinton To Ken's Corner Trail



#### Project Description

The Clinton to Ken's Corner Trail project will construct a 10-foot wide, paved, multi-use trail along SR 525 between the community of Clinton and Langley/Cultus Bay Road. The trail extends approximately 2 miles to where the Ken's Corner commercial center is located. The project is scheduled for completion in 2021.

This non-motorized trail segment is part of a long-range concept for a trail that extends along the full length of Whidbey Island.

Current TIP Year: 2017-2022

TIP #: 25

#### Project Benefits

**Access, Mobility and Safety:** An active transportation network enables a variety of users to reach more destinations without an automobile. Well designed infrastructure decreases conflicts between mode users by increasing predictability of movements. This project will provide non-motorized access to business and services along SR 525 and protect vulnerable users from high-speed motor vehicle traffic.

**Economic Vitality:** Enhances recreational opportunities and pedestrian and bicycle connections to local businesses, community facilities, and residential areas.

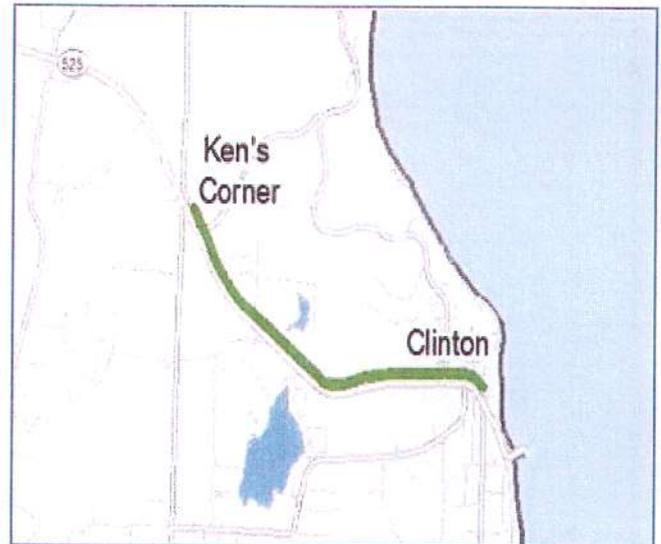
#### Amount Allocated on Current TIP

*Costs are in 2016 dollars.*

Preliminary Engineering/Design	\$225,000
Right-of-way	\$175,000
Construction	<u>\$2,000,000</u>
<b>Total</b>	<b>\$2,400,000</b>

#### Anticipated Schedule

Preliminary Engineering/Design:	2017/18
Right-of-way:	2019
Construction:	2020/21



For more information on projects in your neighborhood visit the Island County Public Works Website at:  
<http://www.islandcounty.net/PublicWorks/>

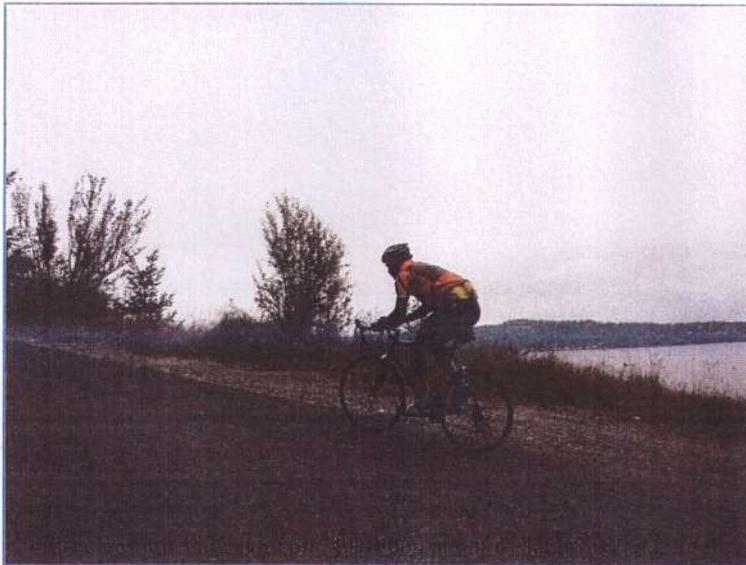
#### Contact Information

Catherine Kelley  
Project Manager  
360-678-7965  
[CatherineK@co.island.wa.us](mailto:CatherineK@co.island.wa.us)



ISLAND COUNTY PUBLIC WORKS DEPARTMENT

Camano Island Bicycle Tour Route



Project Description

The Camano Island Bicycle Tour Route was designed as a way to encourage mainland bicycle tourists to explore Camano Island, while also providing better facilities for residents. The project provides signage along an approximately 40-mile scenic figure-8 route.

Current TIP Year: 2017-2022 TIP #: 26

Project Benefits

**Mobility and Safety:** A signed bicycle route helps guide cyclists along roads that are better suited for active travel and alerts drivers to the potential presence of cyclists in the right of way.

**Economic Vitality:** A signed bicycle route creates a destination for bicycle tourists, enhances recreational opportunities, and provides pedestrian and bicycle connections to local businesses, community facilities, and residential areas.

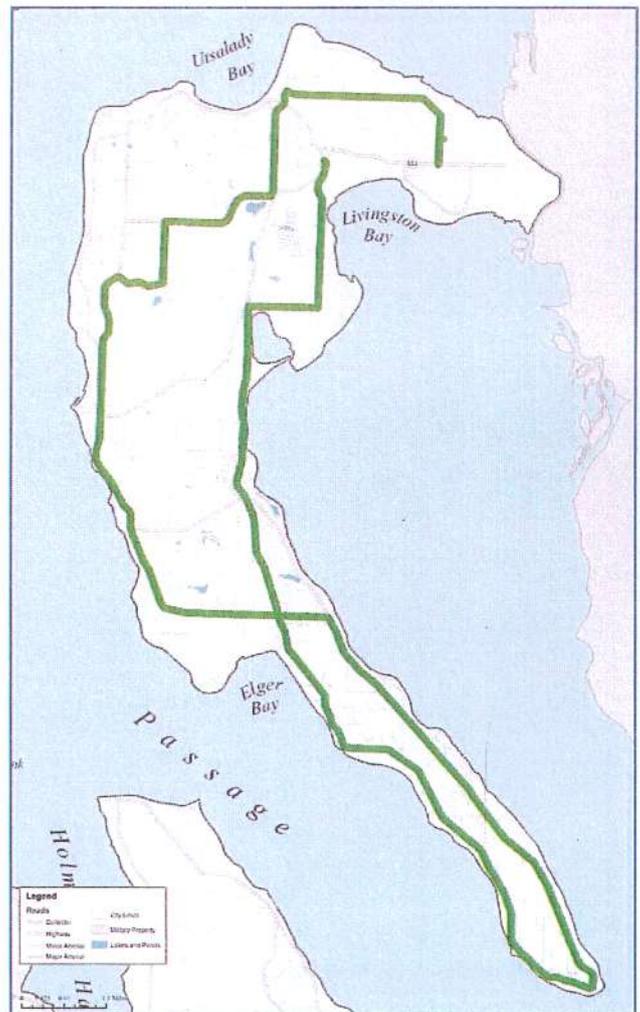
Amount Allocated on Current TIP

Costs are in 2016 dollars.

Preliminary Engineering/Design	\$25,000
Construction	<u>\$100,000</u>
<b>Total</b>	<b>\$125,000</b>

Anticipated Schedule

Preliminary Engineering/Design	2019
Construction	2019



For more information on projects in your neighborhood visit the Island County Public Works Website at: <http://www.islandcounty.net/PublicWorks/>

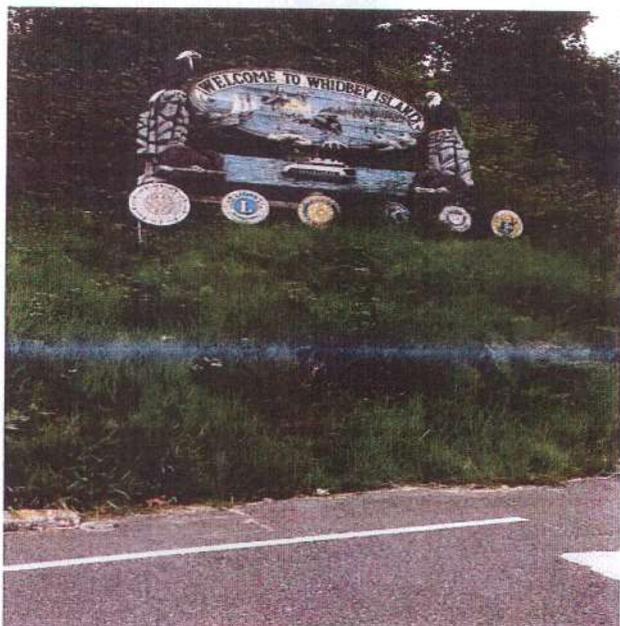
Contact Information

Catherine Kelley  
 Project Manager  
 360-678-7965  
[CatherineK@co.island.wa.us](mailto:CatherineK@co.island.wa.us)



## ISLAND COUNTY PUBLIC WORKS DEPARTMENT

### Central Whidbey Bicycle Tour Route



#### Project Description

The Central Whidbey Bicycle Tour Route was designed as a way to encourage bicycle tourists to explore Whidbey Island, while also providing better facilities for residents. The project provides signage and shoulder improvements along an approximately 49-miles of scenic roadway that connects the Town of Coupeville with the communities of Greenbank and Freeland.

Current TIP Year: 2017-2022 TIP #: 27

#### Project Benefits

**Mobility and Safety:** A signed bicycle route helps guide cyclists along roads that are better suited for active travel.

**Economic Vitality:** A signed bicycle route creates a destination for bicycle tourists, enhances recreational opportunities, and provides pedestrian and bicycle connections to local businesses, community facilities, and residential areas.

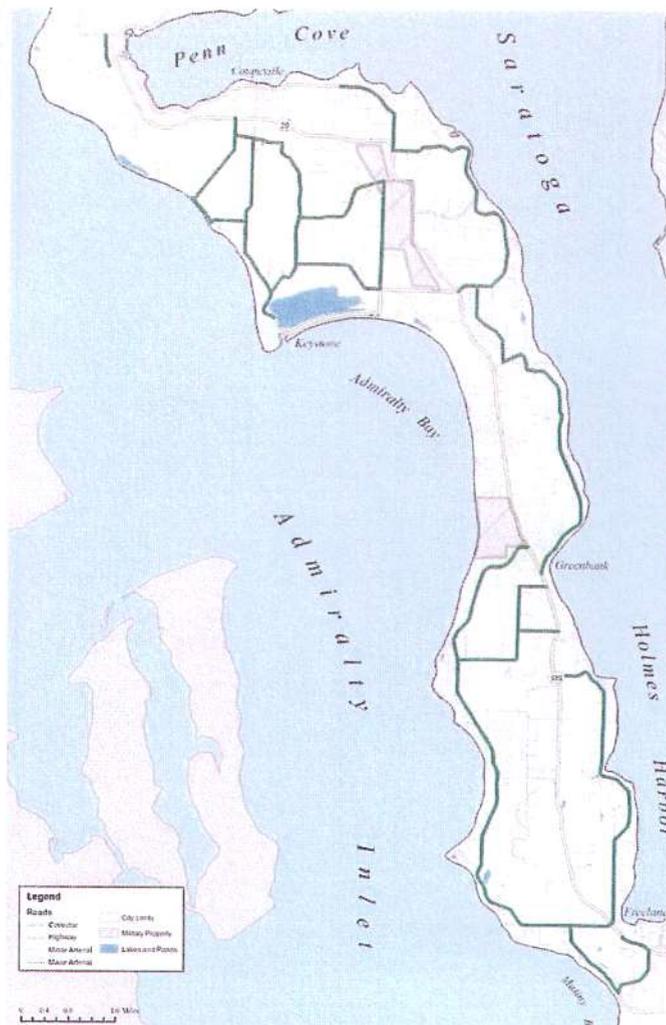
#### Amount Allocated on Current TIP

Costs are in 2016 dollars.

Preliminary Engineering	\$13,500
Construction	\$86,500

#### Anticipated Schedule

Preliminary Engineering	2021
Construction:	2021



#### Contact Information

Catherine Kelley  
Project Manager  
360-678-7965

For more information on projects in your neighborhood visit the Island County Public Works Website at: <http://www.islandcounty.net/PublicWorks/>

I. Public Works  
B. 2017-2022 Island County CIP



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

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

Date: August 3, 2016

To: Board of Island County Commissioners

RE: Draft of the 2017 – 2022 Capital Improvement Plan

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Attached please find a draft copy of the proposed schedule of capital expenditures for the six years 2017 – 2022. The plan by each year is shown on an individual page (table). In addition, a summary by year is shown on table 7, as well as a summary by funding source is shown on table 8.

The four sections of projects are listed as: Repayment, Transfer, Project, and Ongoing Projects. The funding sources are listed for each project with an estimated expenditure.

We look forward to discussing the draft 2017 – 2022 Capital Improvement Plan with you.

DRAFT

Table 1  
2017 Proposed Schedule of Capital Expenditures  
(Costs in thousands of dollars)

2017 Funding Sources												
2017 Project Descriptions (not in order of priority)		134 Real Estate Tax #1	135 Real Estate Tax #2	144 Storm Water Utility	132 Conserv. Futures Fund	101 Road Fund	401 Solid Waste Fund	137 Paths & Trails Fund	154 Clean Water Utility Fund	Misc. Other Sources	Remarks	Total
R-1	Refunding Bonds - 2010	\$ 98.9	\$ 218.9									\$ 317.8
R-2	Septage Plant Loan - 2016						\$ 300.0					\$ 300.0
R-3	DOE Loan - Iverson				\$ 37.8							\$ 37.8
T-1	Public Works	\$ 32.0	\$ 37.0			\$ 290.7	\$ 92.0		\$ 105.0	\$ 40.0	ER&R	\$ 596.7
T-2	Storm & Surface Water Utility (Marshall)		\$ 5.0									\$ 5.0
T-3	Paths & Trails					\$ 425.0						\$ 425.0
T-4	Parks Maintenance		\$ 211.5							\$ 118.8	CE	\$ 330.3
P-1	Freeland Sewer										Rural Co Econ Dev	\$ -
P-2	GMA Infrastructure		\$ 10.0									\$ 10.0
P-3	Libbey/Kettles Trail Head Design		\$ 60.0									\$ 60.0
O-1	Fairground Improvements	\$ 30.0										\$ 30.0
O-2	Flood Control/Diking Facilities		\$ 20.0									\$ 20.0
O-3	Parks - Open Space Acquisitions				\$ 395.0							\$ 395.0
O-4	Parks Development & Improvements		\$ 100.0									\$ 100.0
O-5	Open Space Maintenance & Operations				\$ 96.0							\$ 96.0
O-6	6 Year Clean Water Utility Program							\$ 215.0				\$ 215.0
O-7	6 Year Facilities Program	\$ 1,119.0	\$ 29.0									\$ 1,148.0
O-8	6 Year Road Drainage Program					\$ 390.0			\$ 205.0			\$ 595.0
O-9	6 Year Paths & Trails Program							\$ 510.0				\$ 510.0
O-10	6 Year Road Program					\$ 5,570.3						\$ 5,570.3
O-11	Solid Waste Facility/Improvement/Land						\$ 248.0					\$ 248.0
O-12	Misc. Unforeseen Capital Projects	\$ 60.0	\$ 60.0									\$ 120.0
Total Expenditures		\$ 1,339.9	\$ 751.4	\$ -	\$ 528.8	\$ 6,676.0	\$ 640.0	\$ 510.0	\$ 525.0	\$ 158.8		\$ 9,117.3
Carryover From Previous Year		\$ 2,714.4	\$ 2,719.6	\$ -	\$ 429.6	\$ -	\$ -	\$ -	\$ 1,115.0	\$ -		\$ 6,978.6
Projected Revenue		\$ 1,500.0	\$ 1,500.0	\$ -	\$ 765.1	\$ 6,676.0	\$ 640.0	\$ 510.0	\$ 750.0	\$ 158.8		\$ 12,499.9
Carryover to Next Year(s)		\$ 2,874.5	\$ 3,468.2	\$ -	\$ 665.9	\$ -	\$ -	\$ -	\$ 1,340.0	\$ -		\$ 8,348.6

Legend:  
R = Repayment, T = Transfer, P = Project, O = Ongoing Projects

Table 2  
2018 Proposed Schedule of Capital Expenditures  
(Costs in thousands of dollars)

**DRAFT**

2018 Funding Sources												
2018 Project Descriptions (not in order of priority)		134 Real Estate Tax #1	135 Real Estate Tax #2	144 Storm Water Utility	132 Conserv. Futures Fund	101 Road Fund	401 Solid Waste Fund	137 Paths & Trails Fund	154 Clean Water Utility Fund	Misc. Other Sources	Remarks	Total
R-1	Refunding Bonds - 2010	\$ 316.4	\$ 436.4									\$ 752.8
R-2	Septage Plant Loan - 2016						\$ 300.0					\$ 300.0
R-3	DOE Loan - Iverson				\$ 38.4							\$ 38.4
T-1	Public Works	\$ 32.0	\$ 37.0			\$ 290.7	\$ 92.0		\$ 105.0	\$ 40.0	ER&R	\$ 596.7
T-2	Storm & Surface Water Utility (Marshall)		\$ 5.0									\$ 5.0
T-3	Paths & Trails					\$ 900.0						\$ 900.0
T-4	Parks Maintenance		\$ 211.5							\$ 118.8	CE	\$ 330.3
P-1	Freeland Sewer										Rural Co Econ Dev	\$ -
P-2	GMA Infrastructure		\$ 10.0									\$ 10.0
P-3	Libbey/Kettles Trail Head Design											\$ -
O-1	Fairground Improvements	\$ 30.0										\$ 30.0
O-2	Flood Control/Diking Facilities		\$ 20.0									\$ 20.0
O-3	Parks - Open Space Acquisitions				\$ 395.0							\$ 395.0
O-4	Parks Development & Improvements		\$ 100.0									\$ 100.0
O-5	Open Space Maintenance & Operations				\$ 96.0							\$ 96.0
O-6	6 Year Clean Water Utility Program							\$ 610.0				\$ 610.0
O-7	6 Year Facilities Program	\$ 663.0	\$ 55.0									\$ 718.0
O-8	6 Year Road Drainage Program					\$ 450.0			\$ 95.0			\$ 545.0
O-9	6 Year Paths & Trails Program							\$ 1,025.0				\$ 1,025.0
O-10	6 Year Road Program					\$ 6,169.6						\$ 6,169.6
O-11	Solid Waste Facility/Improvement/Land						\$ 180.0					\$ 180.0
O-12	Misc. Unforeseen Capital Projects	\$ 60.0	\$ 60.0									\$ 120.0
Total Expenditures		\$ 1,101.4	\$ 934.9	\$ -	\$ 529.4	\$ 7,810.3	\$ 572.0	\$ 1,025.0	\$ 810.0	\$ 158.8		\$ 10,018.6
Carryover From Previous Year		\$ 2,874.5	\$ 3,468.2	\$ -	\$ 665.9	\$ -	\$ -	\$ -	\$ 1,340.0	\$ -		\$ 8,348.6
Projected Revenue		\$ 1,200.0	\$ 1,200.0	\$ -	\$ 788.1	\$ 7,810.3	\$ 572.0	\$ 1,025.0	\$ 750.0	\$ 158.8		\$ 13,504.2
Carryover to Next Year(s)		\$ 2,973.1	\$ 3,733.3	\$ -	\$ 924.6	\$ -	\$ -	\$ -	\$ 1,280.0	\$ -		\$ 8,911.0

Legend:  
R = Repayment, T = Transfer, P = Project, O = Ongoing Projects

**DRAFT**

Table 3  
2019 Proposed Schedule of Capital Expenditures  
(Costs in thousands of dollars)

2019 Funding Sources											
2019 Project Descriptions (not in order of priority)	134 Real Estate Tax #1	135 Real Estate Tax #2	144 Storm Water Utility	132 Conserv. Futures Fund	101 Road Fund	401 Solid Waste Fund	137 Paths & Trails Fund	154 Clean Water Utility Fund	Misc. Other Sources	Remarks	Total
R-1	Refunding Bonds - 2010	\$ 322.6	\$ 442.6								\$ 765.2
R-2	Septage Plant Loan - 2016					\$ 300.0					\$ 300.0
R-3	DOE Loan - Iverson			\$ 39.0							\$ 39.0
T-1	Public Works	\$ 32.0	\$ 37.0		\$ 290.7	\$ 92.0		\$ 105.0	\$ 40.0	ER&R	\$ 596.7
T-2	Storm & Surface Water Utility (Marshall)		\$ 5.0								\$ 5.0
T-3	Paths & Trails				\$ 50.0						\$ 50.0
T-4	Parks Maintenance		\$ 211.5						\$ 118.8	CE	\$ 330.3
P-1	Freeland Sewer									Rural Co Econ Dev	\$ -
P-2	GMA Infrastructure		\$ 10.0								\$ 10.0
P-3	Libbey/Kettles Trail Head Design										\$ -
O-1	Fairground Improvements	\$ 30.0									\$ 30.0
O-2	Flood Control/Diking Facilities		\$ 20.0								\$ 20.0
O-3	Parks - Open Space Acquisitions			\$ 395.0							\$ 395.0
O-4	Parks Development & Improvements		\$ 100.0								\$ 100.0
O-5	Open Space Maintenance & Operations			\$ 96.0							\$ 96.0
O-6	6 Year Clean Water Utility Program							\$ 705.0			\$ 705.0
O-7	6 Year Facilities Program	\$ 687.0	\$ 25.0								\$ 712.0
O-8	6 Year Road Drainage Program				\$ 150.0			\$ 50.0			\$ 200.0
O-9	6 Year Paths & Trails Program						\$ 300.0				\$ 300.0
O-10	6 Year Road Program				\$ 5,315.6						\$ 5,315.6
O-11	Solid Waste Facility/Improvement/Land					\$ 165.0					\$ 165.0
O-12	Misc. Unforeseen Capital Projects	\$ 60.0	\$ 60.0								\$ 120.0
Total Expenditures		\$ 1,131.6	\$ 911.1	\$ -	\$ 530.0	\$ 5,806.3	\$ 557.0	\$ 300.0	\$ 860.0	\$ 158.8	\$ 10,254.8
Carryover From Previous Year		\$ 2,973.1	\$ 3,733.3	\$ -	\$ 924.6	\$ -	\$ -	\$ -	\$ 1,280.0	\$ -	\$ 8,911.0
Projected Revenue		\$ 1,000.0	\$ 1,000.0	\$ -	\$ 803.9	\$ 5,806.3	\$ 557.0	\$ 300.0	\$ 750.0	\$ 158.8	\$ 10,376.0
Carryover to Next Year(s)		\$ 2,841.5	\$ 3,822.2	\$ -	\$ 1,198.5	\$ -	\$ -	\$ -	\$ 1,170.0	\$ -	\$ 9,032.2

Legend:

R = Repayment, T = Transfer, P = Project, O = Ongoing Projects

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Table 4  
2020 Proposed Schedule of Capital Expenditures  
(Costs in thousands of dollars)

2020 Funding Sources											
2020 Project Descriptions (not in order of priority)	134 Real Estate Tax #1	135 Real Estate Tax #2	144 Storm Water Utility	132 Conserv. Futures Fund	101 Road Fund	401 Solid Waste Fund	137 Paths & Trails Fund	154 Clean Water Utility Fund	Misc. Other Sources	Remarks	Total
R-1 Refunding Bonds - 2010	\$ 388.1	\$ 388.1									\$ 776.2
R-2 Septage Plant Loan - 2016						\$ 300.0					\$ 300.0
R-3 DOE Loan - Iverson				\$ 39.5							\$ 39.5
T-1 Public Works	\$ 32.0	\$ 37.0			\$ 290.7	\$ 92.0		\$ 105.0	\$ 40.0	ER&R	\$ 596.7
T-2 Storm & Surface Water Utility (Marshall)		\$ 5.0									\$ 5.0
T-3 Paths & Trails					\$ 1,000.0						\$ 1,000.0
T-4 Parks Maintenance		\$ 211.5							\$ 118.8	CE	\$ 330.3
P-1 Freeland Sewer										Rural Co Econ Dev	\$ -
P-2 GMA Infrastructure		\$ 10.0									\$ 10.0
P-3 Libbey/Kettles Trail Head Design											\$ -
O-1 Fairground Improvements	\$ 30.0										\$ 30.0
O-2 Flood Control/Diking Facilities		\$ 20.0									\$ 20.0
O-3 Parks - Open Space Acquisitions				\$ 395.0							\$ 395.0
O-4 Parks Development & Improvements		\$ 100.0									\$ 100.0
O-5 Open Space Maintenance & Operations				\$ 96.0							\$ 96.0
O-6 6 Year Clean Water Utility Program								\$ 665.0			\$ 665.0
O-7 6 Year Facilities Program	\$ 651.0	\$ 25.0									\$ 676.0
O-8 6 Year Road Drainage Program					\$ 270.0			\$ 50.0			\$ 320.0
O-9 6 Year Paths & Trails Program							\$ 1,000.0				\$ 1,000.0
O-10 6 Year Road Program					\$ 5,145.6						\$ 5,145.6
O-11 Solid Waste Facility/Improvement/Land						\$ 245.0					\$ 245.0
O-12 Misc. Unforeseen Capital Projects	\$ 60.0	\$ 60.0									\$ 120.0
<b>Total Expenditures</b>	<b>\$ 1,161.1</b>	<b>\$ 856.6</b>	<b>\$ -</b>	<b>\$ 530.5</b>	<b>\$ 6,706.3</b>	<b>\$ 637.0</b>	<b>\$ 1,000.0</b>	<b>\$ 820.0</b>	<b>\$ 158.8</b>		<b>\$ 11,870.3</b>
Carryover From Previous Year	\$ 2,841.5	\$ 3,822.2	\$ -	\$ 1,198.5	\$ -	\$ -	\$ -	\$ 1,170.0	\$ -		\$ 9,032.2
Projected Revenue	\$ 1,000.0	\$ 1,000.0	\$ -	\$ 820.0	\$ 6,706.3	\$ 637.0	\$ 1,000.0	\$ 750.0	\$ 158.8		\$ 12,072.1
Carryover to Next Year(s)	\$ 2,680.4	\$ 3,965.6	\$ -	\$ 1,488.0	\$ -	\$ -	\$ -	\$ 1,100.0	\$ -		\$ 9,234.0

Legend:  
R = Repayment, T = Transfer, P = Project, O = Ongoing Projects

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Table 5  
2021 Proposed Schedule of Capital Expenditures  
(Costs in thousands of dollars)

2021 Funding Sources											
2021 Project Descriptions (not in order of priority)	134 Real Estate Tax #1	135 Real Estate Tax #2	144 Storm Water Utility	132 Conserv. Futures Fund	101 Road Fund	401 Solid Waste Fund	137 Paths & Trails Fund	154 Clean Water Utility Fund	Misc. Other Sources	Remarks	Total
R-1 Refunding Bonds - 2010	\$ 395.4	\$ 395.4									\$ 790.8
R-2 Septage Plant Loan - 2016						\$ 300.0					\$ 300.0
R-3 DOE Loan - Iverson				\$ 39.5							\$ 39.5
T-1 Public Works	\$ 32.0	\$ 37.0			\$ 290.7	\$ 92.0		\$ 105.0	\$ 40.0	ER&R	\$ 596.7
T-2 Storm & Surface Water Utility (Marshall)		\$ 5.0									\$ 5.0
T-3 Paths & Trails											\$ -
T-4 Parks Maintenance		\$ 211.5							\$ 118.8	CE	\$ 330.3
P-1 Freeland Sewer										Rural Co Econ Dev	\$ -
P-2 GMA Infrastructure		\$ 10.0									\$ 10.0
P-3 Libbey/Kettles Trail Head Design											\$ -
O-1 Fairground Improvements	\$ 30.0										\$ 30.0
O-2 Flood Control/Diking Facilities		\$ 20.0									\$ 20.0
O-3 Parks - Open Space Acquisitions				\$ 395.0							\$ 395.0
O-4 Parks Development & Improvements		\$ 100.0									\$ 100.0
O-5 Open Space Maintenance & Operations				\$ 96.0							\$ 96.0
O-6 6 Year Clean Water Utility Program								\$ 420.0			\$ 420.0
O-7 6 Year Facilities Program	\$ 529.0	\$ 25.0									\$ 554.0
O-8 6 Year Road Drainage Program					\$ 180.0			\$ 50.0			\$ 230.0
O-9 6 Year Paths & Trails Program							\$ 1,100.0				\$ 1,100.0
O-10 6 Year Road Program					\$ 5,301.6						\$ 5,301.6
O-11 Solid Waste Facility/Improvement/Land						\$ 126.0					\$ 126.0
O-12 Misc. Unforeseen Capital Projects	\$ 60.0	\$ 60.0									\$ 120.0
<b>Total Expenditures</b>	<b>\$ 1,046.4</b>	<b>\$ 863.9</b>	<b>\$ -</b>	<b>\$ 530.5</b>	<b>\$ 5,772.3</b>	<b>\$ 518.0</b>	<b>\$ 1,100.0</b>	<b>\$ 575.0</b>	<b>\$ 158.8</b>		<b>\$ 10,564.9</b>
Carryover From Previous Year	\$ 2,973.1	\$ 3,733.3	\$ -	\$ 924.6	\$ -	\$ -	\$ -	\$ 1,280.0	\$ -		\$ 8,911.0
Projected Revenue	\$ 1,000.0	\$ 1,000.0	\$ -	\$ 836.4	\$ 5,772.3	\$ 518.0	\$ 1,000.0	\$ 750.0	\$ 158.8		\$ 11,035.5
Carryover to Next Year(s)	\$ 2,926.7	\$ 3,869.4	\$ -	\$ 1,230.5	\$ -	\$ -	\$ -	\$ 1,455.0	\$ -		\$ 9,481.6

Legend:  
R = Repayment, T = Transfer, P = Project, O = Ongoing Projects

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Table 6  
2022 Proposed Schedule of Capital Expenditures  
(Costs in thousands of dollars)

2022 Funding Sources											
2022 Project Descriptions (not in order of priority)	134 Real Estate Tax #1	135 Real Estate Tax #2	144 Storm Water Utility	132 Conserv. Futures Fund	101 Road Fund	401 Solid Waste Fund	137 Paths & Trails Fund	154 Clean Water Utility Fund	Misc. Other Sources	Remarks	Total
R-1	Refunding Bonds - 2010	\$ 404.4	\$ 404.4								\$ 808.8
R-2	Septage Plant Loan - 2016										\$ -
R-3	DOE Loan - Iverson			\$ 39.5							\$ 39.5
T-1	Public Works	\$ 32.0	\$ 37.0		\$ 290.7	\$ 92.0		\$ 105.0	\$ 40.0	ER&R	\$ 596.7
T-2	Storm & Surface Water Utility (Marshall)		\$ 5.0								\$ 5.0
T-3	Paths & Trails										\$ -
T-4	Parks Maintenance		\$ 211.5						\$ 118.8	CE	\$ 330.3
P-1	Freeland Sewer									Rural Co Econ Dev	\$ -
P-2	GMA Infrastructure		\$ 10.0								\$ 10.0
P-3	Libbey/Kettles Trail Head Design										\$ -
O-1	Fairground Improvements	\$ 30.0									\$ 30.0
O-2	Flood Control/Diking Facilities		\$ 20.0								\$ 20.0
O-3	Parks - Open Space Acquisitions			\$ 395.0							\$ 395.0
O-4	Parks Development & Improvements		\$ 100.0								\$ 100.0
O-5	Open Space Maintenance & Operations			\$ 96.0							\$ 96.0
O-6	6 Year Clean Water Utility Program							\$ 500.0			\$ 500.0
O-7	6 Year Facilities Program	\$ 384.0	\$ 25.0								\$ 409.0
O-8	6 Year Road Drainage Program				\$ 170.0			\$ 50.0			\$ 220.0
O-9	6 Year Paths & Trails Program										\$ -
O-10	6 Year Road Program				\$ 4,361.6						\$ 4,361.6
O-11	Solid Waste Facility/Improvement/Land					\$ 198.0					\$ 198.0
O-12	Misc. Unforeseen Capital Projects	\$ 60.0	\$ 60.0								\$ 120.0
Total Expenditures		\$ 910.4	\$ 872.9	\$ -	\$ 530.5	\$ 4,822.3	\$ 290.0	\$ -	\$ 655.0	\$ 158.8	\$ 8,239.9
Carryover From Previous Year		\$ 2,973.1	\$ 3,733.3	\$ -	\$ 924.6	\$ -	\$ -	\$ -	\$ 1,280.0	\$ -	\$ 8,911.0
Projected Revenue		\$ 1,000.0	\$ 1,000.0	\$ -	\$ 836.4	\$ 4,822.3	\$ 290.0	\$ 1,000.0	\$ 750.0	\$ 158.8	\$ 9,857.5
Carryover to Next Year(s)		\$ 3,062.7	\$ 3,860.4	\$ -	\$ 1,230.5	\$ -	\$ -	\$ -	\$ 1,375.0	\$ -	\$ 9,528.6

Legend:  
R = Repayment, T = Transfer, P = Project, O = Ongoing Projects

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Table 7  
2017 through 2022  
Proposed Schedule of Capital Expenditures by Year  
(Costs in thousands of dollars)

2017 through 2022								
	Project Descriptions (not in order of priority)	2017	2018	2019	2020	2021	2022	Total
R-1	Refunding Bonds - 2010	\$ 317.8	\$ 752.8	\$ 765.2	\$ 776.2	\$ 790.8	\$ 808.8	\$ 4,211.6
R-2	Septage Plant Loan - 2016	\$ 300.0	\$ 300.0	\$ 300.0	\$ 300.0	\$ 300.0	\$ -	\$ 1,500.0
R-3	DOE Loan - Iverson	\$ 37.8	\$ 38.4	\$ 39.0	\$ 39.5	\$ 39.5	\$ 39.5	\$ 233.7
T-1	Public Works	\$ 596.7	\$ 596.7	\$ 596.7	\$ 596.7	\$ 596.7	\$ 596.7	\$ 3,580.2
T-2	Storm & Surface Water Utility (Marshall)	\$ 5.0	\$ 5.0	\$ 5.0	\$ 5.0	\$ 5.0	\$ 5.0	\$ 30.0
T-3	Paths & Trails	\$ 425.0	\$ 900.0	\$ 50.0	\$ 1,000.0	\$ -	\$ -	\$ 2,375.0
T-4	Parks Maintenance	\$ 330.3	\$ 330.3	\$ 330.3	\$ 330.3	\$ 330.3	\$ 330.3	\$ 1,981.8
P-1	Freeland Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
P-2	GMA Infrastructure	\$ 10.0	\$ 10.0	\$ 10.0	\$ 10.0	\$ 10.0	\$ 10.0	\$ 60.0
P-3	Libbey/Kettles Trail Head Design	\$ 60.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60.0
O-1	Fairground Improvements	\$ 30.0	\$ 30.0	\$ 30.0	\$ 30.0	\$ 30.0	\$ 30.0	\$ 180.0
O-2	Flood Control/Diking Facilities	\$ 20.0	\$ 20.0	\$ 20.0	\$ 20.0	\$ 20.0	\$ 20.0	\$ 120.0
O-3	Parks - Open Space Acquisitions	\$ 395.0	\$ 395.0	\$ 395.0	\$ 395.0	\$ 395.0	\$ 395.0	\$ 2,370.0
O-4	Parks Development & Improvements	\$ 100.0	\$ 100.0	\$ 100.0	\$ 100.0	\$ 100.0	\$ 100.0	\$ 600.0
O-5	Open Space Maintenance & Operations	\$ 96.0	\$ 96.0	\$ 96.0	\$ 96.0	\$ 96.0	\$ 96.0	\$ 576.0
O-6	6 Year Clean Water Utility Program	\$ 215.0	\$ 610.0	\$ 705.0	\$ 665.0	\$ 420.0	\$ 500.0	\$ 3,115.0
O-7	6 Year Facilities Program	\$ 1,148.0	\$ 718.0	\$ 712.0	\$ 676.0	\$ 554.0	\$ 409.0	\$ 4,217.0
O-8	6 Year Road Drainage Program	\$ 595.0	\$ 545.0	\$ 200.0	\$ 320.0	\$ 230.0	\$ 220.0	\$ 2,110.0
O-9	6 Year Paths & Trails Program	\$ 510.0	\$ 1,025.0	\$ 300.0	\$ 1,000.0	\$ 1,100.0	\$ -	\$ 3,935.0
O-10	6 Year Road Program	\$ 5,570.3	\$ 6,169.6	\$ 5,315.6	\$ 5,145.6	\$ 5,301.6	\$ 4,361.6	\$ 31,864.3
O-11	Solid Waste Facility/Improvement/Land	\$ 248.0	\$ 180.0	\$ 165.0	\$ 245.0	\$ 126.0	\$ 198.0	\$ 1,162.0
O-12	Misc. Unforeseen Capital Projects	\$ 120.0	\$ 120.0	\$ 120.0	\$ 120.0	\$ 120.0	\$ 120.0	\$ 720.0
Total Expenditures		\$ 11,129.9	\$ 12,941.8	\$ 10,254.8	\$ 11,870.3	\$ 10,564.9	\$ 8,239.9	\$ 65,227.3
Carryover From Previous Year		\$ 6,978.6	\$ 8,348.6	\$ 8,911.0	\$ 9,032.2	\$ 8,911.0	\$ 8,911.0	\$ 43,648.9
Projected Revenue		\$ 12,499.9	\$ 13,504.2	\$ 10,376.0	\$ 12,072.1	\$ 11,035.5	\$ 9,857.5	\$ 74,811.6
Carryover to Next Year(s)		\$ 8,348.6	\$ 8,911.0	\$ 9,032.2	\$ 9,234.0	\$ 9,481.6	\$ 9,528.6	\$ 46,411.1

Legend:

R = Repayment, T = Transfer, P = Project, O = Ongoing Projects

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Table 8  
2017 through 2022  
Proposed Schedule of Capital Expenditures by Funding Source  
(Costs in thousands of dollars)

2017 through 2022											
Project Descriptions (not in order of priority)	134 Real Estate Tax #1	135 Real Estate Tax #2	144 Storm Water Utility	132 Conserv. Futures Fund	101 Road Fund	401 Solid Waste Fund	137 Paths & Trails Fund	154 Clean Water Utility Fund	Misc. Other Sources	Remarks	Total
R-1	Refunding Bonds - 2010	\$ 1,925.8	\$ 2,285.8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 4,211.6
R-2	Septage Plant Loan - 2016	\$ -	\$ -	\$ -	\$ -	\$ 1,500.0	\$ -	\$ -	\$ -	Port of Coupeville	\$ 1,500.0
R-3	DOE Loan - Iverson	\$ -	\$ -	\$ -	\$ 233.7	\$ -	\$ -	\$ -	\$ -		\$ 233.7
T-1	Public Works	\$ 192.0	\$ 222.0	\$ -	\$ -	\$ 1,744.2	\$ 552.0	\$ 630.0	\$ 240.0		\$ 3,580.2
T-2	Storm & Surface Water Utility (Marshall)	\$ -	\$ 30.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 30.0
T-3	Paths & Trails	\$ -	\$ -	\$ -	\$ -	\$ 2,375.0	\$ -	\$ -	\$ -		\$ 2,375.0
T-4	Parks Maintenance	\$ -	\$ 1,269.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 712.8	CE	\$ 1,981.8
P-1	Freeland Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Rural Co Econ Dev	\$ -
P-2	GMA Infrastructure	\$ -	\$ 60.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 60.0
P-3	Libbey/Kettles Trail Head Design	\$ -	\$ 60.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 60.0
O-1	Fairground Improvements	\$ 180.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 180.0
O-2	Flood Control/Diking Facilities	\$ -	\$ 120.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 120.0
O-3	Parks - Open Space Acquisitions	\$ -	\$ -	\$ -	\$ 2,370.0	\$ -	\$ -	\$ -	\$ -		\$ 2,370.0
O-4	Parks Development & Improvements	\$ -	\$ 600.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 600.0
O-5	Open Space Maintenance & Operations	\$ -	\$ -	\$ -	\$ 576.0	\$ -	\$ -	\$ -	\$ -		\$ 576.0
O-6	6 Year Clean Water Utility Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,115.0	\$ -		\$ 3,115.0
O-7	6 Year Facilities Program	\$ 4,033.0	\$ 184.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 4,217.0
O-8	6 Year Road Drainage Program	\$ -	\$ -	\$ -	\$ -	\$ 1,610.0	\$ -	\$ 500.0	\$ -		\$ 2,110.0
O-9	6 Year Paths & Trails Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,935.0	\$ -	\$ -		\$ 3,935.0
O-10	6 Year Road Program	\$ -	\$ -	\$ -	\$ -	\$ 31,864.3	\$ -	\$ -	\$ -		\$ 31,864.3
O-11	Solid Waste Facility/Improvement/Land	\$ -	\$ -	\$ -	\$ -	\$ 1,162.0	\$ -	\$ -	\$ -		\$ 1,162.0
O-12	Misc. Unforeseen Capital Projects	\$ 360.0	\$ 360.0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 720.0
Total Expenditures		\$ 6,690.8	\$ 5,190.8	\$ -	\$ 3,179.7	\$ 37,593.5	\$ 3,214.0	\$ 3,935.0	\$ 4,245.0	\$ 952.8	\$ 65,001.6
Carryover From Previous Year		\$ 2,007.4	\$ 1,933.5	\$ -	\$ 215.1	\$ -	\$ -	\$ 1,440.0	\$ -		\$ 5,596.0
Projected Revenue		\$ 6,700.0	\$ 6,700.0	\$ -	\$ 4,849.9	\$ 37,593.5	\$ 3,214.0	\$ 4,835.0	\$ 4,500.0	\$ 952.8	\$ 69,345.2
Carryover to Next Year(s)		\$ 2,016.6	\$ 3,442.7	\$ -	\$ 1,885.3	\$ -	\$ 900.0	\$ 1,695.0	\$ -		\$ 9,939.6

Legend:

R = Repayment, T = Transfer, P = Project, O = Ongoing Projects

II. Emergency Management  
A. HMEP E16-211



**ISLAND COUNTY DEPARTMENT  
OF EMERGENCY MANAGEMENT**

P.O. BOX 5000, COUPEVILLE, WA 98239

Phone: (360) 679-7370

Fax: (360) 679-7376

*Eric Brooks, Deputy Director DEM*

**MEMORANDUM**

July 22, 2016

TO: Board of County Commissioners – Island County

FROM: Eric Brooks – Deputy Director DEM

RE: **FFY-15 US Department of Transportation, Pipeline and Hazardous Materials  
Safety Administration (PHMSA) and Hazardous Materials Emergency  
Preparedness Grant Program E16-211**

The Island County Department of Emergency Management will be presenting to the Board of County Commissioners (BOCC), at its August 3, 2016 Work Session, a U.S. Department of Transportation Hazardous Materials Emergency Preparedness grant agreement for \$8,000.

The Hazardous Materials Emergency Preparedness (HMEP) grant provides assistance to the public sector through training and planning grants to increase State, Territorial, Tribal, and local effectiveness in safety and efficiently handling hazardous materials accidents and incidents, enhance implementation of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA), and encourage a comprehensive approach to emergency training and planning by incorporating the unique challenges of responses to transportation situations.

Eric Brooks  
Deputy Director, DEM

**Washington State Military Department  
GRANT AGREEMENT FACE SHEET**

1. Sub-Grantee Name and Address: <b>Island County P.O. Box 5000 / 1st NE 6th Street Coupeville, WA 98239-5000</b>		2. Grant Agreement Amount: <b>Federal \$8,000</b>	3. Grant Agreement Number: <b>E16-211</b>		
4. Sub-Grantee's Contact, phone/email: <b>Eric Brooks, 360-240-5572 e.brooks@co.island.wa.us</b>		5. Grant Agreement Start Date: <b>September 30, 2015</b>	6. Grant Agreement End Date: <b>September 30, 2017</b>		
7. Department Program Coordinator, phone/email: <b>Gary Stumph, 253-512-7483 Gary.Stumph@mil.wa.gov</b>		8. Data Universal Numbering System (DUNS #): <b>029118606</b>	9. UBI # (state revenue): <b>151-000-298</b>		
10. Funding Authority: <b>Washington State Military Department (Department) and U. S. Department of Transportation (USDOT), Pipeline and Hazardous Materials Safety Administration (PHMSA)</b>					
11. Funding Source Agreement #: <b>HM-HMP-0151-15-01-00</b>	12. Program Index # & OBJ/SUB-OJ <b>76352 NZ</b>	13. CFDA # and Title: <b>20.703 HMEP</b>			
14. Total Federal Award: <b>\$322,079</b>		15. Federal Award Date: <b>9/28/2015</b>	16. TIN or SSN: <b>91-6001321</b>		
17. Service Districts: (BY LEG DIST): <b>10</b> (BY CONG DIST): <b>2</b>		18. Service Area by County(ies): <b>Island County</b>	19. Women/Minority-Owned, State Certified?: <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NO <input type="checkbox"/> YES, OMWBE #		
20. Contract Classification: <input type="checkbox"/> Personal Services <input type="checkbox"/> Client Services <input checked="" type="checkbox"/> Public/Local Gov't <input type="checkbox"/> Collaborative Research <input type="checkbox"/> A/E <input type="checkbox"/> Other		21. Contract Type (check all that apply): <input type="checkbox"/> Contract <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Agreement <input type="checkbox"/> Intergovernmental (RCW 39.34) <input type="checkbox"/> Interagency			
22. Sub-Grantee Selection Process: <input checked="" type="checkbox"/> "To all who apply & qualify" <input type="checkbox"/> Competitive Bidding <input type="checkbox"/> Sole Source <input type="checkbox"/> A/E RCW <input type="checkbox"/> N/A <input type="checkbox"/> Filed w/OFM? <input type="checkbox"/> Advertised? <input type="checkbox"/> YES <input type="checkbox"/> NO		23. Sub-Grantee Type (check all that apply) <input type="checkbox"/> Private Organization/Individual <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Organization/Jurisdiction <input checked="" type="checkbox"/> Non-Profit <input type="checkbox"/> VENDOR <input checked="" type="checkbox"/> SUBRECIPIENT <input type="checkbox"/> OTHER			
24. BRIEF DESCRIPTION: The purpose of the FFY 2015 U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration (PHMSA) Hazardous Materials Emergency Preparedness (HMEP) grant program is to provide assistance to public sector employees through training and planning grants to increase State, Territorial, Tribal, and local effectiveness in safely and efficiently handling hazardous materials accidents and incidents, enhance implementation of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA), and encourage a comprehensive approach to emergency training and planning by incorporating the unique challenges of responses to transportation situations. The Department is the Recipient and Pass-through Entity of the 15HMEP Award HM-HMP-0151-15-01-00, which is incorporated in and attached hereto as Attachment #1, and has made a subaward of Federal award funds to the Subrecipient pursuant to this Agreement. The Subrecipient is accountable to the Department for use of Federal award funds provided under this Agreement. The Subrecipient's statement of work, timeline, and budget for the subaward are detailed in Exhibits C, D, and E.					
IN WITNESS WHEREOF, the Department and Subrecipient acknowledge and accept the terms of this Agreement, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this Agreement as of the date below. This Agreement Face Sheet; Special Terms & Conditions (Exhibit A); General Terms and Conditions (Exhibit B); Statement of Work (Exhibit C); Timeline (Exhibit D); Budget (Exhibit E); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.					
In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: <table style="width:100%; border:none;"> <tr> <td style="width:50%; vertical-align: top;"> <b>1. Applicable Federal and State Statutes and Regulations</b>  <b>2. USDOT, PHMSA HMEP Award and program documents</b>  <b>3. Statement of Work</b> </td> <td style="width:50%; vertical-align: top;"> <b>4. Special Terms and Conditions</b>  <b>5. General Terms and Conditions, and if attached,</b>  <b>6. Other provisions of the Agreement incorporated by reference.</b> </td> </tr> </table>				<b>1. Applicable Federal and State Statutes and Regulations</b> <b>2. USDOT, PHMSA HMEP Award and program documents</b> <b>3. Statement of Work</b>	<b>4. Special Terms and Conditions</b> <b>5. General Terms and Conditions, and if attached,</b> <b>6. Other provisions of the Agreement incorporated by reference.</b>
<b>1. Applicable Federal and State Statutes and Regulations</b> <b>2. USDOT, PHMSA HMEP Award and program documents</b> <b>3. Statement of Work</b>	<b>4. Special Terms and Conditions</b> <b>5. General Terms and Conditions, and if attached,</b> <b>6. Other provisions of the Agreement incorporated by reference.</b>				
WHEREAS, the parties hereto have executed this grant agreement on the day and year last specified below.					
FOR THE DEPARTMENT:		FOR THE SUB-GRANTEE:			
_____ Signature Date Richard A. Woodruff, Contracts Officer Washington State Military Department		_____ Signature Date Richard Hannold, Board of Commissioners Chair Island County			
BOILERPLATE APPROVED AS TO FORM: Brian E. Buchholz (signature on file 10/6/2015) Assistant Attorney General		APPROVED AS TO FORM (if applicable):  _____ Applicant's Legal Review Date			

## SPECIAL TERMS AND CONDITIONS

## ARTICLE I --KEY PERSONNEL:

The individuals listed below shall be considered key personnel for point of contact under this Agreement. Any substitution of key personnel by either party shall be made by written notification to the current key personnel.

SUBRECIPIENT		MILITARY DEPARTMENT	
Name	Eric Brooks	Name	Charma Anderson
Title	Deputy Director	Title	Section Supervisor
E-Mail	e.brooks@co.island.wa.us	E-Mail	Charma.Anderson@mil.wa.gov
Phone	360-240-5572	Phone	253-512-7064
Name	William Oakes	Name	Gary Stumph
Title	Public Works Director	Title	Program Coordinator
E-Mail	dem@island.wa.us	E-Mail	Gary.Stumph@mil.wa.gov
Phone	360-679-7330	Phone	253-512-7483
Name		Name	Dalton Gamboa
Title		Title	Program Assistant
E-Mail		E-Mail	Dalton.Gamboa@mil.wa.gov
Phone		Phone	253-512-7044

## ARTICLE II --ADMINISTRATIVE AND/OR FINANCIAL REQUIREMENTS

The Subrecipient shall comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by USDOT applicable to the 15HMEP Program, including, but not limited to, all criteria, restrictions, and requirements of the US DOT Pipeline and Hazardous Materials Safety Administration (PHMSA) Hazardous Materials Grant Program for Fiscal Year 2015 Hazardous Materials Emergency Preparedness (HMEP) Grants at <http://www.phmsa.dot.gov/hazmat/grants>, the US DOT PHMSA Award to the Department and Grant Agreement No. HM-HMP-0515-15-01-00, and the federal regulations commonly applicable to PHMSA HMEP grants, all of which are incorporated herein by reference. The US DOT PHMSA Award Grant Agreement and extension letter are incorporated in this Agreement as Attachment #1.

The Subrecipient acknowledges that since this Agreement involves federal award funding, the period of performance described herein may begin prior to the availability of appropriated federal funds. The Subrecipient agrees that it will not hold the Department, the State of Washington, or the United States liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to distribution of appropriated federal funds, or if federal funds are not appropriated or in a particular amount.

## A. STATE AND FEDERAL REQUIREMENTS FOR USDOT GRANTS:

The following requirements apply to all USDOT/HMEP Grants administered by the Department.

## 1. SUBAWARDS &amp; CONTRACTS BY SUBRECIPIENTS

- a. The Subrecipient must make a case-by-case determination whether each agreement it makes for the disbursement of 15HMEP funds received under this Agreement casts the party receiving the funds in the role of a subrecipient or contractor in accordance with 2 CFR 200.330.
- b. If the Subrecipient becomes a pass-through entity by making a subaward to a non-federal entity as its subrecipient:
  - i. The Subrecipient must comply with all federal laws and regulations applicable to pass-through entities of 15HMEP funds, including but not limited to those contained in 2 CFR 200.
  - ii. The Subrecipient shall require its subrecipient to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this Agreement and the informational documents published by USDOT/PHMSA applicable to the 15HMEP Program, including, but not limited to, all criteria, restrictions, and requirements of the US DOT Pipeline and Hazardous Materials Safety Administration (PHMSA) Hazardous Materials Grant Program for Fiscal Year 2015 Hazardous Materials Emergency

Preparedness (HMEP) Grants at <http://www.phmsa.dot.gov/hazmat/grants>, the US DOT PHSMA Award to the Department and Grant Agreement No. HM-HMP-0515-15-01-00 in Attachment #1, and the federal regulations commonly applicable to PHMSA HMEP grants.

- iii. The Subrecipient shall be responsible to the Department for ensuring that all 15HMEP federal award funds provided to its subrecipient are used in accordance with applicable federal and state statutes and regulations, and the terms and conditions of the federal award set forth in Attachment #1 of this Agreement.

## 2. REIMBURSEMENT & BUDGET REQUIREMENTS

- a. Within the total Grant Agreement Amount, travel, sub-contracts, salaries, benefits, printing, equipment, and other goods and services or other budget categories will be reimbursed on an actual cost basis unless otherwise provided in this Agreement.
- b. The maximum amount of all reimbursement requests permitted to be submitted under this Agreement, including the final reimbursement request, is limited to and shall not exceed the total Grant Agreement Amount.
- c. If the Subrecipient chooses to include indirect costs within the Budget (Exhibit E), an indirect cost rate agreement negotiated between the federal cognizant agency for indirect costs and the Subrecipient establishing approved indirect cost rate(s) as described in 2 CFR 200.414 and Appendix VII to 2 CFR 200 must be submitted to the Department. However, under 2 CFR 200.414(f), if the Subrecipient has never received a negotiated indirect cost rate agreement establishing federally negotiated rate(s), the Subrecipient may negotiate a rate with the Department or charge a de minimis rate of 10% of modified total direct costs. The Subrecipient's actual indirect cost rate may vary from the approved rate, but must not exceed the indirect cost rate percentage identified in Exhibit E, Budget. If a Subrecipient chooses to charge the 10% de minimis rate, but did not charge indirect costs to previous subawards, a request for approval to charge indirect costs must be submitted to the Department Key Personnel for approval with an explanation for the change.
- d. For travel costs, Subrecipients shall comply with 2 CFR 200.474 and should consult their internal policies, state rates set pursuant to RCW 43.03.050 and RCW 43.03.060 as now existing or amended, and federal maximum rates set forth at <http://www.gsa.gov>, and follow the most restrictive. If travel costs exceed set state or federal limits, travel costs shall not be reimbursed without written approval by Department Key Personnel.
- e. Receipts and/or backup documentation for any approved items that are authorized under this Agreement must be maintained by the Subrecipient consistent with record retention requirements of this Agreement, and be made available upon request by the Department, and local, state, or federal auditors.
- f. The Subrecipient will submit reimbursement requests to the Department by submitting a properly completed State A-19 Invoice Form and Reimbursement Spreadsheet (in the format provided by the Department) detailing the expenditures for which reimbursement is sought. Reimbursement requests must be submitted to [Reimbursements@mil.wa.gov](mailto:Reimbursements@mil.wa.gov) no later than the due dates listed within the Milestone Timeline (Exhibit D), but not more frequently than monthly.  
  
Reimbursement request totals should be commensurate to the time spent processing by the Subrecipient and the Department. If the reimbursement request isn't substantial enough, the Subrecipient should request prior written approval from Department Key Personnel to waive the due date in the Milestone Timeline (Exhibit D) and instead submit those costs on the next scheduled reimbursement due date contained in the Milestone Timeline.
- g. Any request for extension of a due date in the Milestone Timeline (Exhibit D) will be treated as a request for Amendment of the Agreement and must be submitted to the Department's Key Personnel sufficiently in advance of the due date to provide adequate time for Department review and consideration, and can be granted or denied within the Department's sole discretion.

- h. All work under this Agreement must be completed on or before the Grant Agreement End Date, and the final reimbursement request must be submitted to the Department no later than October 31, 2016, unless otherwise authorized by written amendment of this Agreement and issued by the Department.
- i. No costs for purchases of equipment/supplies will be reimbursed until the related equipment/supplies have been paid for and received by the Subrecipient, its contractor, or any non-federal entity to which the Subrecipient makes a subaward, and is invoiced by the vendor.
- j. Failure to timely submit complete reports and reimbursement requests as required by this Agreement (including but not limited to those reports in the Milestone Timeline) will prohibit the Subrecipient from being reimbursed until such complete reports and reimbursement requests are submitted and the Department has had reasonable time to conduct its review.
- k. Final reimbursement requests will not be approved for payment until the Subrecipient is current with all reporting requirements contained in this Agreement.
- l. A written amendment will be required if the Subrecipient expects cumulative transfers between project budgets, as identified in the Budget (Exhibit E) and Statement of Work (Exhibit C), to exceed 10% of the Grant Agreement Amount. Any changes to project budgets other than in compliance with this paragraph will not be reimbursed.
- m. Subrecipients shall only use federal award funds under this Agreement to supplement existing funds, and will not use them to replace (supplant) non-federal funds that have been budgeted for the same purpose. The Subrecipient may be required to demonstrate and document that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

### 3. REPORTING REQUIREMENTS

- a. The Subrecipient shall submit with each reimbursement request a report indicating the status of their Approved Statement of Work for which reimbursement is sought in the format provided by the Department.
- b. The Subrecipient shall also comply with the Federal Funding Accountability and Transparency Act (FFATA) and related OMB Guidance consistent with Public Law 109-282 as amended by section 6202(a) of Public Law 110-252 (see 31 U.S.C. 6101 note) and complete and return to the Department the FFATA Form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>; which is incorporated by reference and made a part of this Agreement.
- c. The Subrecipient shall participate in the State's annual capabilities assessment for the State Preparedness Report.

### 4. PROCUREMENT, EQUIPMENT AND SUPPLY MANAGEMENT

- a. Subrecipients and any non-federal entity to which the Subrecipient makes a subaward shall comply with 2 CFR 200.318 – 200.326, to include but not limited to:
  - i. Upon successful completion of the terms of this Agreement, all equipment and supplies purchased through this Agreement will be owned by the Subrecipient, or a recognized non-federal entity to which the Subrecipient has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place.
  - ii. For all sole source contracts expected to exceed \$150,000, the Subrecipient must submit to the Department for pre-procurement review and approval the procurement documents, such as requests for proposals, invitations for bids and independent cost estimates. This requirement must be passed on to any non-federal entity to which the Subrecipient makes a subaward, at which point the Subrecipient will be responsible for reviewing and approving sole source justifications of any non-federal entity to which the Subrecipient makes a subaward.

- iii. All equipment, and supplies as applicable, purchased under this Agreement will be recorded and maintained in the Subrecipient's inventory system.
  - iv. Equipment records shall include: a description of the property; the manufacturer's serial number, model number, or other identification number; the source of the equipment, including the Federal Award Identification Number (FAIN); Catalogue of Federal Domestic Assistance (CFDA) number; who holds the title; the acquisition date; the cost of the equipment and the percentage of Federal participation in the cost; the location, use and condition of the equipment at the date the information was reported; and disposition data including the date of disposal and sale price of the property.
  - v. The Subrecipient shall take a physical inventory of the equipment and reconcile the results with the property records at least once every two years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by the Subrecipient to determine the cause of the difference. The Subrecipient shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
  - vi. The Subrecipient shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. The Subrecipient shall develop appropriate maintenance schedules and procedures to ensure the equipment and supplies are well maintained and kept in good operating condition.
  - vii. The Subrecipient must obtain and maintain all necessary certifications and licenses for the equipment.
  - viii. The Subrecipient shall develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage, or theft shall be investigated and a report generated and sent to the Department.
  - ix. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established and followed to ensure the highest possible return.
  - x. If, upon termination or at the Grant Agreement End Date, there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value which will not be needed for any other Federal award, or when original or replacement equipment is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, the Subrecipient must comply with following procedures:
    - a) The Subrecipient may retain the supplies for use on other non-Federal related activities or sell them, but must compensate the Federal sponsoring agency for its share.
    - b) The Subrecipient must dispose of equipment as follows:
      - i) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the Subrecipient with no further obligation to the awarding agency.
      - ii) Items of equipment with a current per-unit fair market value of more than \$5,000 may be retained or sold and the Subrecipient shall compensate the Federal-sponsoring agency for its share.
  - xi. Records for equipment shall be retained by the Subrecipient for a period of six years from the date of the disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six year period, the records shall be retained by the Subrecipient until all litigation, claims, or audit findings involving the records have been resolved.
- b. Unless expressly provided otherwise, all equipment must meet all mandatory regulatory and/or US DOT/PHMSA adopted standards to be eligible for purchase using Federal award funds.
  - c. Equipment purchased with US DOT/PHMSA federal award funds is to be marked with "Purchased with funds provided by the U.S. Department of Transportation" when practicable.

- d. Prior to procuring pharmaceuticals, Subrecipients must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Subrecipients are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for 15HMEP. The cost of disposal cannot be carried over to another US DOT/PHMSA grant or grant period.
- e. As a subrecipient of federal funds, the Subrecipient must pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which the Subrecipient makes a subaward of federal award funds under this Agreement.

## 5. SUBRECIPIENT MONITORING

- a. The Department will monitor the activities of the Subrecipient from award to closeout and to comply with post-closeout adjustment and continuing responsibilities required by 2 CFR 200.344. The goal of the Department's monitoring activities will be to ensure that subrecipients use the subaward for authorized purposes, in compliance with federal and state statutes and regulations and, and that subaward performance goals are achieved.
- b. To document compliance with 2 CFR Part 200 Subpart F requirements, the Subrecipient shall complete and return to the Department 2 CFR Part 200 Subpart F Audit Certification Form" located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms> with the signed Agreement and each fiscal year thereafter until the Agreement is closed, which is incorporated by reference and made a part of this Agreement.
- c. Monitoring activities may include, but are not limited to:
  - i. review of financial and performance reports;
  - ii. follow-up on the Subrecipient's deficiencies pertaining to the subaward detected through audits, on-site reviews, and other means;
  - iii. issuance of management decision for audit findings pertaining to the Subrecipient's subaward;
  - iv. monitoring and documenting the completion of Agreement deliverables;
  - v. documentation of phone calls, meetings, e-mails, and correspondence;
  - vi. review of reimbursement requests and supporting documentation to ensure allowability and consistency with Agreement Statement of Work, budget, and federal requirements;
  - vii. observation and documentation of Agreement-related activities, such as exercises, training, funded events, and equipment demonstrations;
  - viii. on-site visits to review equipment records and inventories, to verify source documentation for reimbursement requests and performance reports, and to verify completion of deliverables.
    - a) The Subrecipient is required to meet or exceed the monitoring activities, as outlined above and in 2 CFR Part 200, for any non-federal entity to which the Subrecipient makes a subaward as a pass-through entity under this Agreement.
    - b) Compliancy will be monitored throughout the performance period to assess risk. If the Subrecipient fails to comply with federal or state statutes or regulations, or the terms and conditions of this Agreement, the Department may impose any additional subaward conditions as described in 2 CFR 200.207. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, it may take one or more of the following actions:
      - i) Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient.
      - ii) Wholly or partially suspend or terminate the subaward to the Subrecipient.

such a proceeding be initiated by the federal awarding agency.

- iv) Withhold further federal awards for the project or program.
- v) Take any other remedies that may be legally available.

## 6. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

## ICLE III. ADDITIONAL SPECIAL CONDITIONS AND MODIFICATION TO GENERAL CONDITIONS:

Funds under this Agreement are provided by the U.S. Department of Transportation (USDOT), Pipeline and Hazardous Materials Safety Administration (PHMSA) solely for the purpose of supporting hazardous materials management preparedness, mitigation, response and recovery planning programs, training and exercises as provided by the USDOT/PHMSA **Hazardous Materials Emergency Preparedness (HMEP)** grant to the Department, which is incorporated herein as Attachment #1. The Subrecipient has received a subaward of such grant funds from the Department, and by its terms all requirements of that grant applicable to the Department are also applicable to the Subrecipient.

This Agreement is contingent upon the receipt of federal funds awarded for this purpose. The Subrecipient shall only use the funds to perform tasks as described in the Statement of Work and Budget, as approved by the Department.

The Subrecipient shall provide a match of 20% non-federal origin. Said match may be in the form of goods, services, and in-kind services.

## WASHINGTON STATE MILITARY DEPARTMENT GENERAL TERMS AND CONDITIONS

### A.1 DEFINITIONS

As used throughout this Grant Agreement, terms will have the same meaning as defined in 2 CFR 200 Subpart A (which is incorporated herein by reference), except as otherwise set forth below:

- b. **"Agreement"** means this Grant Agreement.
- c. **"Department"** means the Washington State Military Department, as a state agency, any division, section, office, unit or other entity of the Department, or any of the officers or other officials lawfully representing that Department. The Department is a recipient of a federal award directly from a federal awarding agency and is pass-through entity making a subaward to a subrecipient under this Agreement.
- d. **"Subrecipient"** when capitalized is primarily used throughout this Agreement in reference to the non-federal entity identified on the Face Sheet of this Agreement that has received a subaward from the Department. However, the definition of "subrecipient" is the same as in 2 CFR 200.93 for all other purposes.
- e. **"Monitoring Activities"** means all administrative, financial, or other review activities that are conducted to ensure compliance with all state and federal laws, rules, regulations, authorities and policies.
- f. **"Investment"** means the grant application submitted by the Subrecipient describing the project(s) for which federal funding is sought and provided under this Agreement. Such grant application is hereby incorporated into this Agreement by reference.

### A.2 SINGLE AUDIT ACT REQUIREMENTS (INCLUDING ALL AMENDMENTS)

Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. As defined in 2 CFR Part 200, the term "non-federal entity" means a State, local government, Indian tribe, institution of higher education, or non-profit organization that carries out a federal award as a recipient or subrecipient.

Subrecipients that are required to have an audit must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor's Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200 Subpart F.

The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-contractors also maintain auditable records. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its sub-contractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.

The Subrecipient must respond to Department requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The Department reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

Once the single audit has been completed and it includes any audit findings, the Subrecipient must send a full copy of the audit to the Department and its corrective action plan no later than 9 months after the end of the Subrecipient's fiscal year(s) to:

**Contracts Office  
Washington Military Department  
Finance Division, Building #1 TA-20  
Camp Murray, WA 98430-5032**

If the Subrecipient claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient must send a letter identifying this Grant Agreement and explaining the criteria for exemption no later than nine (9) months after the end of the Subrecipient's fiscal year(s) to the address listed above.

The Department retains the sole discretion to determine whether a valid claim for an exemption from the audit requirements of this provision has been established.

The Subrecipient shall include the above audit requirements in any subawards.

Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this Agreement. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, the Subrecipient's failure to comply with said audit requirements may result in one or more of the following actions in the Department's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; the suspension of federal awards until the audit is conducted and submitted; or termination of the federal award.

#### **A.3 ADVANCE PAYMENTS PROHIBITED**

The Department shall make no payments in advance or in anticipation of goods or services to be provided under this Agreement and the Subrecipient shall not invoice the Department in advance of delivery and invoicing of such goods or services, except as authorized under 2 CFR 200.305.

#### **A.4 AMENDMENTS AND MODIFICATIONS**

The Subrecipient or the Department may request, in writing, an amendment or modification of this Agreement. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the Department and the Subrecipient. No other understandings or agreements, written or oral, shall be binding on the parties.

#### **A.5 AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, 42 U.S.C. 12101 ET SEQ. AND ITS IMPLEMENTING REGULATIONS ALSO REFERRED TO AS THE "ADA" 28 CFR Part 35.**

The Subrecipient must 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 telecommunication.

#### **A.6 ASSURANCES**

The Department and Subrecipient agree that all activity pursuant to this Agreement will be conducted in accordance with all the applicable current federal, state and local laws, rules and regulations.

#### **A.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR INELIGIBILITY**

As federal funds are a basis for this Agreement, the Subrecipient certifies that the Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Grant Agreement by any federal department or agency.

The Subrecipient shall complete, sign, and return a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form located at <http://mil.wa.gov/emergency-management-division/grants/requiredgrantforms>. Any such form completed by the Subrecipient for this Agreement shall be incorporated into this Agreement by reference.

Further, the Subrecipient agrees to comply with all applicable federal regulations concerning the federal debarment and suspension system, including 2 CFR Part 180. The Subrecipient certifies that it will ensure that potential contractors or subrecipients or any of their principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in "covered transactions" by any federal department or agency. "Covered transactions" include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed \$25,000, and subawards to subrecipients for any

amount. With respect to covered transactions, the Subrecipient may comply with this provision by obtaining a certification statement from the potential contractor or subrecipient or by checking the System for Award Management (<http://www.sam.gov>) maintained by the federal government. The Subrecipient also agrees not to enter into any arrangements or contracts with any party on the Washington State Department of Labor and Industries' "Debarred Contractor List" (<http://www.lni.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/DebarredContractors/>). The Subrecipient also agrees not to enter into any agreements or contracts for the purchase of goods and services with any party on the Department of Enterprise Services' Debarred Vendor List (<http://www.des.wa.gov/services/ContractingPurchasing/Business/Pages/Vendor-Debarment.aspx>).

#### A.8 CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING

As required by 44 CFR Part 18, the Subrecipient hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of an 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; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, the Subrecipient will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

#### A.9 CONFLICT OF INTEREST

No officer or employee of the Department; no member, officer, or employee of the Subrecipient or its designees or agents; no member of the governing body of the jurisdiction in which the project is undertaken or located; and no other official of the Subrecipient who exercises any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this Agreement.

The Subrecipient shall incorporate, or cause to incorporate, in all such contracts or subawards, a provision prohibiting such interest pursuant to this provision.

#### A.10 COMPLIANCE WITH APPLICABLE STATUTES, RULES AND DEPARTMENT POLICIES

The Subrecipient and all its contractors and subrecipients shall comply with, and the Department is not responsible for determining compliance with, any and all applicable federal, state, and local laws, regulations, executive orders, OMB Circulars, and/or policies. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Service (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Persons (RCW 70.92), and safety and health regulations.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by the Subrecipient, its contractors or subrecipients, the Department may rescind, cancel, or terminate the Agreement in whole or in part in its sole discretion.

The Subrecipient is responsible for all costs or liability arising from its failure, and that of its contractors and subrecipients, to comply with applicable laws, regulations, executive orders, OMB Circulars, or policies.

#### A.11 CONTRACTING & PROCUREMENT

a. The Subrecipient shall use a competitive procurement process in the procurement and award of any contracts with contractors or sub-contractors that are entered into under the original contract award. The procurement process followed shall be in accordance with 2CFR Part 200.318 General procurement standards through 200.326 Contract Provisions.

As required by Appendix II to 2 CFR Part 200, all contracts entered into by the Subrecipient under this Agreement must include the following provisions, as applicable:

1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

2) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working

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

6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

10) Procurement of recovered materials -- As required by 2 CFR 200.322, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Notice of Federal awarding agency requirements and regulations pertaining to reporting.

Federal awarding agency requirements and regulations pertaining to copyrights and rights in data.

Access by the Department, the Subrecipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for six years after the Subrecipient has made final payments and all other pending matters are closed.

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

b. The Department reserves the right to review the Subrecipient procurement plans and documents, and require the Subrecipient to make changes to bring its plans and documents into compliance with the requirements of 2 CFR Part 200.318 through 200.326/. The Subrecipient must ensure that its procurement process requires contractors and subcontractors to provide adequate documentation with sufficient detail to support the costs of the project and to allow both the Subrecipient and Department to make a determination on eligibility of project costs.

c. All sub-contracting agreements entered into pursuant to this Agreement shall incorporate this Agreement by reference.

#### A.12 DISCLOSURE

The use or disclosure by any party of any information concerning the Department for any purpose not directly connected with the administration of the Department's or the Subrecipient's responsibilities with respect to services provided under this Agreement is prohibited except by prior written consent of the Department or as required to comply with the state Public Records Act, other law or court order.

#### A.13 DISPUTES

Except as otherwise provided in this Agreement, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. A request for a dispute resolution board shall be in writing, state the disputed issues, state the relative positions of the parties, and be sent to all parties. The panel shall consist of a representative appointed by the Department, a representative appointed by the Contractor and a third party mutually agreed upon by both parties. The panel shall, by majority vote, resolve the dispute. Each party shall bear the cost for its panel member and its attorney fees and costs, and share equally the cost of the third panel member.

#### A.14 LEGAL RELATIONS

It is understood and agreed that this Agreement is solely for the benefit of the parties to the Agreement and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.

To the extent allowed by law, the Subrecipient, its successors or assigns, will protect, save and hold harmless the Department, the State of Washington, and the United States Government and their authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the Subrecipient, its sub-contractors, subrecipients, assigns, agents, contractors, consultants, licensees, invitees, employees or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement.

To the extent allowed by law, the Subrecipient further agrees to defend the Department and the State of Washington and their authorized agents and employees in any litigation; including payment of any costs or attorneys' fees for any claims or action commenced thereon arising out of or in connection with acts or activities authorized by this Agreement.

This obligation shall not include such claims, costs, damages or expenses which may be caused by the sole negligence of the Department; provided, that if the claims or damages are caused by or result from the concurrent negligence of (1) the Department, and (2) the Subrecipient, its agents or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Subrecipient, or Subrecipient's agents or employees.

Insofar as the funding source, the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), is an agency of the Federal government, the following shall apply:

44 CFR 206.9 Non-liability. The Federal government shall not be liable for any claim based upon the exercise or performance of, or the failure to exercise or perform a discretionary function or duty on the part of a federal agency or an employee of the federal government in carrying out the provisions of the Stafford Act.

A.15 LIMITATION OF AUTHORITY – AUTHORIZED SIGNATURE

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement. Only the Department's Authorized Signature representative and the Authorized Signature representative of the Subrecipient or Alternate for the Subrecipient, formally designated in writing, shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement. Any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made in writing and signed by both parties Authorized Signature representatives. Further, only the Authorized Signature representative or Alternate for the Subrecipient shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to Statement of Work, and other requests, certifications and documents authorized by or required under this Agreement.

A.16 LOSS OR REDUCTION OF FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion or end date, the Department may unilaterally reduce the scope of work and budget or unilaterally terminate all or part of the Agreement as a "Termination for Cause" without providing the Subrecipient an opportunity to cure. Alternatively, the parties may renegotiate the terms of this Agreement under "Amendments and Modifications" to comply with new funding limitations and conditions, although the Department has no obligation to do so.

A.17 NONASSIGNABILITY

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Subrecipient.

A.18 NONDISCRIMINATION

The Subrecipient shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental, or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement.

A.19 NOTICES

The Subrecipient shall comply with all public notices or notices to individuals required by applicable local, state and federal laws and regulations, and shall maintain a record of this compliance.

A.20 OCCUPATIONAL SAFETY/HEALTH ACT and WASHINGTON INDUSTRIAL SAFETY/ HEALTH ACT (OSHA/WISHA)

The Subrecipient represents and warrants that its work place does now or will meet all applicable federal and state safety and health regulations that are in effect during the Subrecipient's performance under this Agreement. To the extent allowed by law, the Subrecipient further agrees to indemnify and hold harmless the Department and its employees and agents from all liability, damages and costs of any nature, including but not limited to, costs of suits and attorneys' fees assessed against the Department, as a result of the failure of the Subrecipient to so comply.

A.21 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

The Department makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this subaward of funds does not and will not acquire any ownership interest or title to such property of the Subrecipient. The Subrecipient shall assume all liabilities and responsibilities arising from the ownership and operation of the project and agrees to indemnify and hold the Department, the state of Washington and the United States government harmless from any and all causes of action arising from the ownership and operation of the project.

A.22 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

#### A.23 PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

The assistance provided under this Agreement shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance or any other approval or concurrence under this Agreement; provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

#### A.24 PUBLICITY

The Subrecipient agrees to submit to the Department prior to issuance all advertising and publicity matters relating to this Agreement wherein the Department's name is mentioned or language used from which the connection of the Department's name may, in the Department's judgment, be inferred or implied. The Subrecipient agrees not to publish or use such advertising and publicity matters without the prior written consent of the Department. The Subrecipient may copyright original work it develops in the course of or under this Agreement; however, pursuant to 2 CFR Part 200.315, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the work for government purposes.

Publication resulting from work performed under this Agreement shall include an acknowledgement of FEMA's financial support, by CFDA number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA's views.

#### A.25 RECAPTURE PROVISION

In the event the Subrecipient fails to expend funds under this Agreement in accordance with applicable federal, state, and local laws, regulations and/or the provisions of the Agreement, the Department reserves the right to recapture funds in an amount equivalent to the extent of noncompliance. Such right of recapture shall exist for the life of the project following Agreement termination. Repayment by the Subrecipient of funds under this recapture provision shall occur within 30 days of demand.

In the event the Department is required to institute legal proceedings to enforce the recapture provision, the Department shall be entitled to its costs and expenses thereof, including attorney fees from the Subrecipient.

#### A.26 RECORDS

- a. The Subrecipient agrees to maintain all books, records, documents, receipts, invoices, and all other electronic or written records necessary to sufficiently and properly reflect the Subrecipient's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this Agreement (the "records").
- b. The Subrecipient's records related to this Agreement and the projects funded may be inspected and audited by the Department or its designee, by the Office of the State Auditor, DHS, FEMA or their designees, by the Comptroller General of the United States or its designees, or by other state or federal officials authorized by law, for the purposes of determining compliance by the Subrecipient with the terms of this Agreement and to determine the appropriate level of funding to be paid under the Agreement.
- c. The records shall be made available by the Subrecipient for such inspection and audit, together with suitable space for such purpose, at any and all times during the Subrecipient's normal working day.
- d. The Subrecipient shall retain and allow access to all records related to this Agreement and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this Agreement. Despite the minimum federal retention requirement of three (3) years, the more stringent State requirement of six (6) years must be followed.

#### A.27 RESPONSIBILITY FOR PROJECT/STATEMENT OF WORK/WORK PLAN

While the Department undertakes to assist the Subrecipient with the project/statement of work/work plan (project) by providing Federal award funds pursuant to this Agreement, the project itself remains the sole responsibility of the Subrecipient. The Department undertakes no responsibility to the Subrecipient, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the design, development, construction, implementation, operation and maintenance of the project, as these phrases are applicable to this project, is solely that of the Subrecipient, as is responsibility for any claim or suit of any nature by any third party related in any way to the project.

Prior to the start of any construction activity, the Subrecipient shall ensure that all applicable Federal, State, and local permits and clearances are obtained, including but not limited to FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws, regulations and executive orders.

The Subrecipient shall defend, at its own cost, any and all claims or suits at law or in equity, which may be brought against the Subrecipient in connection with the project. The Subrecipient shall not look to the Department, or to any state or federal agency, or to any of their employees or agents, for any performance, assistance, or any payment or indemnity, including but not limited to cost of defense and/or attorneys' fees, in connection with any claim or lawsuit brought by any third party related to any design, development, construction, implementation, operation and/or maintenance of a project.

#### A.28 SEVERABILITY

If any court of rightful jurisdiction holds any provision or condition under this Agreement or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the Agreement, which can be given effect without the invalid provision. To this end, the terms and conditions of this Agreement are declared severable.

#### A.29 SUBRECIPIENT NOT EMPLOYEE

The parties intend that an independent contractor relationship will be created by this Agreement. The Subrecipient, and/or employees or agents performing under this Agreement are not employees or agents of the Department in any manner whatsoever. The Subrecipient will not be presented as, nor claim to be, an officer or employee of the Department by reason of this Agreement, nor will the Subrecipient make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Department or of the State of Washington by reason of this Agreement, including, but not limited to, Workmen's Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

It is understood that if the Subrecipient is another state department, state agency, state university, state college, state community college, state board, or state commission, that the officers and employees are employed by the state of Washington in their own right and not by reason of this Agreement.

#### A.30 TAXES, FEES, AND LICENSES

Unless otherwise provided in this Agreement, the Subrecipient shall be responsible for, pay and maintain in current status all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for the Subrecipient or its staff required by statute or regulation that are applicable to Agreement performance.

#### A.31 TERMINATION FOR CONVENIENCE

Notwithstanding any provisions of this Agreement, the Subrecipient may terminate this Agreement by providing written notice of such termination to the Department's Key Personnel identified in the Agreement, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this Agreement, the Department, in its sole discretion and in the best interests of the State of Washington, may terminate this Agreement in whole or in part by providing ten (10) calendar days written notice, beginning on the second day after mailing to the Subrecipient. Upon notice of termination for convenience, the Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### A.32 TERMINATION OR SUSPENSION FOR CAUSE

In the event the Department, in its sole discretion, determines the Subrecipient has failed to fulfill in a timely and proper manner its obligations under this Agreement, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that render the

Subrecipient unable to perform any aspect of the Agreement, or has violated any of the covenants, agreements or stipulations of this Agreement, the Department has the right to immediately suspend or terminate this Agreement in whole or in part.

The Department may notify the Subrecipient in writing of the need to take corrective action and provide a period of time in which to cure. The Department is not required to allow the Subrecipient an opportunity to cure if it is not feasible as determined solely within the Department's discretion. Any time allowed for cure shall not diminish or eliminate the Subrecipient liability for damages or otherwise affect any other remedies available to the Department. If the Department allows the Subrecipient an opportunity to cure, the Department shall notify the Subrecipient in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the Department, or if such corrective action is deemed by the Department to be insufficient, the Agreement may be terminated in whole or in part.

The Department reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Subrecipient from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by the Subrecipient, if allowed, or pending a decision by the Department to terminate the Agreement in whole or in part. In the event of termination, the Subrecipient shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original Agreement and the replacement or cover Agreement and all administrative costs directly related to the replacement Agreement, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the Department provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that the Subrecipient: (1) was not in default or material breach, or (2) failure to perform was outside of the Subrecipient's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience".

#### A.33 TERMINATION PROCEDURES

In addition to the procedures set forth below, if the Department terminates this Agreement, the Subrecipient shall follow any procedures specified in the termination notice. Upon termination of this Agreement and in addition to any other rights provided in this Agreement, the Department may require the Subrecipient to deliver to the Department any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

If the termination is for convenience, the Department shall pay to the Subrecipient as an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the Department prior to the effective date of Grant Agreement termination, the amount agreed upon by the Subrecipient and the Department for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the Department, (iii) other work, services and/or equipment or supplies which are accepted by the Department, and (iv) the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause of this Agreement. If the termination is for cause, the Department shall determine the extent of the liability of the Department. The Department shall have no other obligation to the Subrecipient for termination. The Department may withhold from any amounts due the Subrecipient such sum as the Department determines to be necessary to protect the Department against potential loss or liability. The rights and remedies of the Department provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the Department in writing, the Subrecipient shall:

- a. Stop work under the Agreement on the date, and to the extent specified, in the notice;
- b. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this Agreement except as may be necessary for completion of such portion of the work under the Agreement as is not terminated;

- c. Assign to the Department, in the manner, at the times, and to the extent directed by the Department, all of the rights, title, and interest of the Subrecipient under the orders and sub-contracts so terminated, in which case the Department has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and contracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and contracts, with the approval or ratification of the Department to the extent the Department may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department any property which, if the Agreement had been completed, would have been required to be furnished to the Department;
- f. Complete performance of such part of the work as shall not have been terminated by the Department in compliance with all contractual requirements; and
- g. Take such action as may be necessary, or as the Department may require, for the protection and preservation of the property related to this Agreement which is in the possession of the Subrecipient and in which the Department has or may acquire an interest.

A.34 UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)

The Subrecipient is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this Agreement. The Subrecipient may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in WAC 326-30-041.

A.35 WAIVERS

No conditions or provisions of this Agreement can be waived unless approved in advance by the Department in writing. The Department's failure to insist upon strict performance of any provision of the Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any right under this Agreement.

A.36 VENUE

This Agreement shall be construed and enforced in accordance with, and the validity and performance shall be governed by, the laws of the state of Washington. Venue of any suit between the parties arising out of this Agreement shall be the Superior Court of Thurston County, Washington. The Subrecipient, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

**STATEMENT OF WORK**

**US Department of Transportation, Pipeline & Hazardous Materials Safety Administration  
FFY15 Hazardous Materials Emergency Preparedness Grant**

The most recent major hazardous incident to have occurred in Island County was the May 2012 Deep Sea Fire and Fuel Spill. While the County successfully responded along with State and Federal agencies, it became apparent that a more complete and comprehensive plan needs to be in place, and once completed, additional personnel need training on how to implement the plan. Island County's geography makes it very challenging when responding to hazardous materials spills as it is long and narrow with the population divided between Whidbey and Camano Islands. Logistically, support from regional partners can be difficult as access to the islands is served through the Deception Pass Bridge, The Camano Gateway Bridge, and the Washington State Ferries. Its major city/towns include Oak Harbor, Coupeville, and Langley. Therefore, Island County feels it is necessary to enhance its capabilities with respect to responding to hazardous material incidents by updating plans and processes needed to protect the County and the environment.

Whidbey and Camano Islands are situated in the midst of the Puget Sound region in proximity to the shipping lanes and local refineries. Hazardous materials transportation is an everyday occurrence. The County presently has very few resources. As indicated, it is attempting to be very proactive in making the community more resilient and better prepared to manage incidents independently. This grant will provide the funds for the County to hire a contractor to develop its Hazardous Materials Plan, which will also include a capabilities assessment to assist the County in enhancing response activities to determine what exactly is needed.

The County is in the process of enhancing its emergency management program and gaining the training necessary for agency members to become more proficient in response activities. This grant will assist in taking the next step needed to move forward in this process by helping to determine the type of hazardous materials it may be subjected to, as well as review and development of the protocols necessary to respond to any such incident. This will also assist in determining the type of training necessary to make the County more resilient.

<b>TASK/ACTIVITY #1</b>	Hire a Consultant
<b>WHO</b>	Deputy Director Island County DEM, Island County LEPC, Island County Public Works, Response Partners
<b>WHAT</b>	Island County has utilized different consultants over the course of the last several years. Most recently, we have utilized Beverly O'Dea of Bridgeview Consulting, LLC, in completion of various emergency management functions. While this will be an open and competitive solicitation process, it is our intent to utilize a consultant who has the qualifications to complete such a plan within the scope and timeline established, as well as someone who has the subject matter expertise to fulfill the functions of the contract in a manner to best support the County.
<b>WHY</b>	The County is currently attempting to establish a Professional Service Agreement with a single consultant who will provide various emergency management services for the County based on assigned tasks, as the County is attempting to greatly enhance its emergency management program as a whole, but the department currently has only the Deputy Director as staff. Utilizing a consultant to complete various functions such as this hazardous materials response plan will allow the County to continue to advance its resiliency to disasters, including hazmat incidents, while still working with its limited staff.
<b>WHERE</b>	Island County DEM
<b>WHEN</b>	Upon notification of Grant award
<b>HOW MANY</b>	5-7
<b>HOW MUCH</b>	\$250

<b>TASK/ACTIVITY #2</b>	Conduct a flow analysis of hazardous materials transported through the County
<b>WHO</b>	Deputy Director Island County DEM, Island County LEPC, Consultant (as defined in Task/Activity #1), Island County Public Works Director, Local Industry, Response Partners, Surveyors, and Transportation Infrastructure Managers.
<b>WHAT</b>	Conduct a Hazardous Commodity Flow Analysis for materials in and around Island County. Identify commodities transported, containers, and routes through Island County via roads and waterways. Assess potential impact of hazardous commodity releases along studied routes.
<b>WHY</b>	Analyze hazardous materials transportation flow to gain a clearer picture of the potential threat posed by chemical transportation and guidance that will aid in planning, preparedness, and response efforts.
<b>WHERE</b>	Various locations throughout the County.
<b>WHEN</b>	Initial Phase of planning project--May 2016 to November 2016
<b>HOW MANY</b>	15-20
<b>HOW MUCH</b>	\$1,500

<b>TASK/ACTIVITY #3</b>	Capabilities assessment
<b>WHO</b>	Deputy Director Island County DEM, Island County Public Works and Consultant (as defined in Task/Activity #1)
<b>WHAT</b>	Identify available resources to include equipment, communication, command and control, and training of Emergency Response Agencies, LEPC, Local Industry, and Transportation Infrastructure. Also, assess mutual aid agreements and available state resources and response capabilities.
<b>12/</b>	Assess local response capabilities to hazardous materials spills.
<b>WHERE</b>	Island County, City of Oak Harbor, Town of Coupeville, City of Langley, South Whidbey Fire/EMS, Central Whidbey Fire & Rescue, North Whidbey Fire & Rescue, Camino Island Fire & Rescue
<b>WHEN</b>	November 2016 to March 2017
<b>HOW MANY</b>	20-25
<b>HOW MUCH</b>	\$1,500

<b>DEFINE TASK/ACTIVITY #4</b>	Update the Island County Hazardous Materials Response Plan in conjunction with Federal, State, and other agency requirements to meet EPRCA requirements.
<b>WHO</b>	Island County DEM Deputy Director, Island County Public Works Director, LEPC members, and Consultant (as defined in Task/Activity #1)
<b>WHAT</b>	Comprehensive and Coordinated update of the Hazardous Materials Response Plan.
<b>WHY</b>	Island County's Hazardous Materials Response Plan was last updated in 2009 and is in need of a comprehensive update. Annual reporting of hazardous materials in and around the County needs to be considered in greater detail. In the 5 years since the last plan was completed, reporting of additional hazmat sites has not been included, nor has the County completed a risk or vulnerability assessment to determine its level of threat to hazardous material incidents. As an island community, the potential for a hazmat incident which could impact the environment and coastal range is of great concern. Articulating the responsibilities associated with response, and testing those capabilities and responsibilities is of great importance in continuing to protect the people, property, environment and economy of the County and its residents.
<b>WHERE</b>	Island County
<b>WHEN</b>	March 2017 to July 2017
<b>HOW MANY</b>	15-20
<b>HOW MUCH</b>	\$7,000

<b>DEFINE TASK/ACTIVITY #5</b>	Validate plan through Workshop
<b>WHO</b>	All planning and response partners
<b>WHAT</b>	Conduct a Workshop with all response agencies, local, and regional partners to validate the plan.
<b>WHY</b>	Testing and Validation of the Hazardous Materials Response Plan.
<b>WHERE</b>	Island County DEM
<b>WHEN</b>	August 2017
<b>HOW MANY</b>	30 plus
<b>HOW MUCH</b>	\$500

**Grant Performance Period September 30, 2015, through September 30, 2017**

**MATCH COMPUTATION:**

Applicants must be able to demonstrate their contribution of a 20 percent in-kind or cash contribution match based on total project cost.

**TIMELINE**

**US Department of Transportation, Pipeline & Hazardous Materials Safety Administration  
FFY15 Hazardous Materials Emergency Preparedness Grant**

DATE	TASK
September 30, 2015	Start of Grant performance period
May 1, 2016	Hire consultant and begin flow analysis
July 15, 2016	Submit Reimbursement Request
November 2016	Begin capabilities assessment
January 2017	Begin comprehensive update of the IC Hazardous Materials Response Plan
January 15, 2017	Submit Reimbursement Request
March-July 2017	Develop a training schedule for those responders and volunteers who will assist in implementing the plan for the county
July 15, 2017	Submit Reimbursement Request
August 2017	Conduct Table-top exercise with all involved entities
September 30, 2017	End of Grant performance period
October 31, 2017	Submit <b>Final</b> Report and <b>Final</b> Reimbursement Request.

**BUDGET**  
**HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT**  
**(Federal Fiscal Year 2015-2017)**

<b>ITEM DESCRIPTION</b>	<b>MATCH (20% Minimum)</b>	<b>FEDERAL (80% Maximum)</b>	<b>TOTAL COST</b>
Salary/Benefits	\$2,000	\$0	\$2,000
Consultants/Contractors	\$0	\$8,000	\$8,000
Goods and Services	\$300	\$0	\$300
Travel/Per Diem	\$450	\$0	\$450
Equipment	\$0	\$0	\$0
Indirect (rate %)	\$0	\$0	\$0
<b>TOTAL PROJECT COST</b>	<b>\$2,750</b>	<b>\$8,000</b>	<b>\$10,750</b>

- Cumulative changes to budget categories in excess of 10% of the grant agreement will not be reimbursed without prior written authorization from the Department.



U.S Department of Transportation

**Pipeline and Hazardous Materials Safety  
Administration**
**Grant Agreement**

1. RECIPIENT NAME AND ADDRESS Washington Military Department, Emergency Management Division 20 AVIATION DRIVE TACOMA, WA 98430-0001		2. AGREEMENT NUMBER: HM-HMP-0515-15-01-00		3. AMENDMENT NO. 0																	
1A. IRS/VENDOR NO. 916001095		4. PROJECT PERFORMANCE PERIOD: FROM 09/30/2015 TO 09/30/2016																			
1B. DUNS NO. 808883383		5. FEDERAL FUNDING PERIOD: FROM 09/30/2015 TO 09/30/2016																			
7. CFDA#: 20.703		6. ACTION New																			
8. PROJECT TITLE Washington Military Department, Emergency Management Division, HMEP Program		<table border="1"> <thead> <tr> <th>TITLE</th> <th>FEDERAL</th> <th>NON-FEDERAL</th> <th>TOTAL</th> </tr> </thead> <tbody> <tr> <td>9. PREVIOUS AGREEMENTS</td> <td>0.00</td> <td>0.00</td> <td>0.00</td> </tr> <tr> <td>10. THIS AGREEMENT</td> <td>322,079.00</td> <td>100,679.00</td> <td>422,758.00</td> </tr> <tr> <td>11. TOTAL AGREEMENT</td> <td>322,079.00</td> <td>100,679.00</td> <td>422,758.00</td> </tr> </tbody> </table>				TITLE	FEDERAL	NON-FEDERAL	TOTAL	9. PREVIOUS AGREEMENTS	0.00	0.00	0.00	10. THIS AGREEMENT	322,079.00	100,679.00	422,758.00	11. TOTAL AGREEMENT	322,079.00	100,679.00	422,758.00
TITLE	FEDERAL	NON-FEDERAL	TOTAL																		
9. PREVIOUS AGREEMENTS	0.00	0.00	0.00																		
10. THIS AGREEMENT	322,079.00	100,679.00	422,758.00																		
11. TOTAL AGREEMENT	322,079.00	100,679.00	422,758.00																		
12. INCORPORATED ATTACHMENTS THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS, INCORPORATED HEREIN AND MADE A PART HEREOF:																					
13. STATUTORY AUTHORITY FOR GRANT/ COOPERATIVE AGREEMENT Federal Hazardous Materials Transportation Law , 49 U.S.C. 5101 et seq																					
14. REMARKS Training Federal Allocation = 242,234 Planning Federal Allocation = 79,845																					
<b>GRANTEE ACCEPTANCE</b>			<b>AGENCY APPROVAL</b>																		
15. NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Ms. Lorri Gifford			17. NAME AND TITLE OF AUTHORIZED PHMSA OFFICIAL Mr. Magdy El-Sibaie PHMSA Associate Administrator																		
16. SIGNATURE OF AUTHORIZED GRANTEE OFFICIAL Electronically Signed		16A. DATE 09/25/2015	18. SIGNATURE OF AUTHORIZED PHMSA OFFICIAL Electronically Signed		18A. DATE 09/28/2015																
<b>AGENCY USE ONLY</b>																					
19. OBJECT CLASS CODE: 41000			20. ORGANIZATION CODE: 50D0308EP0																		
21. ACCOUNTING CLASSIFICATION CODES																					
DOCUMENT NUMBER HM-HMP-0515-15-01-00	FUND 5282XXXDA0	BY 2015	BPAC EPGRT01020	AMOUNT 322,079.00																	



U.S. Department of Transportation  
1200 New Jersey Ave, S.E  
Washington, D.C.  
20590.

**Pipeline and Hazardous Material  
Safety Administration**

March 14, 2016

Mr. Robert Ezelle  
State of Washington  
Military Department Emergency Management Division  
TA-20 Building 20  
Camp Murray, WA 98430-5122

**Subject:** Formal Response to the State of Washington Military Department Emergency Management Division request for an Extension of Grant HM-HMP-0515-15-01-00

This letter is to provide the State of Washington Military Department Emergency Management Division with a formal response to your request for an extension of grant HM-HMP-0515-15-01-00, with the current end date of September 30, 2016. The requested new closing date of September 30, 2017 has been granted. An updated Notice of Grant Award will be issued through GrantSolutions to reflect the new performance period. While each grantee has 90 days to submit their final report from the new closing date, it is strongly encouraged to submit the final report as soon as possible.

Thank you for your interest and active participation in PHMSA's Hazmat Grants Program.

Dr. Magdy El-Sibaie  
Associate Administrator for Hazardous Materials Safety  
U.S. Department of Transportation  
Pipeline & Hazardous Materials Safety Administration  
1200 New Jersey Ave., S.E.  
Washington, DC 20590  
[HMEP.Grants@dot.gov](mailto:HMEP.Grants@dot.gov)  
202-366-1109

## AWARD ATTACHMENTS

Washington Military Department, Emergency

HM-HMP-0515-15-01-00

### Management Division

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1. Washington Budget Worksheet
2. 2015 HMEP Grants Terms and Conditions
3. 2015 HMEP Grants Expenditures Guide
4. HMEP Grants Best Practices Guide

**BUDGET INFORMATION - Non-Construction Programs**

SECTION A - BUDGET SUMMARY						
Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Planning Grant	20.703	\$		\$ 79,845.00	\$40,120.00	\$ 119,965.00
2. Training Grant	20.703			\$242,234.00	\$60,559.00	\$302,793.00
3.						
4.						
5. Totals		\$		\$322,079.00	\$100,679.00	\$422,758.00

SECTION B - BUDGET CATEGORIES					
6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) Planning Grant	(2) Training Grant	(3)	(4)	
a. Personnel	\$ 3,600.00				\$ 3,600.00
b. Fringe Benefits	\$1,200.00				\$1,200.00
c. Travel	\$5,280.00				\$5,280.00
d. Equipment					
e. Supplies	\$3,200.00				\$3,200.00
f. Contractual	\$64,900.00	\$242,234.00			\$307,134.00
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	\$78,180.00	\$242,234.00			\$320,414.00
j. Indirect Charges	\$1,665.00				\$1,665.00
k. TOTALS (sum of 6i and 6j)	\$79,845.00	\$242,234.00			\$322,079.00
7. Program Income	\$			\$	

Previous Edition Usable

**Attachment 1**  
Prescribed by OMB Circular A-102

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8 Planning Grant		\$3,720.00	\$36,400.00	\$40,120.00	
9. Training Grant			\$60,559.00	\$60,559.00	
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$ 3,720.00	\$ 96,959.00	\$ 100,679.00	
SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal			\$	\$	
14. Non-Federal					
15. TOTAL (sum of lines 13 and 14)		\$		\$	\$
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16. Planning Grant	\$125,000.00	\$ 125,000.00	\$125,000.00	\$ 125,000.00	
17. Training Grant	\$330,000.00	\$330,000.00	\$330,000.00	\$330,000.00	
18.					
19.					
20. TOTAL (sum of lines 16-19)	\$ 455,000.00	\$ 455,000.00	\$455,000.00	\$455,000.00	
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:		22. Indirect Charges:			
23. Remarks:					

## PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION

*Hazardous Materials Emergency Preparedness Grant Program Catalog of Federal**Domestic Assistance Program No. 20.703*

## TERMS AND CONDITIONS FISCAL YEAR 2015

## General Terms and Conditions of Award

This award by the U.S. Department of Transportation (DOT) Pipeline and Hazardous Materials Safety Administration (PHMSA) is made pursuant to Funding Opportunity Title: "2015 PHMSA HMEP GRANT" Funding Opportunity Number HM-HMP-15-002 and HM-HMP-15-003.

## 1. Effect of Award

The Recipient, which is the organization named in block 1 of the Notice of Grant Award (NGA), is legally responsible for, and accountable to PHMSA for the funds provided. By acceptance of this award, which is accomplished by the electronic signature of the authorized Recipient official shown in blocks 15 and 16 of the NGA, the Recipient agrees to comply with the terms and conditions detailed or referenced below.

The award may only be modified with the approval of the PHMSA Agreement Officer, or any PHMSA staff upon whom the authority is delegated to. See Section 23 for information on the process for requesting prior approval for amendments or modifications to the grant award.

If the Recipient materially fails to comply with the terms and conditions of this award, whether stated in full text herein or incorporated by reference, the Agreement Officer or designated representative may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances as provided in 2 CFR part 200.

## 2. Award information

The total amount of funding is shown in block 11 of the NGA. The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by this award.

## 3. Incorporation of approved application by reference

The Recipient's application, including the narrative and budget as approved by PHMSA prior to award, is incorporated by reference in this award. Changes to the approved application are governed by 2 CFR § 200.308 and any applicable requirements outlined in this document of terms and conditions, as well as any special terms and conditions in the remarks box of grant award. See Section 23 of this document for more information on the types of actions that require prior approval, and how requests should be submitted.

#### 4. Governing statutes and regulations

The administration of this award by PHMSA and the Recipient will be based on the following Federal statutory and regulatory requirements:

- The authorizing language of 49 U.S.C. 5116 et seq.
- The regulations outlined at 49 CFR Part 110.
- 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Any other applicable Federal statutes and regulations, including, but not limited to the following:
  - The Recipient must comply with 49 CFR part 20, "New Restrictions on Lobbying." 49 CFR part 20 is incorporated by reference in this award. 49 CFR part 20 is available at [www.gpoaccess.gov/ecfr/](http://www.gpoaccess.gov/ecfr/) by clicking on Title 49 CFR part 20.
  - The Recipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.
  - The Recipient must comply with 49 CFR part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964." 49 CFR part 21 is incorporated by reference into this award. 49 CFR part 21 is available at: [www.gpoaccess.gov/ecfr/](http://www.gpoaccess.gov/ecfr/) by clicking on Title 49 CFR part 21.
  - The Recipient must comply with 49 CFR part 32, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)," which implements the requirements of Public Law 100-690, Title Subtitle D, "Drug-Free Workplace Act of 1988." 49 CFR part 32 is incorporated by reference in this award. 49 CFR part 32 is available at: [www.gpoaccess.gov/ecfr/](http://www.gpoaccess.gov/ecfr/) by clicking on Title 49 CFR part 32.
- No term or condition of this award is intended to require the Recipient to violate any applicable State, Territorial or Tribal law.

- The Recipient must immediately notify PHMSA of any change in local law, conditions, or any other event, including any litigation challenging the validity of, or seeking interpretation of, any Federal law or regulation applicable to the Federal hazmat program, which may significantly affect the Recipient's ability to perform the program in accordance with the terms of this award. The Recipient must also immediately notify PHMSA staff of any decision pertaining to the Recipient's conduct of litigation that may affect DOT interests.

#### 5. Order of precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

- The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this award.
- Any special terms and conditions of this award contained in Box 14 Remarks.
- General terms and conditions of this award.

#### 6. General PHMSA responsibilities

##### Authorizing Official Agreement Officer (AO)

The AO is the individual who signed this award on behalf of PHMSA (NGA block 17) and is the PHMSA official with authority to obligate the Government to the expenditure of Federal funds under this award. The AO is:

Dr. Magdy EI-Sibaie  
Associate Administrator for Hazardous Materials Safety  
U.S. Department of Transportation Pipeline and Hazardous Materials Safety Administration  
1200 New Jersey Avenue, SE, E21-316 Washington, D.C. 20590-0001  
Telephone: (202) 366-0656  
Fax: (202) 366-3753  
E-mail: [magdy.el-sibaie@dot.gov](mailto:magdy.el-sibaie@dot.gov)

##### Point of Contact (POC) for inquiries

HMEP Grants Program:  
[HMEP.Grants@dot.gov](mailto:HMEP.Grants@dot.gov)  
(202) 366-1109

#### 7. General recipient responsibilities

In accepting a PHMSA financial assistance award, the recipient assumes legal, financial, administrative,

and programmatic responsibility for administering the award in accordance with the laws, rules, and regulations governing grants and cooperative agreements, these general terms and conditions, and any special conditions included in this award.

The Recipient is responsible for monitoring grant, subaward, and contractual activities under this award to ensure compliance with Federal requirements and that performance objectives are being achieved.

The Recipient is required to advise subrecipients of requirements imposed on them by Federal laws, regulations, and the terms and conditions of this award. These include grant administrative requirements, audit requirements under 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Failure to comply with these requirements may result in suspension or termination of the award and PHMSA recovery of funds.

#### 8. Recipient Project Director

The Recipient's Project Director (PD) is the individual designated by the recipient who is responsible for the technical direction of the project. The PD is considered a key person under this award and, pursuant to 2 CFR § 200.308(c), cannot be replaced or disengaged from the project for more than three months, without prior approval by PHMSA. See Section 23 of this document for more information on submitting prior approval requests.

Under the terms of this award, the recipient, through the Recipient's PD, is responsible for:

- Accomplishing the objectives and, tasks specified in the approved application within the approved budget amounts (Federal plus matching); and
- Providing required reports that are complete, accurate, and timely.

#### 9. Recipient's Authorized Grantee Official

The Authorized Grantee Official is a person with the Recipient organization who has authority to legally and financially bind the organization. This is the individual listed in box 15 and 16 on the NGA. It is the Recipient's responsibility to follow their agency's policies and procedures for ensuring that authorized officials are up to date, sign the grant agreement, and endorse any prior approval actions.

#### 10. Required Registration in the System for Award Management

Per (Appendix A to 2 CFR part 25), the System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. SAM is part of an overall Integrated Acquisition Environment that brings together different Federal procurement data systems into a unified system, with the intention of reducing duplication and information technology costs, and to help create a more streamlined and integrated Federal acquisition process. Additional information about registration procedures may be found at the Internet Site (currently at

<https://www.sam.gov/>).

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

Unless exempted from this requirement under 2 CFR § 25.110, the recipient must maintain the information in SAM until the final financial report required under this award is submitted or the Recipient receives the final payment, whichever is later. This requires that the Recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

If the Recipient is authorized to make subawards under this award, it must:

1. Notify potential subrecipients that no entity may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. Not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

#### 11. Government-wide Debarment and Suspension (Non-procurement)

In accordance with 2 CFR § 200.212 the Recipient and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

The Recipient must also comply with 2 CFR part 1200, "Nonprocurement Suspension and Debarment" which generally prohibits entities that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower-tier covered transactions.

Before entering into a subaward or contract under the grant, the Recipient must verify that the entity/individuals are not excluded or disqualified from participation in Federal non-procurement or procurement programs. This can be done by:

- Performing a search (previously performed in the Excluded Parties List System (EPLS) by checking for Active Exclusions on the SAM website located at <https://www.sam.gov/>;
- Collecting a certification from that entity/individual; or
- Adding a clause or condition to the covered transaction with that entity/individual.

The Recipient must include a term or condition in lower-tier transactions requiring lower-tier participants to comply with subpart C of the OMB guidelines in 2 CFR part 180, as supplemented by 2 CFR part 1200.

The Recipient must inform PHMSA when the Recipient suspends or debars a contractor or subrecipient.

## 12. Financial Management and Internal Controls

The Recipient's financial management system, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award.

In accordance with 2 CFR § 200.302 and 2 CFR§ 200.303 the Recipient's financial management system must provide for the following:

- Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
- Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR § 200.327 Financial reporting and § 200.328 Monitoring and reporting program performance.
- Records that identify the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. For more information see § 200.303 Internal controls.
- Comparison of expenditures with budget amounts for each Federal award.
- Written procedures to implement the requirements of § 200.305 Payment.
- Written procedures for determining the allowability of costs in accordance with 2 CFR part 200 Subpart E—Cost Principles and the terms and conditions of this Federal award.

### 13. Payment

Unless otherwise authorized, the HMEP grant program payment is under the reimbursement method. Recipients must comply with all provisions located 2 CFR § 200.305 reflecting payment of grant funds from a Federal agency. The Recipient must maintain financial management systems that meet the standards for fund control and accountability as established in 2 CFR § 200.302.

Payments for allowable costs to Recipients may be withheld during the period of performance if:

(a) The Recipient has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.

(b) The Recipient is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables."

While separate depository accounts for grant funds are not required, the Recipient must be able to account for the receipt, obligation and expenditure of funds. Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(c) The Recipient is delinquent in submitting required reports or responding to findings and corrective actions listed during the course of monitoring activities.

#### Delphi eInvoicing System

Each payment request must be made electronically via the Delphi eInvoicing System. Payments will be made after receipt of required modal reporting forms.

The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

#### Grant Recipient Requirements

Grantees must have Internet access to register and submit payment requests through the Delphi eInvoicing system.

Grantees must submit payment requests electronically and DOT Operating Administrations must process payment requests electronically.

#### System User Requirements

Grantees should contact PHMSA directly to sign up for the system, if they do not currently have a vendor account. PHMSA will provide the grantee's name and email address to the DOT Financial Management Office. The DOT will then invite the grantee to sign up for the system.

The DOT will send the grantee a form to verify the grantee's identity. The grantee must complete the form, and present it to a Notary Public for verification. The grantee will return the notarized form to:

DOT Enterprise Services Center FAA  
Accounts Payable, AMZ-100

PO Box 25710  
Oklahoma City, OK 73125

The DOT will validate the form and email a user ID and password to the grantee. Grantees should contact PHMSA's Hazmat Grants office with any changes to their system information.

Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>)

#### Supporting Documentation for Payment Requests

Recipients of HMEP grant funds who request reimbursement payment must access the Delphi system and attach a completed and correct SF-270.

Recipients designated as *high-risk* in the special terms and conditions contained in Box 14, Remarks will be required to submit supporting documentation for each requested payment. Supporting documentation may include accounting records, payroll records, travel receipts, subgrant agreements, invoices or other receipts, depending on the object class that is requested.

For all other Recipients, supporting documentation is to be kept on file according to the Recipients internal controls that comprise the grants management and financial management policies and procedures. These documents will be reviewed during the course of monitoring including site visits and desk reviews.

Regardless of risk level, PHMSA reserves the right to request supporting documentation upon receipt of payment requests.

During the normal course of monitoring, PHMSA will perform periodic "spot check" desk reviews of payments and request supporting and/or back-up documentation associated with reimbursement payments. Recipients must comply with these requests for information in a timely manner or may face a delay in receiving future payment.

#### 14. Allowable costs

The allowability of costs incurred by the Recipient will be determined using the OMB cost principles located at 2 CFR Part 200 - Subpart E.

#### 15. Pre-Award Costs

In accordance with 2 CFR § 200.308, Recipients may incur project costs within 90 calendar days before the Federal award. Expenses more than 90 calendar days pre-award require prior approval of the Federal awarding agency. All costs incurred before the PHMSA makes the award are at the recipient's risk (i.e., PHMSA is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs).

## 16. Flow-Down of Requirements under Subawards

The requirements of this award that apply to the Recipient also apply to subrecipients, i.e., entities that are carrying out part of the substantive programmatic activity, unless an exception is specified.

In making subawards under the award, the Recipient must apply the Federal cost principles applicable to the particular type of organization concerned.

## 17. Matching requirement

Per 49 U.S.C § 5116 (e) The Recipient must provide 20 percent of the allowable direct and indirect planning and training costs of activities covered under this award from non-Federal sources. Recipients may either use cash (hard match), in-kind (soft-match) contributions, or a combination of both to meet this requirement. The types of contributions allowed are listed in 49 CFR § 110.60. Matching costs and contributions also must meet the requirements of 2 CFR § 200.306, including that the costs must meet the same requirements of allowability as apply to HMEP funds.

Recipients are required to maintain documentation of how the matching requirements have been met. This documentation will be reviewed during PHMSA's regular monitoring schedule of grants. A lack of documentation for the statutory requirements may result in the Recipient being designated high-risk, placed on a corrective action plan, or the recovery of disallowed costs.

Federal funds may be expended before non-Federal matching funds, provided that total program costs at completion of the program year reflect the 80 percent Federal/20 percent non-Federal allocation of costs. The matching requirement is in addition to the maintenance of effort required of Recipients of HMEP awards under 49 U.S.C. § 5116(a)(2)(A) and (b)(2)(A) and 49 CFR § 110.30(b) (2) and (c)(2).

## 18. Financial reporting requirements

### *Mid-year financial report*

Each Recipient is required to submit a mid-year Federal Financial Report (SF-425) to report the status of funds in the approved budget following the quarter ending on March 31, 2016. This report is cumulative. The mid-year report is due no later than 30 days after the end of the reporting quarter. For FY15 HMEP grant awards the mid-year financial report due date will be April 30, 2016.

Each Federal Financial Report (FFR) is required to be submitted through Grant Solutions. Recipients are no longer required to submit individual FFRs for Planning and Training. The Training and Planning costs are to be combined in the FFR. However, under the remarks section (Box 10), Recipients must list the total Federal share for both Planning and Training.

## 19. Final Report Requirements

The HMEP Final Report is comprised of three components. Each is required to be submitted within 90

days of the period of performance end date. The three components of the final report are as follows:

I. The *Final* Federal Financial Report (FFR), SF-425.

The Final FFR must be used to complete financial reporting for the FY15 grant period. A final FFR should be submitted in Grant Solutions within 90 days of the period of performance end date. Only one Final FFR is to be submitted in Grant Solutions. Recipients are no longer required to submit individual FFRs for Planning and Training. The Training and Planning costs are to be combined in the FFR. However, under the remarks section (Box 10), Recipients must list the total Federal share for both Planning and Training. When completing the Final FFR, Recipients should note that:

- The final amount listed on the Final FFR should match the final amount listed on the Final SF-270, Request for reimbursement.
- There should be no cash on hand listed or unliquidated obligations listed on the Final FFR.

II. HMEP Grant Accountability Questions

Grantees must respond to questions regarding grant-related activities that took place during the period of performance. These questions are divided between two parts, the Report on Authorized Expenditures and the Report on HMEP Grant Accomplishments. PHMSA Hazmats Grants Division staff will email this document to the grantees near the end of the project period.

The HMEP Grant Accountability Questions are to be answered and submitted along with the Final Program narrative to the HMEP Inbox - [HMEP.grants@dot.gov](mailto:HMEP.grants@dot.gov).

III. The HMEP Final Program Narrative

The narrative portion of the final report allows the grantee to detail the hazardous materials emergency preparedness Planning and Training activities that were performed during the budget and funded with HMEP grant monies.

The HMEP Final Program Narrative is to be completed and submitted along with the HMEP Grant Accountability Questions to the HMEP Inbox - [HMEP.grants@dot.gov](mailto:HMEP.grants@dot.gov).

Summary of Final Report due dates and place of submission:

1. Final FFR - Within 90 days of the end of the period of performance.  
Submitted in [GrantSolutions](#).

2. HMEP Grant Accountability Questions - Within 90 days of the end of the period of performance.

Submitted to [HMEP.grants@dot.gov](mailto:HMEP.grants@dot.gov)

3. HMEP Final Program Narrative - Within 90 days of the end of the period of performance.  
Submitted to [HMEP.grants@dot.gov](mailto:HMEP.grants@dot.gov) (along with the HMEP Grant Accountability Questions)

Note: Within 30 days prior to the period performance end date, PHMSA Hazmat Grants Division will

email Recipients with a reminder and provide the template for the HMEP Grant Accountability Questions.

*Requests for extension for reporting and effect of late reporting*

A request for extension of the due date for a bi-annual report must be made in writing to PHMSA no later than 30 days before the end of the reporting period. The request must include the reason for the request and the requested due date. A request for extension of the due date for a final report must be made in writing by the Recipient's Authorized Official to the HMEP email box no later than 30 days before the end of the performance period. The request must include the reason for the request and the requested due date. Approval is not automatic.

Failure to provide required reports by the due dates specified above or any extended due date approved by PHMSA may result in a delay in processing payment requests, delay in the award of new funding, or, as appropriate, an enforcement action.

## 20. Subaward Requirements

Recipients of HMEP funds must adhere to the requirements outlined at 2 CFR § 200.330 Subrecipient and contractor determinations and 2 CFR § 200.331 Requirements for pass-through entities.

The Recipient must make the proper distinction between contract and a subaward as required by § 200.330.

Subaward - A subaward is for the purpose of carrying out a portion of a Federal award. See 2 CFR § 200.92 Subaward. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

1. Determines who is eligible to receive what Federal assistance;
2. Has its performance measured in relation to whether objectives of a Federal program were met;
3. Has responsibility for programmatic decision making;
4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

Contract - A contract is for the purpose of obtaining goods and services for the non-Federal entity's own use and creates a procurement relationship with the contractor. See 2 CFR § 200.22 Contract. Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the non-Federal entity receiving the Federal funds:

1. Provides the goods and services within normal business operations;
2. Provides similar goods or services to many different purchasers;
3. Normally operates in a competitive environment;
4. Provides goods or services that are ancillary to the operation of the Federal program; and

5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

In determining whether an agreement between a pass-through entity and another non-Federal entity casts the latter as a subrecipient or a contractor, the substance of the relationship is more important than the form of the agreement. All of the characteristics listed above may not be present in all cases, and the pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract.

### Subaward Management

As outlined at 2 CFR § 200.331 If the Recipient is acting as a pass-through entity, it must:

(a) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes all relevant information required by 2 CFR § 200.331. This includes:

(1) All applicable subaward information required by 2 CFR § 200.331(a)(1)

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award.

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency including identification of any required financial and performance reports;

(4) An approved federally recognized indirect cost rate negotiated between the subrecipient and the Federal Government or, if no such rate exists, either a rate negotiated between the pass-through entity and the subrecipient or a de minimis indirect cost rate as defined in 2 CFR § 200.414 Indirect (F&A) costs.

(5) A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 CFR § 200.331.

(6) Appropriate terms and conditions concerning closeout of the subaward.

(b) Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring, which may include consideration of such factors as:

(1) The subrecipient's prior experience with the same or similar subawards;

(2) The results of previous audits including whether or not the subrecipient receives a Single Audit in accordance with 2 CFR part 200 Subpart F—Audit Requirements, and the extent to which the same or similar subaward has been audited as a major program;

(3) Whether the subrecipient has new personnel or new or substantially changed systems; and

(4) The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

(c) Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR § 200.207 Specific conditions.

(d) Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved. Pass-through entity monitoring of the subrecipient must include:

(1) Reviewing financial and performance reports required by the pass-through entity.

(2) Following-up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means.

(3) Issuing a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521 Management decision.

(e) Depending upon the pass-through entity's assessment of risk posed by the subrecipient the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(1) Providing subrecipients with training and technical assistance on program-related matters;

(2) Performing on-site reviews of the subrecipient's program operations;

(3) Arranging for agreed-upon-procedures engagements as described in 2 CFR § 200.425 Audit services.

(f) Verify that every subrecipient is audited as required by 2 CFR part 200 Subpart F—Audit Requirements of part 200 when it is expected that the subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in 2 CFR § 200.501 Audit requirements.

(g) Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

(h) Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR § 200.338 Remedies for noncompliance.

## 21. Reporting Subawards and Executive Compensation

### Reporting of first-tier subawards

Unless you are exempt as provided by Federal law, you must report each action that obligates \$25,000 or more in Federal funds for a subaward to an entity.

#### *Where and when to report:*

You must report each obligating action described in the previous paragraph of this award term to <http://www.fsr.gov>.

For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2015, the obligation must be reported by no later than December 31, 2015.)

#### *What to report:*

You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.

### Reporting Total Compensation of Recipient Executives

#### *Applicability and what to report:*

You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

- i. The total Federal funding authorized to date under this award is \$25,000 or more;
- ii. In the preceding fiscal year, you received-
  - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
  - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m (a), 78o (d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)

*Where and when to report:*

You must report executive total compensation described in the paragraph entitled "Applicability and what to report" for recipient executives of this award term:

- As part of your registration profile at <https://www.sam.gov/portal/SAM/>.
- By the end of the month following the month in which this award is made, and annually thereafter.

## 22. Procurement

Recipients are to follow the procurement requirements at 2 CFR § 200.317 - Procurement by states. When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with § 200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section § 200.326 Contract provisions.

Recipients of HMEP funds must be aware of the procurement requirements required by the State and have documented policies and procedures to ensure compliance with these requirements. PHMSA grants staff may request these policies and procedures to ensure Recipients are following state procurement requirements as part of the overall monitoring process.

## 23. Changes to the approved application and budget (prior approval actions)

The approved budget for the Federal award summarizes the financial aspects of the project or program as approved during the Federal award process. It must be related to performance for program evaluation purposes whenever appropriate. Recipients are required to report deviations from budget or project scope or objective, and request prior approvals from PHMSA for budget and program plan revisions, in accordance with this section.

Recipients must request prior approvals from PHMSA for the following program or budget-related reasons:

1. Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
2. Request for approval to engage in programmatic activities that were not detailed in the budget narrative and project narrative.

3. Change in a key person specified in the application or the Federal award (the project director).
4. The disengagement from the project for more than three months by the approved project director or principal investigator.
5. Unless described in the application and funded in the approved awards, the subawarding, transferring or contracting out of any work under a Federal award, including fixed amount subawards as described in 2 CFR § 200.332 Fixed amount subawards. This provision does not apply to the acquisition of supplies, material, equipment or general support services.
6. A request for a one-time extension of the period of performance by up to 12 months. For one-time extensions, the recipient must notify PHMSA in writing with the supporting reasons, the amount of funds unobligated and revised period of performance, at least 30 calendar days before the end of the period of performance specified in the Federal award. The request for extension must be signed or endorsed by an official with authority within the Recipient organization. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from PHMSA. Requests for extension are to be submitted through the HMEP mailbox.
7. The transfer of funds among direct cost categories or programs, functions and activities for Federal awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold (\$150,000) and/or the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by PHMSA. No transfer is allowable that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation. Any request for re-budgeting must be accompanied by a revised SF-424A budget and budget narrative.

#### Submission of Prior Approval

Prior approvals are to be submitted through either the Grants Portal or the HMEP mailbox depending on the type of request.

#### *Prior approval requests to be submitted through the Grants Portal*

[https://hazmatgrants.phmsa.dot.gov/activity\\_request.asp](https://hazmatgrants.phmsa.dot.gov/activity_request.asp)

- Activity Requests for activities that were not detailed in the approved HMEP application
- Activity Requests for or modification of activities (change in scope)
- Activity Requests for rebudgeting (generally accompanied with modification of activities)
- Activity Request for subawarding, or contracting any work under the Federal award, not specifically listed in the application

Prior approval requests submitted through the HMEP mailbox (hmep.grants@dot.gov):

- Request to change project director (point of contact)
- Request for disengagement of project director (point of contact) for more than 3 months
- Request for a no-cost extension of up to 12 months

#### No-Cost Extension Requests

As allowed for in 2 CFR § 200.308, PHMSA will allow grantees to request a no-cost extension of up to 12 months. This is provided that the grantee:

1. Has an unobligated balance sufficient to carry out the proposed activities
2. Has developed a timeline for carrying out the proposed allowable activities
3. Has the capacity, both programmatically and financially, to manage multiple HMEP fiscal year awards simultaneously

Extension Requests must be submitted to the HMEP mailbox and include:

1. The duration of extension requested. Grantees may request between one and twelve months. The date should be sufficient to complete the proposed activities. Do not request one month if it may take three months to complete. Any activities that take place beyond the extended period of performance will be deemed unallowable. Extension requests beyond 12 months will not be considered. Grantees must provide the proposed end date of the project period.
2. Justification for the need of an extension. Grantees must provide the reason the extension is needed (i.e. delays in awarding sub grants, staff turnover, poor weather, state budget constraints, etc.).
3. Summary and timeline of extension activities. Grantees must submit a brief summary and timeline of events that will take place during the extension period.

Any activities that were not included in the approved budget must follow the prior activity request approval process. These are to be submitted once the extension is approved.

A revised Notice of Grant Award will be issued if the extension is approved. The grantee must electronically accept the revised NGA in Grant Solutions.

This guidance is effective July 1, 2015 for all HMEP grantees. Extension submissions for FY15 HMEP awards may be submitted as early as July 1, 2016 and no later than August 30, 2016.

#### PHMSA Reply to Prior Approval Requests

- Within 30 calendar days from the date of receipt of the request for budget revisions, PHMSA must review the request and notify the recipient whether the budget revisions have been approved. If the

revision is still under consideration at the end of 30 calendar days, PHMSA must inform the recipient in writing of the date when the recipient may expect the decision.

#### 24. Special Terms and Conditions

As a result of the application review and risk assessment PHMSA may include special terms and conditions in box 14 (remarks) that may supersede the general terms and conditions, in accordance with 2 CFR § 200.207 Specific conditions.

Box 14 Remarks of the NGA may include conditions that must be fulfilled before Recipients may request repayment. Recipients are reminded to check Box 14 for special terms and conditions and submit any outstanding required items.

#### 25. Title to Equipment

Title to equipment purchased or fabricated under this award vests in the Recipient or subrecipients, respectively, unless otherwise specified under 2 CFR § 200.313 Equipment or the special terms and conditions of the grant award.

#### 26. Copyrights

PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

- The copyright in any work developed under a grant, subaward, or contract under a grant or subaward; and
- Any rights of copyright to which a Recipient, subrecipient or a contractor purchases ownership with grant support.

#### 27. Audit requirements

As required by 2 CFR § 200.501 Audit requirements, Recipients that expend \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of the regulation. Recipients are expected to review and fully comply with the audit requirements formerly located at A-133 and now located at 2 CFR part 200, Subpart F.

#### 28. Record retention and access to records

The Recipient must comply with 2 CFR § 200.333 Retention requirements for records and 2 CFR § 200.336 Access to records.

PHMSA, the Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers,

or other records of the Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents.

PHMSA, through its staff or authorized representatives, may make site visits, at reasonable times; to review project accomplishments, management control systems and provide guidance as may be requested or required. If a site visit is made on the premises of the Recipient, the Recipient must provide reasonable facilities and assistance to PHMSA representatives in the performance of their duties.

PHMSA, through its authorized representatives, may request a desk audit, at reasonable times, to review project accomplishments, management control systems and provide guidance as may be requested or required. If a desk audit is conducted, the Recipient is required to provide, electronically or via postal service, all records requested by PHMSA representatives. All desk audits and reviews will be performed in a manner to not unduly delay work activity under the award.

If PHMSA requires access to the records of a subrecipient or contractor under the grant, whether a part of a site visit or for another type of review, PHMSA will coordinate the request with the Recipient.

All site visits and evaluations will be performed in a manner to not unduly delay work activity under the award or other activities of the Recipient, subrecipient, or contractor.

#### 29. Contracting with Small and Minority Firms, Women's Business Enterprises, Veteran Owned, and HubZone Area Firms

In keeping with 2 CFR§ 200.321 the Recipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

DOT's policy is to award a fair share of contracts to small minority business, women-owned, veteran-owned and HubZone firms. DOT is strongly committed to the objectives of this policy and encourages all Recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness on the awarding of any contracts under DOT grants or cooperative agreements.

The Recipient and any subrecipients are encouraged to take all necessary affirmative steps to assure that small, women-owned, minority disadvantaged businesses, veteran, and HUBZone business firms are used when possible. The Recipient shall include this award term in all subawards.

Affirmative steps include:

- Placing qualified small and minority-disadvantaged businesses, women owned business enterprises, veteran-owned and HUBZone business firms on solicitation lists;
- Ensuring that small and minority businesses, women's business enterprises, veteran- owned

and HUB Zone business firms are solicited whenever they are potential sources;

- Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises, veteran-owned, and HUBZone business firms;
- Establishing delivery schedules, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business, women's business enterprises, veteran-owned, and HUBZone business firms; and
- Using the services and assistance of the Small Business Administration and the DOT Office of Small and Disadvantaged Business Utilization, as appropriate.

### 30. Seat Belt Use Policies and Programs

In accordance with Executive Order 13043, the Recipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating government-owned, company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1- 888-221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

### 31. Texting While Driving

In accordance with Executive Order, 13513, recipients, subrecipients, and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned vehicles, or while driving personally owned vehicles when on official Government business or when performing any work for or on behalf of the Government. These efforts may include conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving and should encourage voluntary compliance with the entity's text messaging policy while off duty.

### 32. Information Collection

Under the Paperwork Reduction Act (PRA), if a Recipient collects the same information from 10 or more respondents as part of carrying out this award, the Recipient is prohibited from representing to

its respondents that information is being collected for, or in association with, the Federal government unless the Recipient is conducting the collection of information at the specific request of the agency; or the terms and conditions of the grant require specific approval by the agency of the collection of information or collection procedures. In those cases, the OMB PRA clearance procedures contained in 5 CFR part 1320 must be followed. However, nothing in this award requires Recipients to collect information on PHMSA's behalf or to obtain PHMSA approval of any information collection a Recipient might deem necessary under this award.

### 33. Fraud, Waste, or Abuse

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The telephone number is: (800) 424-9071. The mailing address is:

DOT Inspector General  
1200 New Jersey Avenue, SE West Bldg. 7<sup>th</sup> Floor  
Washington, DC 20590  
Phone: 1.800.424.9071

Email: [hotline@oig.dot.gov](mailto:hotline@oig.dot.gov)

Web: <http://www.oig.dot.gov/Hotline>

Hazardous Materials Emergency Preparedness Grant Program

# FY 2015 Expenditures Guide



PHMSA Hazmat Grants Program

[HMEP.Grants@dot.gov](mailto:HMEP.Grants@dot.gov)

[www.phmsa.dot.gov/hazmat/grants](http://www.phmsa.dot.gov/hazmat/grants) (202) 366-1109

Developed in collaboration with the HMEP Working Group: California  
Emergency Management Agency Georgia Emergency Management Agency  
Nevada State Emergency Response Commission Nebraska Emergency  
Management Agency North Carolina Emergency Management Agency Oregon  
State Fire Marshal's Office



U.S. Department of Transportation

Pipeline and Hazardous Materials Safety  
Administration

Pipeline and Hazardous Materials Safety Administration

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## Pipeline and Hazardous Materials Safety Administration

### 1. Introduction

The purpose of Hazardous Materials Emergency Preparedness (HMEP) grants is outlined in 49 CFR §110.1 and is meant for public sector planning and training in support of the emergency planning and training efforts of States, Indian tribes, and local communities to deal with hazardous materials emergencies, particularly those involving transportation. These grants will enhance the implementation of §301 and §303 of the Emergency Planning and Community Right-to-Know Act of 1986.

Through your participation in the HMEP grant program, PHMSA's intent is to improve the availability and effectiveness of hazmat response and planning, and reduce the risks associated with the bulk transport of crude oil, and other hazardous materials, throughout the United States.

To advance PHMSA's mission, HMEP grants are used to:

- Develop, improve, and implement emergency plans
- Train public sector hazardous materials (hazmat) emergency response employees to respond to accidents and incidents involving hazardous materials in transportation
- Determine flow patterns of hazardous materials within a state and between states
- Determine the need within a state for regional hazardous materials emergency response teams
- Other purposes deemed appropriate by the Secretary of the US Department of Transportation

The information contained in this document is provided for guidance to administer the HMEP grant program and is effective for FY15 grant awards. Examples of allowable activities provided in this document are not all-inclusive, and the absence of a specific activity does not preclude its possible approval. Conversely, all proposed activities will be considered based on the proposed budget costs allocable to the approved project in accordance with 2 CFR 200, Subpart E, Cost Principles. This guidance supersedes all previous versions.

The purpose of this HMEP Expenditures Guide is to help grantees effectively administer their programs by providing:

- Examples of allowable, conditionally allowable, and unallowable activities, for reference only

#### General Guidelines:

- Allowable expenditures are those that are: reasonable, necessary, and allocable to the approved project according to 2 Code of Federal Regulations (CFR) Part200 and, and included in the Notice of Grant Award (NGA).

The following items require prior approval and the submission of the Hazmat Grant Activity Request Form to PHMSA which is one of the options of the HMEP Grants Portal at <https://hazmatgrants.phmsa.dot.gov>:

- New activities.

Pipeline and Hazardous Materials Safety Administration

- Change requests to activities or budgets with details regarding proposed activities, cost analysis, justification, and budget updates.

Requests for reimbursement must be submitted via the Delphi eInvoicing System with the OMB SF-270, Request for Advance or Reimbursement. . For new users, please coordinate with your assigned Grant Specialist for access.

Questions and other inquiries should be directed to your assigned Grant Specialist or via e-mail at: [HMEP.Grants@dot.gov](mailto:HMEP.Grants@dot.gov).

2. General Expenditures

Examples of allowable general expenditures that do not fall under planning or training grant expenditures are listed below.

<b>Allowable General Expenditures</b>
Grants Management Courses
Continuing Education Specific to Grants Management Functions

## Pipeline and Hazardous Materials Safety Administration

## 3. Planning

## 3.1 Allowable Planning Expenditures

Enhancing HazMat Plans
Developing, improving, and implementing emergency plans required under the Emergency Planning and Community Right-to-Know Act of 1986
Workshops, drills, and exercises associated with hazmat emergency plans
Risk assessments to enhance plans
Capability assessments that evaluate the ability for first responders, NGOs, and other involved stakeholders to respond to a hazmat emergency
Gap analysis to enhance planning objectives
Improving interagency interoperability to better respond to and mitigate hazmat incidents
Determining commodity flow transportation patterns of hazmat and developing and maintaining a system to keep such information current
Assessing the need for regional hazmat emergency response teams
Providing technical staff to support planning efforts
Aerial photography for use with Commodity Flow Study research
Planning Courses
Courses aimed at developing, improving, and implementing emergency plans under the Emergency Planning and Community Right-to-Know Act (EPCRA) sections 301 and 303 (42 USC 116)
Hazmat transportation emergency preparedness and response courses
Hazmat risk analysis
Commodity Flow Study courses
Regional Response Strategy Selection courses
Equipment and Supplies <sup>1</sup>
Computer equipment dedicated to HMEP Grant activities (use for operations purposes not allowable)
Supplies and equipment required for HMEP-funded exercises and activities

<sup>1</sup> The Federal definition of equipment is defined as tangible, non-expendable personal property with a unit acquisition cost of \$5,000 or more (unless State policy sets a lower threshold) and with a useful life of more than one year. When calculating the cost of the property, it includes any accessories needed to make it operational. Any items not meeting this definition should be shown as "supplies," e.g., computers must be shown as "supplies," based on their acquisition cost.

## Pipeline and Hazardous Materials Safety Administration

## 3.1 Allowable Planning Expenditures, concluded

Conferences and Meetings
National Association of SARA Title III Program Officials (NASTTPO)
Statewide conference emphasizing Hazmat emergency response capabilities, collaboration, networking, and planning opportunities for responders, particularly those related to transportation
Regional hazmat conferences and workshops, specifically those related to transportation
Hazmat Continuing Challenge, ( <a href="http://www.hazmat.org">www.hazmat.org</a> )
The Continuing Challenge provides safe response training for all emergency responders to hazardous materials incidents affecting transportation, public health and the environment. This annual Workshop is attended by HazMat responders from across the globe and is held every September in Sacramento, CA.
Hot Zone, <a href="http://www.hotzone.org">www.hotzone.org</a>
The HOTZONE Committee is composed of representatives from the local, state, and federal levels of the HAZMAT response community serving Federal Region 6. This annual training conference provides HAZMAT technical training and promotes professional relationships within Region 6 to meet the unique needs of this region.
TRANSCAER®, <a href="http://www.transcaer.com">www.transcaer.com</a>
TRANSCAER® (Transportation Community Awareness and Emergency Response) is a voluntary national outreach effort focusing on assisting communities with preparing for, and responding to, possible hazmat transportation-related incidents. TRANSCAER® educates emergency responders and their communities and includes safety training cars from the Firefighters Education and Training Foundation.
International Association of Fire Chiefs (IAFC), International Hazmat Conference, <a href="http://www.iafc.org">www.iafc.org</a>
The IAFC hosts the International Hazardous Materials Response Team Conference, which presents “what’s new in hazmat” and how it impacts today’s hazmat teams on the job.
Midwestern Hazmat Conference, <a href="http://www.emerysafety.com/mhmrc/index.html">http://www.emerysafety.com/mhmrc/index.html</a>
Two-day conference on hazmat and related response training presented by instructors in the hazmat response community.
Fire Department Instructors Conference (FDIC), <a href="http://www.fdiconlineevent.com">http://www.fdiconlineevent.com</a>
Comprehensive training for all levels of fire service practitioners with more than 24 hands-on training evolutions, 34 pre-conference workshops, and more than 160 classroom presentations.
FRI (Fire Rescue International), <a href="http://fri.iafc.org/">http://fri.iafc.org/</a>
Presented by the IAFC, Fire Rescue International (FRI) annually brings together more than 13,000 fire and emergency service leaders from across North America and around the globe for 5 days of networking, learning, and collaboration.
Hazmat publications for permanent collections, such as the NFPA 472 guide

## 3.2 Conditionally Allowable Planning Expenditures

Examples of conditionally allowable planning expenditures are listed below.

LEPC meeting expenses – Conditions include: LEPC meeting expenses are allowable when pertaining to HMEP
Hospital Drills – Conditions include: Decontamination from a transportation incident (radiological, chemical, or other hazmat)

## Pipeline and Hazardous Materials Safety Administration

Emergency Operating Center (EOC) Leadership Exercises – Conditions include: Leadership exercises for events concerning hazmat preparedness and response
Title III Software (e.g., CAMEO/PEAK/PLUME) – Use of software must be tied to planning for hazmat transportation related accidents/incidents.
Fixed-facility hazmat preparedness – Conditions include: Exercises and plans that include transportation of materials to and from fixed-facilities; exercises that test the same capabilities that would be used to respond to a hazmat transportation incident
Food or refreshments – Conditions include: Working lunches for exercises or planning sessions that extend hours before and after lunchtime, or that are in remote locations where food establishments are not in close proximity.
Exhibitors for Outreach and Preparedness Booths - Activity must tie-in to hazardous materials transportation.

## 3.3 Unallowable Planning Expenditures

Examples of unallowable planning expenditures are listed below.

Natural Disaster Exercises (e.g., Urban Avalanches, Pandemic Flu, Cruise Ship, Wildfire, Earthquake)
All-Hazards Warning System Drills
Joint Terrorism Task Force (JTTF) Exercises
Tier II Chemical Inventory Reports
Tier II Databases
WebEOC (EOC-Emergency Operations Center) mapping
Public Officials Conference that does not have a tie-in to hazardous materials transportation
Town-wide alert system
Development and distribution of a Hazmat Calendar

## 3.3 Unallowable Planning Expenditures, concluded

Expenses counted as match funds toward another Federal grant program or cooperative agreement
Entertainment costs
Foreign travel
Expenses counted as match funds toward another Federal grant program or cooperative agreement
Purchase of cell telephone(s), except for administration of the HMEP grant at the state level
Any costs disallowable or stated as ineligible in 49 Code of Federal Regulations (CFR) Part 110 Final Rule
Any cost specifically prohibited in the General Terms and Conditions of the award, or Special Terms and Conditions listed on the NGA (Remarks section).

## Pipeline and Hazardous Materials Safety Administration

## 4. Training

## 4.1 Allowable Training Expenditures

Examples of allowable training expenditures are listed below.

General Training Expenditures
Reimbursement for instructor(s) and trainees for tuition and travel expenses (lodging and per diem) to and from a training facility
Facility rental cost reimbursement
Expenses associated with training, such as staff to support the training effort, evaluation forms, etc.

National Fire Protection Association (NFPA) 472 or Occupational Safety And Health Administration (OSHA) 29 CFR 1910.120 Competency Requirement Suggested Courses
Hazmat Incident Command System (ICS), includes the following courses: <ul style="list-style-type: none"> <li>- ICS-100: Introduction to the Incident Command System</li> <li>- ICS-200: Incident Command System for Single Resources and Initial Action Incidents</li> <li>- ICS-300: Intermediate Incident Command System</li> <li>- ICS-400: Advanced Incident Command System</li> </ul>
Hazmat Awareness, Operations, Technician, Specialist, and Refresher Courses
Hazmat Incident Commander
Hazmat Officer/Safety Officer
Industrial Fire Fighting- (rail yards, fuel transfer facilities, and ports)
Confined Space Rescue
Hazmat Basic Life Support/Advance Life Support
Chemistry for Emergency Responders
Marine Operations - Ship-board rescue, firefighting, and hazmat
Airport Rescue Fire Fighting (aircraft response and rescue)
Explosive Ordinance Disposal/Explosives in transportation
Radiological (sources in transportation, but not Weapons of Mass Destruction.)
Tank Car Specialty

## Pipeline and Hazardous Materials Safety Administration

## 4.1 Allowable Training Expenditures, continued

National Fire Protection Association (NFPA) 472 or Occupational Safety And Health Administration (OSHA) 29 CFR 1910.120 Competency Requirement Suggested Courses, concluded
Intermodal Tank Specialty
Marine Tank Vessel Specialty
Flammable Liquid Bulk Storage
Flammable Gas Bulk Storage
Radioactive Material Specialty in Transportation
First Receiver Awareness Training
Explosive Ordinance Disposal/Explosives in transportation
Crude Oil Training
Cargo Tank Specialty
Other Allowable Training Course Examples
Ammonia, Ethanol, Chlorine Response
Alternative Fuels, used in transportation
Developing a Plan of Action
Chemistry of Hazmat-Part I/II
Surveying a Hazmat Incident
General Competencies
Level A/Level B Personal Protective
ID of Methods and Procedures
Hazmat for Emergency Management System (EMS)
Hazmat for Dispatcher
Hazmat Containers
Hazardous Materials Monitoring Refresher
Hazmat Level B Dress-out and Decon
Hazmat Technical Decon Refresher
Hazmat Containment and Control
Haz-Cat Training

## Pipeline and Hazardous Materials Safety Administration

## 4.1 Allowable Training Expenditures, continued

**Other Allowable Training Course Examples, concluded**

Pipeline Training

Haz Mat IQ Training (Above and Below the line, Advanced IQ &amp; Tox Medic)

Emergency Medical Technician (EMT) Training for hazmat

Employee Hazmat Emergency Response Readiness Training

Creating and maintaining hazmat emergency response training websites

CAMEO Training, particularly that related to transportation

TRANSCAER® (travel and necessities\* for physical needs and comfort of trainers and training recipients)

\* Necessities, by ownership or rental, for the physical needs and comfort of the participants and training recipients such as, but not limited to: classroom tents, tables, chairs, water coolers, portable toilets, wash stations, public address systems, generators, fuel for generators, waste management, and outdoor fans; projectors and screens, video recording services; safety gloves, safety glasses; pens, pencils, books, brochures, certificates; administrative services, advertising costs, trainer fees; and instructor accommodations, travel, and meals.

**Allowable Training Equipment, Supplies and Materials**

Computer equipment used exclusively for activities allowable under this HMEP Grant (e.g., approved computer-based training activities).

Rental equipment necessary to provide specific training, whether consumed in the training (e.g., this isn't equipment) or otherwise (e.g., a training suit). In most cases, equipment costs are expected not to exceed 5 percent of the total cost of the grant awarded and must be fully justified.

Publications, manuals, and other materials necessary to provide training and are used by instructor(s) and trainees--where appropriate, this may include the printing and copying of such materials and any cost of distributing these materials (such as mailing the materials to trainees in advance of the first training session).

Simulation software for training courses

Hazmat training suits for specific transportation related exercises

Firefighting foam for specific transportation related exercise

## Pipeline and Hazardous Materials Safety Administration

## 4.1 Allowable Training Expenditures, concluded

Conferences
NASTTPO (National Association of SARA Title III Program Officials)
Statewide conference emphasizing Hazmat emergency response capabilities, collaboration, networking, and planning opportunities for responders.
Regional hazmat conferences and workshops
Hazmat Continuing Challenge
HOTZONE or COLDZONE
IAFC International Hazmat Conference
Midwestern Hazmat Conference
Fire Department Instructor's Conference

## 4.2 Conditionally Allowable Training Expenditures

Examples of conditionally allowable training expenditures are listed below.

Emergency Operating Center (EOC) Leadership Training – Conditions include: Training must focus on EOC leadership concerning hazmat preparedness and response
Title III Software to assist with transportation related planning exercises
Fixed-facility hazmat training – Conditions include: Training that includes transportation of materials to and from fixed-facilities; training that addresses the same capabilities that would be used to respond to a hazmat transportation incident
Food or refreshments – Conditions include: Working lunches for training that extends hours before and after lunch or that are in extremely rural locations where food establishments are not in close proximity.

## Pipeline and Hazardous Materials Safety Administration

## 4.3 Unallowable Training Expenditures

Examples of unallowable training expenditures are listed below.

Courses not related to hazmat emergency response
Emergency Preparedness Presentation to Child Care Providers
School Violence Prevention
Weapons of Mass Destruction (WMD) Terrorism courses
Weapons of Mass Destruction (WMD) Radiological Training
Pandemic Flu Exercises
Joint Terrorism Task Force (JTTF) Exercises
Equipment for the purpose of response operations, such as: <ul style="list-style-type: none"> <li>- Self-Contained Breathing Apparatus (SCBA)</li> <li>- PPE (Personal Protective Equipment)</li> <li>- Monitoring Equipment</li> </ul>
Overtime of trainees and any other employees who "backfill" positions of trainees during the period of training.
Expenses counted as match funds toward another Federal grant program or cooperative agreement.
Entertainment costs
Purchase of cell telephone(s), except for administration of the HMEP grant at the state level.
Any costs disallowable or stated as ineligible in 49 Code of Federal Regulations (CFR) Part 110 Final Rule.
Any cost specifically prohibited in the General Terms and Conditions of the grant award, or identified as a Special Terms and Conditions listed on the NGA (Remarks section).

## Pipeline and Hazardous Materials Safety Administration

## 5. Grant Specifics

**Requests for Reimbursement**

Requests for reimbursement must include a SF-270 that can be accessed online via the Delphi eInvoicing System or uploaded if the online SF-270 is not operational. Some grantees may be required to submit supporting documentation for payment requests. If this is the case, a special term and condition will be listed on the NGA indicating this status. PHMSA may request additional substantiation for supporting reimbursement payments at any time. Reimbursement may not be made for a project plan unless approved by PHMSA either in the application or via Activity Request. Grantees are to keep supporting documentation on file in accordance with their internal policies and procedures. While supporting documentation may not be required for every payment, it may be requested during the course of PHMSA's ongoing monitoring process. A lack of supporting documentation on file may result in questioned or unallowable costs.

**Matching Funds**

Grantees (State and Tribes) are required to provide the 20% match and may use the following<sup>2</sup>:

- Cash (hard-match),
- In-kind contributions Soft match
- A combination of in-kind or soft match plus hard-match to meet this requirement.

Grantees may use matching funds from all seven object classes. Examples include: salary<sup>3</sup>; equipment or supply purchase; space usage; the value of a participant's time during an allowable activity; or the dollar value of a grant-related activity or purchase.

Grantees must continually examine funding priorities to ensure that activities and/or expenditures counted as matching towards the planning grant are used for allowable planning-related activities. Conversely, activities and/or expenditures counted as matching towards the training grant should be used for allowable training-related activities.

**Percent of Funds for Planning and Training**

At least 75% of funds provided for planning must be made available to LEPCs for developing, improving, and implementing emergency plans. At least 75% funds allocated for training must be made available for the purposes of training public sector employees employed or used by political subdivisions.

A grantee must expend and account for grant funds in accordance with their State laws and procedures for expending and accounting for its own funds while ensuring that the administration and coordination of this grant program does not exceed the remaining 25% of the funds after 75% allocation is made available to LEPCs and public sector employees.

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<sup>2</sup> The requirement to provide a 20% match for the Planning and Training (direct and indirect) costs of all activities covered under the grant award program with non-Federal funds is waived for "Insular Areas" which include the Virgin Islands, Guam, American Samoa, the Trust Territory of the Pacific Islands, and the Government of the Northern Mariana Islands in order to minimize the burden caused by the existing application and reporting procedures.

<sup>3</sup> 2 CFR Section 200.430(i) requires that all salaries and wages charged to a Federal award be documented to accurately reflect the work performed for the award. Salaries and wages used to meet cost-sharing or matching requirements must be treated in the same manner as salaries and wages directly charged to an award.

## Pipeline and Hazardous Materials Safety Administration

The Uniform Guidance provides greater clarity to the role and expectations for pass-through entities conducting oversight of subrecipients. The Uniform Guidance expands on the responsibilities of pass-through entities by providing for a more robust system of oversight and monitoring. (See Section 200.330 and Section 200.331)

### Audits

Recipient agencies are responsible for obtaining audits in accordance with 2 CFR 200 Subpart F. Audits must be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits. PHMSA may audit a recipient agency at any time.

### HMEP Working Group Participants:

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#### Oregon State Fire Marshal's Office

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# Hazardous Materials Emergency Preparedness Grant Program Best Practices Guide



**Pipeline and Hazardous Materials Safety Administration (PHMSA)**  
**Hazmat Grants Program** [www.phmsa.dot.gov/hazmat/grants](http://www.phmsa.dot.gov/hazmat/grants)  
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**Developed in collaboration with the HMEP Working Group:**

- California Emergency Management Agency
- Nevada State Emergency Response Commission
- Nebraska Emergency Management Agency
- North Carolina Emergency Management Agency
- Oregon State Fire Marshal's Office



U.S. Department of Transportation  
**Pipeline and Hazardous Materials  
Safety Administration**

## Introduction

Hazardous Materials Emergency Preparedness (HMEP) grants are used to develop, improve, and implement emergency plans, and train public sector hazardous materials (hazmat) response employees. This best practices guide was compiled, in part, by users of HMEP grants at the state and local levels, as well as grant administrators at PHMSA. The intent of this guide is to list examples of best practice projects from several grant recipient states that are within allowable costs as outlined by PHMSA. It also was established as a supplement for states attempting to acquire planning or training monies.

This guide does *not* supersede or replace expenditures guidance and should *not* be considered a replacement for activities in your application.

**Always seek guidance from your individual Grant Specialist for specific questions and activities related to your state or Native American Indian tribe. Examples within this guide may not apply to every user and should be considered as *examples only*, and include the following topics:**

- **Pre-award** — items occurring in the planning stages of the grant.
- **Post-award** — examples of projects completed after a Notice of Grant Award (NGA) has been signed.
- **Award Close-out** — activities that help states close out their grant.
- **Additional Guidance** — items not covered in a specific grant phase category.

## Best Practice Examples

### Pre-award

Activities that have aided states when creating a grant management plan.

**Sub-Award Applications** – Several states have created a sub-award notification to send to Local Emergency Planning Committees (LEPCs). This allows the State Emergency Response Commission (SERC) and State Administrative Agency (SAA) to establish the amount requested by the LEPC and to plan accordingly when applying to PHMSA. In this notification, sub-grantees are made aware of the priorities for that funding year. Grant notifications can be sent to the LEPCs prior to the Federal award notification, which will allow the state a better idea of expected amounts requested by LEPCs. Example: “This year’s priority is to gain knowledge on commodity flow relating to crude oil transport.”

**Contingency Planning for Grant Dollars** – California’s HMEP grant application includes a list of contingencies for surplus monies USDOT may have following a grant cycle, thus, their plan has been reviewed and approved in advance. This contingency plan also allows the state to pick up a secondary project if one previously outlined in the application falls through.

**Other Pre-award Activities** – States are required to involve their SERC in creating and reviewing their HMEP application. States that involve their SERC in activities beyond what is required, such as those that use their SERC to help in hazmat planning, typically use a higher percentage of funds than those with SERCs not actively engaged in the process.

### Post-award

Activities that have helped states manage the grant and sub-award monies to LEPCs.

**Training Tracking** – Texas uses an on-line system “preparingtexas.org” to track classes, registrations, and certificate prerequisites that allows easier end-of-year reporting.

**Emergency Plans** – Emergency plans are being updated and revised nationwide using HMEP monies. For example, an LEPC in one state hires an outside contractor to develop or update its LEPC Hazardous Materials Emergency Response Plan. Another state uses HMEP monies for the salary of planning staff that help write emergency plans.

**Regional Projects** – States that use and develop regional projects (such as commodity flow studies, hazmat plan updates, and specialized hazmat training) were able to increase LEPC productivity and chemical awareness. For example, Region 7 EPA sponsors a four-state

regional conference where LEPCs and first responders gather to learn from their neighboring states. With prior approval from PHMSA, each state supports the conference using HMEP monies for conference registration fee and instructor/facilitator fees. California sponsors a portion of the audio-visual costs for two state-wide hazmat workshops each year, and provides funding for registration fees for LEPC members. Additionally, they are facilitating the contract for a state university to conduct a multi-year LEPC regional plan update effort.

**Final Reports** – PHMSA must report to Congress annually and pulls information from states' final reports. States must complete the final report in its entirety. For that reason, it is important to establish effective sub-grantee monitoring practices.

**Sub-grantee Monitoring** – Best practices for monitoring sub-grantees include:

- Developing a detailed agreement that defines expectations and roles of both parties.
- Clarifying expectations on frequencies of reporting and other requirements.
- Identifying needs and investing time to orient and train sub-grantees; providing training on requirements consistently and continuously; and providing assistance as needed.
- Conducting continuous and scheduled monitoring using appropriate methods and tools.
- Checking for anything unallowable, unnecessary, or unsupported.
- Checking for non-compliance with grant and regulatory requirements, policies, and procedures.
- Checking for weaknesses that affect safeguarding of funds and grant compliance such as in systems, policies, procedures, and practices.

**Reimbursement Request** – Submitting reimbursement requests within 30 days of expenditures is fiscally responsible, and enables PHMSA to better monitor grantee use of funds.

**Soft Matches** – Examples include:

- Time attending conferences and trainings (though it cannot be used as a match if participant is being paid for attending training).
- Volunteer first responders' attendance to an approved HMEP activity/project or training can be used as match (time should be based on a reasonable rate in which the grantee has determined by use of a formula or other method).
- Equipment donated by a third-party.
- With prior approval, program income, other than state hazmat fees, may be used to meet the cost sharing or matching requirement of the Federal award. The amount of the Federal award remains the same.

If an activity/project is unallowable under the HMEP Grant Program, then you are unable to use anything attached to it as a match.

State fees collected in reference to hazmat transportation are not allowed to be used as a match.

### **Award Close out**

Activities that have helped states close out their grant.

**Due Dates** – Establish due dates for subgrantees to complete activities and submit invoices to allow states to reallocate funds prior to close-out.

### Additional Guidance

**Combined Training Efforts** – Hazmat dispatch training, first responder awareness, and operations-level training are conducted in a one-week time frame. This allows more training to be offered in a shorter time period to a larger audience. Six weeks following initial training, a hazard analysis is conducted to assist in writing a hazard mitigation plan and discuss transportation surveys. Twelve weeks following the initial training, a first on-scene operations and site incident command training is offered. This is all concluded with a table top exercise and a revision of the response plan.

**Commodity Flow Studies** – Several grantees use commodity flow studies to determine the planning and training needs in their states. Studies can be focused on a small, rural area or a state-wide project similar to the project completed in 2014 by North Carolina, which was completed throughout a 5-year period.

**Conferences and Symposiums** – States have supported state-wide conferences and symposiums AND combined states' efforts to host multi-state conferences.

**Standard Operating Procedures** – Maintain institutional knowledge by creating Standard Operating Procedures (SOPs). The SOPs should reflect the grantees internal controls as required by 2 CFR 200.303.

**Grants Management Training** – Key grantee officials (those responsible for submitting Financial Status Reports) partake in annual grant administration training covering financial and programmatic requirements as well as fraud awareness. This could be implemented via an on-line training program that should administer a follow-up test ensuring recipients' understanding of basic requirements, as well as tracking the recipient's training completion. This training is an allowable expense under the HMEP grant for key grantee officials.

**Public-Private Partnership** – Georgia has partnered with the Association of Fire Chiefs and the Public Safety Training Center to develop and deliver specialized pipeline emergency response training to first responders. Trainings are delivered to LEPCs across the state. HMEP monies may be used to support travel costs and Emergency Planning and Community Right-to-Know Act (EPCRA) guidance.

**TRANSCAER™** – Allowable training that many states support. Costs could be accrued as an exercise expense and could include fuel, foam, etc.

**HMEP Working Group Participants**

California Emergency Management  
Neverley Shoemake; neverley.shoemake@calema.ca.gov

Nevada State Emergency Response Commission (SERC)  
Richard Brenner, NASTTPO Regional Representative; rik@clarkcountynv.gov

Nebraska Emergency Management  
Tonya Ngotel, NASTTPO President; tonya.ngotel@nebraska.gov

North Carolina Emergency Management Matt  
Kemnitz; kemnitz.matthew@ncdps.gov Robert  
Mielish; robert.mielish@ncdps.gov

Oregon State Fire Marshal's Office  
Sue Otjen, NASTTPO Regional Representative; sue.otjen@state.or.us



III. Roads

A. Revisions to Right-of-Way  
Acquisition Services & Budget  
Transfer

ISLAND COUNTY PUBLIC WORKS  
DIVISION

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

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

MEMORANDUM

July 22, 2016

TO: Board of Island County Commissioners

FROM: Spencer Keane – Traffic Engineer

RE: Crescent Harbor-Regatta Intersection Improvement Consultant Contract Supplement

The Public Works department is requesting approval to proceed with consultant contract supplement for Crescent Harbor Road/ Regatta Drive Intersection Improvement project. The recommended consultant is United Field Services, Inc. to replace Fullerton & Associates.

The sub consultant Fullerton and Associates is unable to perform their part of this contract because it is a one person business, and they are having health issues. This supplement selects an alternative sub consultant to do the work, with some minor scope of work changes. There are no changes being made to completion date or amount payable.



<b>Supplemental Agreement Number <u>1</u></b>		Organization and Address RH2 Engineering, Inc. 22722 29th Drive SE, Suite 210 Bothell, WA 98021	
Original Agreement Number PW-1420134		Phone: (425) 951-5400	
Project Number CRP 14-05 JL 01091-0303		Execution Date 03 / 17 / 2015	Completion Date 06/01/2017
Project Title Crescent Harbor Road/Regatta Drive Intersection Improvements		New Maximum Amount Payable \$ 369,556.00	
Description of Work Revisions to Right-of-way Acquisition Services and budget transfer.			

The Local Agency of Island County  
 desires to supplement the agreement entered into with RH2 Engineering, Inc.  
 and executed on 03/17/2015 and identified as Agreement No. PW-1420134

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

Scope of work and description of budget transfer revisions are attached as Exhibit A - Amendment No. 1  
The original Exhibit D-2 in the contract is revised to incorporate the attached Exhibit D-2 revisions.  
The original Exhibit E-6 is replaced with the attached Exhibit E-6.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: \_\_\_\_\_

III

Section V, PAYMENT, shall be amended as follows:  
 \_\_\_\_\_  
 \_\_\_\_\_

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: Richard L. Ballard, Director

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

*Richard L. Ballard*  
 Consultant Signature

\_\_\_\_\_  
 Approving Authority Signature

\_\_\_\_\_  
 Date

**EXHIBIT A**  
**Amendment No. 1**  
**Scope of Work**  
**Island County**  
**Crescent Harbor Road/Regatta Drive Intersection Improvements**  
July 2016

---

### **Background for the Amendment**

RH2 Engineering, Inc., (RH2) is providing professional services to Island County (County) for the Crescent Harbor Road/Regatta Drive Intersection Improvements project. RH2's subconsultant for right-of-way (ROW) negotiation services was Fullerton & Associates (Fullerton), a one-person ROW negotiator business. Unfortunately, the negotiator at Fullerton incurred a medical condition that rendered him incapable of performing negotiating services on the project, and a new negotiator is required.

RH2 contacted three other ROW negotiation firms to discuss providing ROW negotiation services and selected Universal Field Services (UFS) as the firm to provide ROW negotiation services. RH2 confirmed with County staff that they were agreeable to using UFS for the ROW negotiation services. The use of UFS in place of Fullerton is consistent with the Local Agency Guidelines manual.

The original contract for the project anticipated that ROW acquisition would be required from two properties. As the project design progressed, it was determined that ROW acquisition would be required from three properties. One of the properties impacted is owned by a homeowner's association, which adds a level of complexity to the negotiations. The estimated cost for Fullerton's ROW negotiation services was \$9,600 for two properties in the original contract. The estimated cost for UFS's negotiation services is \$18,212 for three properties, including the more complex property negotiation for the property owned by the homeowner's association.

### **Supplemental Fees**

The net difference between UFS's and Fullerton's cost for ROW negotiation services is an additional \$9,227. Due to efficiencies by RH2 and our surveying subconsultant, a budget remains from work performed under the Task 4 – Topographic Survey. RH2 proposes to transfer \$9,227 from Task 4 to Task 7 – Assistance with Right-of-way Acquisition. No additional fees are required.

### **Scope of Work Revisions**

Task 7 in the original contract is hereby revised for all references of "two (2) affected properties" to be "three (3) affected properties." The affected properties are revised to be S8335-02-0000E-0 Tract F, R13336-496-1040, and R13336-480-1540, as shown in the following schematic.

Island County  
Crescent Harbor Road/Regatta Drive Intersection Improvements Amendment No. 1  
Exhibit A – Scope of Work

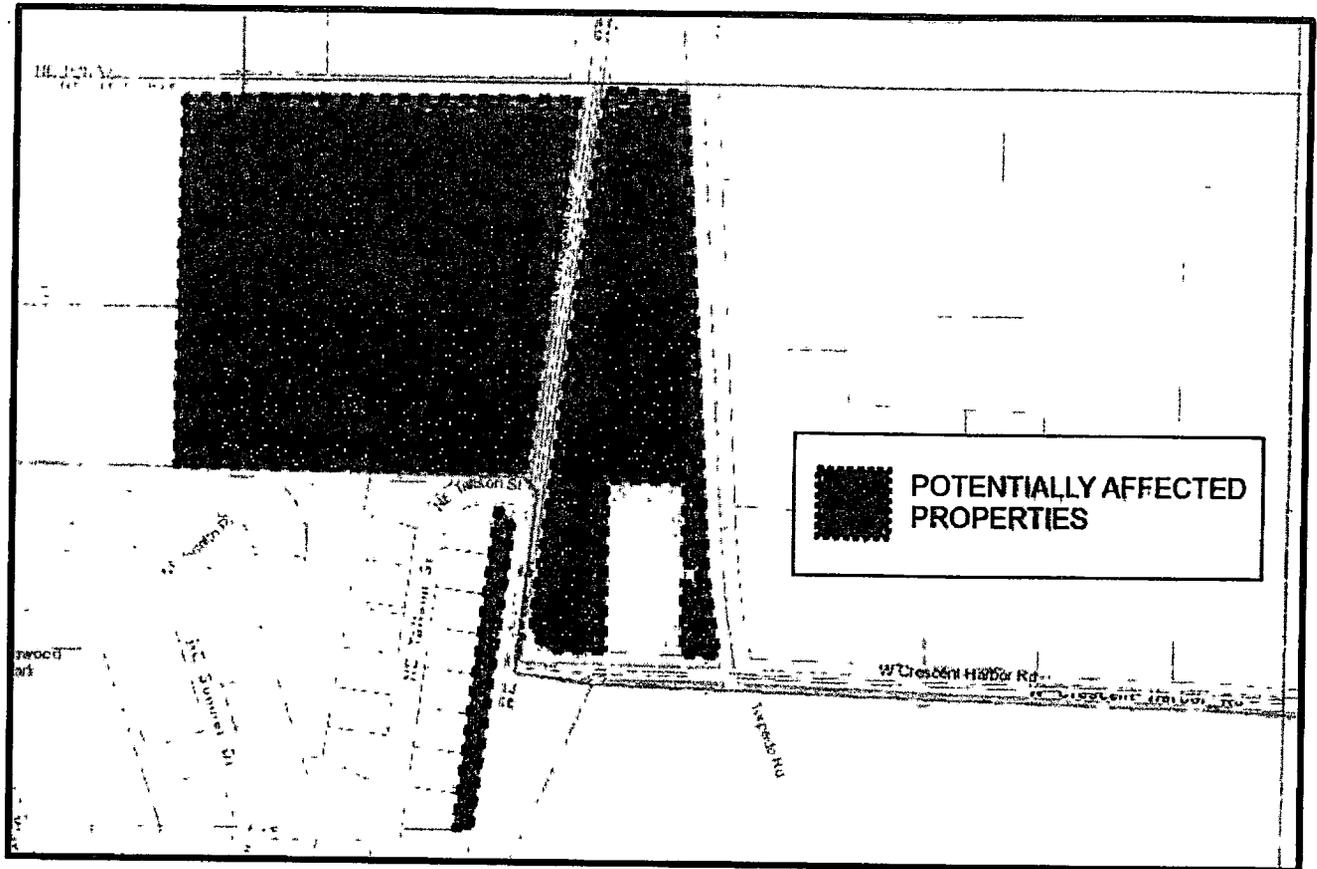


Exhibit D-2 Revisions  
 Consultant Fee Determination - Summary Sheet

Project: Island County  
 Crescent Harbor Road and NE Regatta Drive

Discipline or Job Title	Hourly Rate	x	Labor Hours	=	Direct Salary Cost
Professional IX	\$ 109.73		-1		\$ (109.73)
Professional VIII	\$ 76.58		0		\$ -
Professional VII	\$ 70.27		0		\$ -
Professional VI	\$ 65.65		-20		\$ (1,313.00)
Professional V	\$ 56.58		0		\$ -
Professional IV	\$ 43.90		0		\$ -
Professional III	\$ 38.70		0		\$ -
Professional II	\$ 35.88		0		\$ -
Professional I	\$ 29.15		-40		\$ (1,166.00)
Technician II	\$ 27.46		0		\$ -
Technician I	\$ 27.17		0		\$ -
Administrative V	\$ 41.93		-4		\$ (167.72)
Administrative IV	\$ 36.38		0		\$ -
Administrative III	\$ 25.65		0		\$ -
Administrative II	\$ 19.36		0		\$ -
Administrative I	\$ 16.30		0		\$ -
<b>SUBTOTAL DSC =</b>					<b>\$ (2,756.45)</b>
Overhead	DSC	x	OH Rate	=	Overhead
	\$ (2,756.45)	x	172.66%	=	\$ (4,759.29)
Fixed Fee	DSC	x	Fixed Fee	=	Profit
(No Change from Orig. Negotiated Amount)	\$ (2,756.45)	x	0.0000%	=	\$ -
<b>Reimbursables:</b>					
CAD System Per Hour	\$27.50 / hour	x	39.86	=	-\$1,096.26
GIS System Per Hour	\$27.50 / hour	x	-	=	\$0.00
CAD Plots Half Size	\$2.50 / each	x	-	=	\$0.00
CAD Plots Full Size	\$10.00 / each	x	-	=	\$0.00
CAD Plots Large	\$25.00 / each	x	-	=	\$0.00
In-house copies (each) 8.5" X 11"	\$0.09 / each	x	-	=	\$0.00
In-house copies (each) 8.5" X 14"	\$0.14 / each	x	-	=	\$0.00
In-house copies (each) 11" X 17"	\$0.20 / each	x	-	=	\$0.00
In-house copies (color) (each) 8.5" X 11"	\$0.90 / each	x	-	=	\$0.00
In-house copies (color) (each) 8.5" X 14"	\$1.20 / each	x	-	=	\$0.00
In-house copies (color) (each) 11 X 17"	\$2.00 / each	x	-	=	\$0.00
Mileage Per Mile	\$0.575 / mile	x	-	=	\$0.00
<b>SUBTOTAL</b>					<b>= -\$1,096.26</b>

Subconsultant/Subcontractor Costs:

Pacific Surveying & Engineering, Inc. (Survey and ROW)	\$0
Applied Preservation Technologies (Cultural Resources)	\$0
GeoEngineers Inc. (Geotechnical and Retaining Wall Design)	\$0
Raedeke Associates, Inc. (Critical Areas Review)	\$0
James D. McCallum & Associates, Inc. (Appraisal)	\$0
Fullerton & Associates (ROW Negotiations) - DEDUCT	-\$9,600
Universal Field Services (ROW Negotiations) - ADD	\$18,212

Subconsultant Markup

		<u>\$0</u>
SUBTOTAL	=	\$8,612
GRAND TOTAL	=	<u>\$0</u>

Prepared by:

Bret Beaupain



**Island County**  
**Crescent Harbor Road / Regatta Drive Intersection Improvements**  
**Right of Way Services - Scope of Work**

Federal funds are participating in the project, particularly in the Right of Way phase, therefore, Universal Field Services, Inc. (UFS) will complete all Right of Way services in accordance with Island County's Washington State Department of Transportation's (WSDOT) approved Right of Way Acquisition Procedures, the Federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act (URA), WSDOT Local Agency Guidelines – Section 25 (Right of Way Procedures), and the Washington Administrative Code (WAC 468-100) state Uniform Relocation Assistance and Real Property Acquisition. Additional parcels or real property rights, other than those shown in Table A, below will require an amendment to this scope of work and related fee estimate.

This scope of work is based on the following:

- Review of Preliminary Right of Way Plans, with a plot date of April 20, 2016, provided by RH2.
- Discussions with RH2 staff.
- Review of limited public online ownership information.
- Assumes there are no occupants or personal property displaced by the project.
- NEPA Categorical Exclusion Documentation obtained March 7, 2016.
- RH2 will contract directly with and be responsible for all real property valuation services, including completion of a Project Funding Estimate (PFE), Administrative Offer Summary (AOS) worksheets and subsequent Appraisals and Appraisal Reviews if necessary.
- Roadway Easements previously granted by the United States Navy (USN) to the County and City of Oak Harbor imply approval is required from its Real Estate Contracting Officer prior to making roadway improvements. It is assumed County staff will secure prior approvals from USN.

1. **Preparation and Administration** – UFS staff will attend a kick off meeting with RH2 (Bellingham office) to obtain further project background along with any additional information that will assist in the right of way process. During our project kickoff meeting, UFS Project Manager (PM) will coordinate communications protocol with the Project PM. Generally, we recommend all communications occur directly between both PM's in order to better manage process and issues. We do recognize this arrangement may not always be feasible due to temporary unavailability and urgency. When emailing, we encourage all team members are copied in emails for others to observe and assist as necessary. Methods of communications with the project team and property owners will rely on in-person meetings, office and cellular phones, email and facsimile, if necessary. We also have an FTP site to transfer large files to any party in need of information.

UFS will coordinate three (3) progress meetings with RH2 via conference calls and deliver to RH2 up to six (6) monthly progress reports when invoicing. Monthly progress reporting with RH2 can be arranged in writing or by conference calling.

UFS will provide sample templates for all acquisition documents to the County for review. The County's acquisition documents will be used if made available. All forms and notices will comply with County standards and in accordance with statutory requirements. UFS will maintain acquisition records in accordance with statutory, regulatory and policy requirements. Legal descriptions and exhibits for all the real property rights to be acquired will be provided by RH2 in advance of completing the Project Funding Estimate component below.

For each parcel impacted, UFS will prepare acquisition files to include fair offer letters, notices, recording and ancillary documents, a standard diary form (indicating all contacts with owner(s)), and other items necessary to complete the work.

Deliverables:

- Attend Project Kickoff Meeting – RH2 Bellingham office.
- Coordinate three (3) Progress Meetings via Conference Calls.
- Provide six (6) Monthly Progress Reports.
- Coordinate County approval of Acquisition forms for project use.
- Prepare three (3) parcel acquisition files.

2. **Title - Ownership Review** – It is assumed RH2 will provide title reports of all impacted properties shown in Table A below. If requested, UFS will order title reports and or any updates and title supplements. The title company will bill the County or RH2 directly. Upon receipt of title reports, UFS staff will conduct initial reviews of each report to assess future complications at closing and potential conflicts from utility encumbrances, etc. A Parcel Title Summary Memo for each parcel will be developed listing encumbrances and exceptions with recommendations to the County on how to resolve each.

Deliverable:

- Prepare three (3) Parcel Title Summary Memo's.

3. **Public Outreach** - We suggest introduction letters are sent to property owners letting them know in advance we are your ROW consultant. UFS will assist the County in preparation of a boilerplate "Introduction Informational Letter" for the County's delivery to all impacted property owners. The letter will describe the purpose of the project, the project schedule; identify the County's consultant team and the purpose of each.

Deliverable:

- Sample "Introduction Informational Letter" for delivery by County via regular U.S. Mail.

4. **Project Funding Estimate (PFE)** – As mentioned above, RH2 will contract directly with a qualified, experienced and state licensed Appraiser to complete the PFE in accordance with the County's approved Right of Way Acquisition procedures, and WSDOT Local Agency Guidelines – Section 25 (Right of Way Procedures). PFE to include the three (3) tax parcels as shown in Table A below.

Generally, the PFE is a tool to be used for confirming estimated Right of Way costs and primarily for consideration of utilizing the Appraisal Waiver process when the estimated amount of just compensation to property owners is at or below the County's approved Appraisal Waiver limit and when the acquisition is uncomplicated.

As part of the PFE, individual parcel worksheets will be prepared to estimate the amount of just compensation using comparable sales data determined by the appraiser and information obtained from Right of Way plans. All parcel worksheets will be combined into a project summary worksheet for review by the County. For those parcels that qualify for the Appraisal Waiver process, the individual parcel worksheets described above will be converted to Administrative Offer Summary (AOS) worksheets in-lieu of Appraisals. Offers to property owners that are based on AOS worksheets are considered Administrative offers. (Note: Completion of the PFE is required in order to take advantage of the Appraisal Waiver process. For offers of \$10,000 or more up to \$25,000, property owners must be informed in writing if the offer is not based on an appraisal, and that an appraisal will be provided if requested. This requirement could have a slight impact on the project schedule and budget).

## Deliverables:

- PFE provided by RH2.
- Administrative Offer Summary (AOS) worksheets (3 each) provided by RH2.

5. **Appraisal / Appraisal Review** – As mentioned above and if necessary, RH2 will contract directly with a qualified, experienced and state licensed Appraiser to complete Appraisal and Appraisal Review reports. RH2 has assumed all acquisitions will be below the County's approved Appraisal Waiver limit of \$25,000 and each will be uncomplicated. As such, all offers to property owners will be based on AOS worksheets as described in the PFE process above.

As noted above, property owners are entitled to an Appraisal report if they request one for those offers \$10,001 not to exceed \$25,000. If a property owner requests an Appraisal, one must be provided which could affect the ROW schedule and approved budget. In this instance, we will seek an opportunity to reach a reasonable Administrative Settlement to avoid an Appraisal. If Appraisals are needed, we will promptly inform RH2 and the County.

## Deliverables:

- Appraisals and Appraisal Reviews provided by RH2 if necessary.

6. **Present Offers / Negotiations** - Completed AOS worksheets discussed in Task 4 above will be submitted to the County for review and written approval to establish the amount of Just Compensation to each property owner. Upon written approval from the County, UFS will prepare each offer package and promptly present offers to owners of each tax parcel shown in Table A below to purchase all the required real property interests and negotiate in good faith to reach a settlement with each property owner(s). Offers will be presented in person when at all possible. If negotiations reach an impasse, UFS shall provide the County with written notification. If necessary, UFS will attempt to secure Administrative Settlements or Voluntary Possession and Use Agreements with the owner, allowing the project to move forward and the property owner additional time to negotiate. As a last resort, if the owner is unwilling to agree to a Voluntary Possession and Use Agreement, the file will be transmitted to the County's legal staff for mediation or filing of the condemnation action. UFS can be available to provide technical support for all mediation or condemnation as required.

We understand the importance of being readily accessible and will make ourselves available to each owner at their home or place of business with access to our office, office telephone, cellular phones and email. UFS Right of Way Specialist will be our primary point of contact with each property owner. Our team's focus will be to sensitively but consistently pursue agreements to avoid delay. We will maintain a concerted effort throughout the life of the project to build and maintain the best public relations with the owners and area stakeholders.

*Note:* The estimated time to complete acquisition negotiations for Tract F – owned by the Home Owners Association (HOA) of Uplands West Div. No. 2 is subject to change. Current HOA declaration of Covenants, Conditions and Restrictions refers the reader to the association's Articles of Incorporation and By-Laws. The real property conveyance method may require consents from a percentage of owners, a majority vote by owners, board approval or a combination thereof.

## Deliverables:

- Present Offers / Conduct Negotiations.

7. **Parcel Closing** - Prior to sending a settled acquisition package to the County for payment and closing, UFS will request an update on each title report from the designated Title Company to ensure ownership has not changed and new encumbrances or exceptions have not been recorded.

May 9, 2016 (R)

Upon review of updated title information and previously completed Parcel Title Summary Memo, UFS will provide advisory assistance to the County in determining the most appropriate method of closing each transaction. Subject to the County's Title Clearing policies, the method of closing can be completed in-house or through a reputable escrow firm.

*In-House Closing* – The County prefers all closings will be conducted In-House. Generally for low risk and uncomplicated title clearing, this method is subject to the County's title clearing policies and amount of acceptable risk. The signed conveyance documents and payment vouchers will be transmitted to the County for approval and processing. Simultaneously, UFS will coordinate with recommendations to the County for taking title to certain exceptions and encumbrances.

**Deliverables:**

- Completed Acquisition parcel files and records of all Right of Way Acquisition services.
- Submit signed conveyance documents to the County. County to record required documents and make payments directly to property owners.

**8. Right of Way Certification** – Since there are federal funds participating in the project, Right of Way Certification will be coordinated and completed through WSDOT Real Estate Services. Right of Way acquisition files will be prepared and completed to the satisfaction of a WSDOT Right of Way review to support federal aid participation. UFS will further coordinate right of way activities with WSDOT's Local Agency Coordinator, as needed throughout the project.

Deliverable: Right of Way Certification form for WSDOT review and approval.

Parcel Data			Real Property Rights to be Acquired	
No.	Tax Parcel No.	Owner/Taxpayer	Fee Simple	Consent to Use (Exist Easement)
1	S8335-02-0000E-0 Tract F	Uplands West Div. No. 2 - Tract F (HOA)	X	
2	R13336-496-1040	Maple Leaf Cemetery District No. 1	X	
3	R13336-480-1540	Burley, Mark L.	X	
4	R13336-480-1540	Puget Sound Energy (Power Easement)		X

**County / RH2 to provide the following:**

1. Preliminary Commitments (Title Reports) for all parcels impacted. If requested, UFS will order title reports or any updates. The title company will bill the County directly for each report.
2. Right of Way Plans and Drawings, Maps, Exhibits, Right of Way Staking, etc., as necessary.
3. Legal descriptions in electronic format for all real property rights to be acquired.
4. Form approval, in electronic format, of all legal conveyance documents prior to use (i.e. offer letters, purchase and sale agreements, escrow instructions, easements, deeds, leases and permits).
5. Contract directly with Appraiser(s) and be responsible for all real property valuation services including completion of a Project Funding Estimate, Administrative Offer Summary (AOS) worksheets and subsequent Appraisals and Appraisal Reviews if necessary.
6. Review and approval of all determinations of value, established by the project appraiser(s), and provide written authorization prior to offers being made to property owners.
7. Payment of any and all compensation payments to property owners, escrow services (if any), recording fees, legal services and any incidental costs which may arise necessary to complete each transaction.
8. County to record required documents and make payments directly to property owners.
9. Secure approval from USN prior to construction within roadway easement(s) previously conveyed to the County and City of Oak Harbor.

May 9, 2016 (R)

EXHIBIT E-6

Universal Field Services, Inc.

**Island County  
Crescent Harbor Road / Regatta Drive Intersection Improvements  
Right of Way Services**

**Fee Estimate**

**DIRECT SALARY COSTS (DSC)**

<u>Personnel</u>	<u>Hours</u>		<u>Rate</u>		<u>Cost</u>
1 Project Oversight	10.0	X	\$55.30	= \$	553
2 Project Manager	40.5	X	\$44.00	= \$	1,782
3 Acquisition Specialist	163.5	X	\$39.00	= \$	6,377
4 Sr Administrative Specialist	<u>49.0</u>	X	\$30.00	= \$	<u>1,470</u>
	<b>Total Hours</b>	<b>263.0</b>	<b>Subtotal Direct Salary Costs (DSC) = \$</b>		<b>10,182</b>
Overhead (OH)	<b>40.42%</b>			\$	4,115
Fixed Fee (FF)	<b>30%</b>			\$	<u>3,054</u>
<b>TOTAL DSC = \$</b>					<b>17,351</b>

**DIRECT NONSALARY COSTS (DNCS)**

Mileage	760	miles @ \$ 0.540	\$	410
Miscellaneous Expenses (see note 4 below)			\$	<u>450</u>
<b>TOTAL (DNCS) = \$</b>				<b>860</b>

**SUBCONSULTANTS**

N/A			\$	-
<b>TOTAL SUBCONSULTANT FEES = \$</b>				<b>-</b>

**TOTAL ESTIMATED AMOUNT = \$ 18,212**

**Notes:**

- 1.) Universal reserves the right to re-negotiate estimate total if Notice to Proceed not provided within 180 days from the date of this estimate.
- 2.) Mileage to be billed at \$0.540/mile or the approved IRS rate at the time mileage is incurred.
- 3.) See Table A in the Scope of Work for list of parcels impacted to be included in the PFE
- 4.) Reimbursable miscellaneous expenses, including but not limited to, mapping, photos, postage, parking, printing, ferry fees, etc., at cost - no markup.
- 5.) This fee estimate is based on the related Scope of Work dated May 9, 2016 (R).
- 6.) It is assumed federal funds are participating in the right of way acquisition phase.

**Island County  
Crescent Harbor Road / Regatta Drive Intersection Improvements  
Right of Way Services**

Parcel Information			Property Rights to be Acquired		Acquisition					Relocation					
No.	Tax Pcl No.	Owner	Fee Simple	Consent to Use (Exist Easement)	QA	PM	Neg	Admin	Mileage	QA	PM	Relo	Admin	Mileage	Relo Type
1	S8335-02-0000E-0 Tract F	Uplands West Div. No. 2 - Tract F (HOA)	X		1	6	36	8	150						
2	R13336-496-1040	Maple Leaf Cemetery District No. 1	X		1	6	24	8	150						
3	R13336-480-1540	Burley, Mark L.	X		1	10	58	12	200						
4	R13336-480-1540	Puget Sound Energy (Power Easement)		X	1	5	32	6	100						
Attend kick off meeting (RH2 Bellingham Office)					4	4	4	0	160						
Coordinate three (3) progress meetings via Conference calls with RH2					0	3	3	2	0						
Provide six (6) monthly progress reports					0	1.5	1.5	3	0						
Coordinate County approval of Acquisitions forms and documents for Project use					1	2	0	2	0						
Prepare three (3) Parcel Title Summary Memo's					0	0	3	3	0						
Assist County in development of Introduction Letters to property owners					0	1	0	1	0						
Assist County through ROW Certification process with WSDOT					1	2	2	4	0						
					10	40.5	163.5	49	760	0	0	0	0	0	

EXHIBIT E-6

ORIGINAL PAGE NO. 11 OF 11 PAGES



# ISLAND COUNTY HUMAN RESOURCES

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

Melanie R. Bacon  
Director

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

## ***August 3, 2016 Work Session:***

- ***Job Requisitions***

- Public Works**

- Solid Waste Attendant I, replacement, R-7

**Job Requisition 2016-067**

- Prosecuting Attorney**

- DPA, replacement, TM 14

**Job Requisition 2016-068**

- Human Services**

- School-Based Care Coordinator, new, C-10

**Job Requisition 2016-069**

- School-Based Mental Health Coordinator, replacement & increase in FTE, C-11

**Job Requisition 2016-070**

- ***Onsite Lean Training***



**ISLAND COUNTY  
PLANNING & COMMUNITY DEVELOPMENT**

**COMMISSIONERS AGENDA**  
*Current Use Planning & Community Development*  
*- Work Session -*

**August 3, 2016**

---

**Subject/Description: Schedule update for the proposed phase II amendments to Title 16 and 17 of Island County Code**

Attachment: Yes – Memo

Action Requested: *Discussion only*

Follow up:



## ISLAND COUNTY PLANNING & COMMUNITY DEVELOPMENT

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

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~ MEMORANDUM ~

**TO: Board of Island County Commissioners**

**FROM: Hiller West, Director**

**DATE: July 28, 2016**

**SUBJECT: Schedule update for proposed amendments to Titles 16 and 17 ICC**

At the June 15 Board meeting, staff reviewed with the Board the matrix of proposed amendments to ICC Title 16 (Planning and Subdivisions) and Chapter 17.03 (Zoning Code). The Board requested staff provide a schedule update for this project at an upcoming meeting.

The Planning Commission held their final workshop on the proposed amendments at their July 25<sup>th</sup> meeting, and scheduled a public hearing for their August 22<sup>nd</sup> meeting. At the workshop, the consensus of the Planning Commission was in favor of addressing farmworker housing at a later time, with more participation by the agricultural community. There was also a consensus in favor of adopting a definition for winery that is taken from WA State statute (RCW 66.04).

Following the public hearing, the Planning Commission will move towards a decision regarding the proposed amendments, and request findings and conclusions for adoption in September. I would anticipate a recommendation to be forwarded by the Planning Commission to the Board in late September or early October.

Please let me know if you have any questions.



**ISLAND COUNTY  
PLANNING & COMMUNITY DEVELOPMENT**

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

**August 3, 2016**

---

**Subject/Description: Brief overview of the July open houses**

Attachment: No

Action Requested: *Discussion only*

Follow up:

**Subject/Description: Disposition of the implementation section of the Island County Comprehensive Plan**

Attachment: No

Action Requested: *Discussion only*

Follow up:

**HUMAN SERVICES**  
**Work Session Agenda**  
**August 3, 2016**

1. Subject: Contract Amendment with Big Brothers Big Sisters of Island County  
Description: Add \$20,899 to Contract HS-19-16 and extend contract by one year.  
Attachment: Yes  
Proposed Action: Move forward for BOCC approval
  
2. Subject: Contract Amendment with Service Alternatives, Inc.  
Description: Add \$375,000 to Contract HS-25-15 and extend contract by one year  
Attachment: Yes  
Proposed Action: Move forward for BOCC approval
  
3. Subject: Contract Amendment with Sherwood Community Services  
Description: Add \$80,000 to Contract HS-28-15 and extend contract by one year  
Attachment: Yes  
Proposed Action: Move forward for BOCC approval
  
4. Subject: Contract Amendment with Washington Vocational Services  
Description: Add \$112,000 to Contract HS-26-15 and extend contract by one year  
Attachment: Yes  
Proposed Action: Move forward for BOCC approval
  
5. Subject: School Based Mental Health Program  
Description: Update  
Attachment: No  
Proposed Action: Discussion



# CONTRACT REVIEW FORM

Risk Management  
Contract Control Number:  
RM-HS-2016 - 259

<b>Contract With:</b>	Big Brothers Big Sisters of Island County	
<b>Human Services Program:</b>	Prevention	
<b>Department Contact:</b>	Jaime Montoya Ext. 7970	<b>Request Date:</b> 6/29/16
<b>Effective Date of Contract:</b>	10/15/15	<b>Term of Contract:</b> 1 year 8.5 months
<b>Effective Date of Amendment:</b>	7/1/16	10/15/15-6/30/17
<b>Contract \$ Amount:</b>	<u>\$41,798</u>	<b>Contract Number:</b> HS-19-16(1)
<b>Prior Contract \$ Amount:</b>	<u>\$20,899</u>	
<b>Amendment \$ Amount:</b>	<u>\$20,899</u>	<b>Amendment No.:</b> 1
<b>Circle One:</b>	[ BID ] <u>[ NO BID ]</u> [ RFQ/RFP ]	
* If "NO BID" identify exemption to mandatory bidding = ICC2.29.030(B)(3)		
<b>Funds Available</b>	<u>1563-42478 Dedicated MJ Funds</u>	
[ Budgeted ]	[ Grant ]	[ Grant Match % ]
<b>Return to Originating Department by:</b> ASAP		or call for pick up, ext. # <u>7970</u>

RECEIVED

**ACTION REQUIRED:** 16-0233 JUN 30 2016

ISLAND COUNTY  
PROSECUTING ATTORNEY

**A. Review by Prosecuting Attorney** Date to Risk Management under separate cover = [ 7 / 1 / 16 ]

Harriet B. Mitchell 7/1/16 or Comments  
Approved as to Form Date

Comments: Subject to changes identified in yellow highlighter  
2 pages tabbed with yellow post-it notes.

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

E. Marlou 7/14/2016 or Comments  
Approved Date

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

Other notes:

Second Review see page 2 Reverse Side

RECEIVED

JUL 14 2016

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

GEN SVCS ADMIN



**EXHIBIT D(1)**  
**STATEMENT OF WORK**  
**Big Brothers Big Sisters of Island County**  
**Community Based Mentoring**

**SERVICE DEFINITION**

For the purpose of this contract the Primary Risk Factor to be addressed is **Favorable Attitudes toward Alcohol and Drug Use (incorporates Lack of perception of Harm)**. The Contractor's Community Based Mentoring Program matches an adult volunteer and a child with the expectation that a caring and supportive relationship will develop. Children who are attached to positive families, friends, schools and community and who are committed to achieving the goals valued by these groups are less likely to develop problems in adolescence.

**PERFORMANCE REQUIREMENTS**

1. The Contractor shall ensure that all funding provided pursuant to this contract will be used to provide services to a discrete population of Big Brothers Big Sisters matches from Oak Harbor, Washington and that these matches shall be in addition to the number of Island County youth that would have received mentors without the funding provided by this contract.
2. The Contractor shall provide ongoing support/case management services, as well as track outcome and process evaluation results, for mentor/mentee matches that were made as a result of the Community Based Mentor contract between the County and the Contractor during the 2015/2016 contract year and that were still active matches on July 1, 2016.
3. These matches (approximately 13 matches per budget year) will become the discrete group of existing mentee/mentor matches to begin the Oak Harbor Youth Coalition funded Community Based Mentoring program for this contract period, October 15, 2015 through June 30, 2017.
4. The Contractor shall give priority to youth between the ages of 6 – 15 residing with single-parent families in Oak Harbor, Washington.
5. The Contractor shall ensure that the volunteer mentors are age 19 or over and that they commit to work with their mentee a minimum of six months and meet with the mentee at least 2-4 times a month for at least 2-4 hours per outing.
6. The Contractor shall ensure that professional caseworkers will follow the guidelines established by the Big Brothers Big Sisters organization and that are outlined in The Service Delivery Model which will include details relating to Recruitment, Orientation, Volunteer Screening, Youth Assessment, Matches, and Supervision.

7. No reductions shall be made in the amount of service/activities stated in this agreement without 30 days prior written notice to the County specifying the reason for the reduction, the amount reduced and the effective date of the reductions
8. If the Contractor fails to provide the prevention services/activities as stated in this agreement, the County reserves the right to reduce the Prevention funds awarded in this contract.

### **EVALUATION**

1. The Contractor shall ensure that the program is evaluated by using a Youth Outcomes Survey Form developed by Big Brothers Big Sisters of America and the Search Institute. This evaluation will continue throughout the life of the match.
2. The Contractor shall ensure that the following short term outcomes are focused on as a part of the program evaluation:
  - a. Mentee's increased trust in the Mentor
  - b. Improved relationships with their family,
  - c. Improved attitude towards school.
3. The Contractor shall ensure that an interview or written survey is scheduled every twelve months for the parent and/or the volunteer Mentor for each youth.
4. The Contractor shall provide all required reports, on a monthly basis, using the Division of Behavioral Health and Recovery's online Performance Base Prevention System (PBPS). This information shall include; demographic data, such as name, age/age range, gender, ethnicity, the number of services by service code, etc.

**EXHIBIT E(1)**

**BUDGET SUMMARY**

**Budget Period: October 15, 2015 – June 30, 2016**

<b>Direct Service: Community Based Mentoring at risk children</b>	
Salary benefits: Match Coordinator/Case Manager	\$ 15,251.00
Professional Services - QA Child Safety	623.00
Program Supplies	4,620.00
Travel	330.00
Printing	75.00
<b>Subtotal</b>	<b>\$ 20,899.00</b>

**Budget Period: July 1, 2016 – June 30, 2017**

<b>Direct Service: Community Based Mentoring at risk children</b>	
Salary benefits: Match Coordinator/Case Manager	\$ 15,251.00
Professional Services - QA Child Safety	623.00
Program Supplies	4,620.00
Travel	330.00
Printing	75.00
<b>Subtotal</b>	<b>\$ 20,899.00</b>





**EXHIBIT F(1)  
STATEMENT OF WORK**

**SERVICE ALTERNATIVES  
CAREER PATH SERVICES QUALIFIED PROVIDER AGREEMENT**

**I. INTRODUCTION AND INTENT**

- A. This contract implements a Career Path Services model for individuals with developmental disabilities to pursue and/or maintain individual community employment. This contract reflects the community values and targeted goals outlined in the County Guidelines. The DSHS work order for the July 1, 2015 – June 30, 2017 fiscal year must adhere to the County Guidelines, DDA Policy 4.11, regarding “County Services for Working Age Adults,” and DDA Policy 6.13 regarding “Program Provider Qualifications” available at <http://www1.dshs.wa.gov/DDD/counties.shtml> and incorporated herein by reference.
- B. Key components of the contract include:
1. For all participants, a priority emphasis on individual community employment, with the expectation of movement within a career path toward individual community employment goals.
  2. Individualized services based on a Career Path Service Plan that is updated annually for each participant.
  3. Participant ability to choose from a qualified provider, and enter into a service relationship based on a partnership of effort towards the participant’s career path goal, as prescribed in the participant’s Career Path Service Plan.
  4. Individualized funding based on the support needs including acuity scores and work history of each participant.
  5. Portability of funding when a participant changes qualified providers. Funding will follow the participant on a pro-rated basis.
  6. Development of natural community supports for participants, in conjunction with, but not over-reliance on, use of public funds.
  7. Liaison and coordination with families and residential services, in order to maximize resources.

**II. DEFINITIONS**

- A. DSHS: Washington State Department of Social and Health Services.
- B. DDA: Developmental Disabilities Administration, DSHS.
- C. Agency Enrollment Report: A report that lists each participant authorized for services, his or her Individual Funding Rate, funding code, and DDA case manager.

- D. Career Path Services: Individualized vocational services based on a Career Path Service Plan which is designed to support a participant to pursue and/or maintain community employment. Key elements include:
  - 1. Services are individualized for each participant;
  - 2. Services are based on individual choices, preferences, and support needs;
  - 3. Career Path planning and development is the basis for determining services; and
  - 4. All participants are supported to achieve individual community employment.
- E. Career Path Service Plan: Planning tool used to design and document a participant's individualized Career Path Service.
- F. Contracting Organization: A vendor, a for-profit or non-profit agency, under contract with the Island County Human Services.
- G. County Guidelines: The guidelines issued by DDA July 1992 that direct counties in their implementation of developmental disabilities supports and services.
- H. County Service Authorization: DSHS Form Number 14-219 used by DDA to authorize participants for County services.
- I. Funding Exception: Specialized funding for participants who have extensive and/or unique support needs, authorized through the County's formal Procedure for Participant funding Requests, incorporated herein by this reference.
- J. Individual Funding: The hourly rate for each service is established by DDA as \$67 per hour for Individual Supported Employment and \$30 per hour for Community Access. The funding assigned to an individual participant is based on his or her support needs, including acuity score and work history, approved by the County and DDA case manager.
- K. Participant: Individual with a developmental disability, authorized for service by DDA.
- L. Participant Funding Request: A request made by the Contracting Organization for a Change in hours per month for a participant, authorized through the County's formal Procedure for Participant Funding Requests, incorporated herein by this reference.
- M. Change in Hours: An increase or decrease of a participant's hours per month based on the support needs, acuity, and work history of a participant, authorized through DDA's County Service Authorization, incorporated herein by this reference.
- N. Service Setting: The location where services take place. Services provided for participants shall take place in the following setting as part of a career path:
  - 1. Community: This setting includes all situations designed on an individual basis in which the participant is involved in work or activities available to the general public and not designed specifically for individuals with disabilities. Participation in community settings must relate to the Career Path Service Plan and must emphasize the development of natural supports.

The Contracting Organization shall establish employment opportunities for participants in local businesses on a one-person/one-job basis, in self-employment, or other work options.

### III. PROGRAM REQUIREMENTS

- A. **Key staff member:** The Contracting Organization shall designate a key staff member to be responsible for the targeted outcomes of this contract, coordination with the County program coordinator, and the overall contract effort. This key staff person must have adequate training, knowledge, and experience for this role as agreed upon by the County. The Contracting Organization shall notify the County of a change in the designated key staff member. The designated key staff person must maintain current knowledge of the Career Path Service system.
- B. **General service provision:** The Contracting Organization shall support all participants, regardless of the severity of disability, to develop a Career Path Service Plan to determine the kind of support they need to move along a career path. Each participant's Career Path Service will be unique to his or her Career Path Service Plan and should demonstrate increasing involvement in the employment market, development of community connections, and continued movement toward inclusive settings and community employment. The participant's Career Path Service Plan is the basis for entering into a service agreement with a qualified provider of his or her choice, using the plan to outline the types of supports provided to the participant. While on the career path, some participants may need more support than others and may spend a significant amount of time in activities that will prepare the participant for future community employment. Participants may also be supported in a variety of settings and in a broad range of activities that will contribute to their career path goal. At the end of the career path, participants may be supported in retirement activities that will keep them connected to their community.
- C. **The Career Path Service Plan:** The Contracting Organization shall conduct a minimum of one individualized planning meeting annually, to be reflected in the Career Path Service Plan, for each participant. The Contracting Organization shall ensure that each participant has a plan written within sixty (60) days of the fully executed County Service Authorization. The Contracting Organization will strive to meet the targeted needs and employment choices derived from the planning session. The Contracting Organization shall utilize a plan format approved by the County to include interests and skills of the participant, employment preferences, responsibilities of the Contracting Organization and the participant, career path goals, participant satisfaction with services, and strategies that lead to paid employment in the community. The plan must be signed by the participant and is meant to serve as a service agreement between the participant and the Contracting Organization. The participant may choose to revise his or her plan at any time by notifying the Contracting Organization.
- D. **Planning services:** The Contracting Organization shall assist each participant to choose members of his or her planning team. If the participant does not have a Career Path Service Plan when he or she selects a qualified provider, the Contracting Organization shall explain all available planning options to the participant.
- E. **Individual Supported Employment:** The Contracting Organization shall make available an array of individually designed supports based on each participant's Career Path Service Plan. These services help a client obtain and continue integrated, individual employment in the community. These services may include creating work opportunities through job development, support to the employee's supervisors and/or peer workers to enable them to support the person on the job, on-the-job training, and modification of work site or tasks, employment retention and

follow along support, and development of career and promotional opportunities. This may also include job modification, transportation assistance, or other services needed for the participant to maintain employment. For participants not yet employed in the community, this may include community-based assessments, job shadowing, skill building, job search activities, development of support networks, volunteer experiences, and connection to activities accessed by all citizens that give the participant experience in the community and enhance their employability.

- F. **Participant agreement:** The Contracting Organization shall inform the participant in writing of their rights and responsibilities as a participant of Career Path Services, what services the participant can expect from the Contracting Organization, and their right to change to a different Career Path Service Qualified Provider at any time.
- G. **Volunteer situations:** The Contracting Organization shall ensure that participants engage in volunteer opportunities according to Department of Labor standards. Ongoing volunteer situations may only occur in non-profit organizations that utilize volunteers on a regular basis. The Contracting Organization shall not allow participants to volunteer at the Contracting Organization agency except on a time-limited basis to assess job skills or provide a short-term skill-building opportunity. All volunteer situations must be regularly assessed for continued progress toward paid community employment.
- H. **Community Access:** As authorized by the participant's DDA case manager, the Contracting Organization may offer community access services to participants who are age sixty-two (62) or older who have retired or who made a good faith effort to work for nine months and then choose not to work yet need assistance to access services in the community. Services are provided in the community to enhance or maintain the persons' competence, integration, physical or mental skill. Services assist individuals to build relationships with community members of similar age and interests while participating in integrated activities, events and organizations in the local community.
- I. **Natural supports:** The Contracting Organization shall develop natural community supports for participants whenever possible in community settings. This includes coordination with employers, co-workers, families, residential providers, and other employment and community resources as needed in order to maximize all support resources available to the participant.
- J. **Participant employment hours:** For all employed participants, the Contracting Organization shall target a minimum of 20 hours per week of paid employment for each participant. Work situations of less than 20 hours per week will require justification of the circumstances documented on the Career Path Service Plan.
- K. **Participant activity hours:** The Contracting Organization shall provide the County with data on career path activity hours and outcomes for each participant, including participant wages, hours worked, volunteer hours, employment history, career path goals, and other information as required.
- L. **Participant wages and benefits:** For participants employed in community settings, the Contracting Organization shall ensure that participants' wages and benefits are based on the appropriate and fair industry-accepted norms and are commensurate with co-workers doing the same work. The Contracting Organization will support each participant to review information about his/her wages, productivity, benefits, and work hours at least annually.

- M. **Other funding sources:** The Contracting Organization shall investigate and utilize for those who are eligible, Department of Vocational Rehabilitation (DVR) and Department of Services for the Blind (DSB) funding, Social Security work incentive programs such as a Plan for Achieving Self Support (PASS) and Impairment-Related Work Expense (IRWE).
- N. **Quality assurance and monitoring:** The Contracting Organization will participate with the County in reviews of this contract. Quality assurance may also include the review of individual participant files if billing discrepancies are noted during regular County review of data received, or if a request for a service review is made by a participant or participant advocate. These reviews will assist the County and Contracting Organization in mutual determination of technical assistance needs or other strategies that may enhance contractual outcome success.
- O. **Staffing:** The Contracting Organization shall ensure that appropriate staffing levels and training interventions shall occur at a level to meet the needs of each participant and support the attainment of the career path goal documented in each participant's Career Path Service Plan. The Contracting Organization shall ensure that staff members are adequately trained and supervised to provide quality services. The Contracting Organization shall develop and maintain an effective orientation checklist and training process for staff members.
- P. **Strategic plan:** The Contracting Organization shall have a formal planning process that results in a written strategic planning document that outlines the Contracting Organization's mission, goals, and action plans relevant to the provision of services under contract with the County. It shall also contain information and data on progress toward meeting the Contracting Organization's goals, service outcomes as described in this Statement of Work (Section IV.), participant satisfaction, staff development and retention, and funding management.
- Q. **Community relations:** The Contracting Organization shall demonstrate the ability to establish and maintain effective relationships with local community employers and organizations. The Contracting Organization shall maintain a list of employers and organizations they are currently involved with via participant employment situations, participant volunteer situations, or other business connections.
- R. **Collaboration with DDA:** The Contracting Organization shall keep the participant's DDA case manager informed of any major changes in the participant's program including funding or support changes, and the start or loss of a job. The Contracting Organization will also assist the County and case managers as needed to project yearly funding costs for each participant.

#### IV. OUTCOMES

In addition to the general outcomes that will be reviewed in conjunction with the monitoring of the Program Requirements, the following key indicators will be tracked by the Contracting Organization and reported as part of the monthly data requirements:

- A. The Contracting Organization shall develop, for each participant, paid individual community employment, volunteer opportunities, or access to community contribution within six (6) months of each participant's enrollment in Career Path Services.
- B. Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his or her living expenses. Clients should average twenty (20) hours work per week or eighty-six (86) hours per month.

The amount of service a client receives should be based on his/her demonstrated need and acuity level.

- C. Prior to beginning service the provider will clearly communicate to the client the maximum service hours per month they can expect to receive. The service provider will also communicate the service hour information to the County. If a change in the maximum service hour(s) is expected, the client will be informed prior to the change. The client maximum service hour(s) will correlate with the CMIS Planned Rates information. The client semi-annual progress reports currently referenced in DDA Policy 4.11 (County Services for Working Age Adult) will also include the client service hours received from the provider.
- D. All clients will be contacted by Contracting Organization according to client need or at least once per month.
- E. If clients in Individual Supported Employment have not obtained paid employment within six (6) months the Contracting Organization will assure the following steps:
  - 1. Review of the progress towards employment goals;
  - 2. Consultation with the family/client; and
  - 3. Development of additional strategies with the family/client, county staff, employment support staff, and the DDA Case Resource Manager. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional/new strategies will be documented for each client and kept in the client's file(s).

If after twelve (12) months the client remains unemployed an additional review will be conducted. The Contracting Organization will address steps outlined in the previous six (6) month progress report. After nine months the client may request to participate in Community Access activities or the client can choose to remain in an employment program.

- F. As a result of this contract, the Contracting Organization shall track and shall make measurable progress with key quality indicators, including:
  - 1. Employment rates, replacement rate for participants who become unemployed, job retention history, types of jobs procured, and job matches for participants that reflect preferences and interests documented on the participant's Career Path Service Plan.
  - 2. Increases in participant wages, benefits, hours of work, and opportunities for promotion or career changes.
  - 3. Overall increase in opportunities for paid community employment, community inclusion, volunteer positions, and community membership situations.
  - 4. For participants not already employed in the community, increased inclusion in the community at large, with documented opportunities supported by the Contracting Organization to experience community connections, community-based assessments, job tryouts, and active involvement in community organizations and activities.

5. Development of Career Path Service Plans for all participants, reflecting employment preferences, interests, skills, support needs, career path goals, and participant satisfaction with services.
6. Demonstrated progress made on career path goals identified for each participant.
7. Demonstrated increase of training in and participant use of alternative transportation including use of public transportation.
8. Demonstrated utilization of DVR, DSB, PASS/IRWE and other fiscal or natural supports in conjunction with contract funds on behalf of participants.
9. Demonstrated increase in co-worker support and other natural supports at employment sites and in the community.
10. Utilization of resources to meet the variable needs of participants with a range of support needs.

## **V. CONTRACTING ORGANIZATION REIMBURSEMENT METHODS**

### **A. Reimbursement Definitions**

1. Staff support is defined as time on behalf of the program participant providing services such as planning, assessment and evaluation to determine career choices and necessary supports, coordination with family, residential services or other support systems, collaboration with school districts or other organizations with which the participant is affiliated, job development and placement, transportation training, on the job training or other skills training for the participant or employer as necessary for successful employment, co-worker training, follow-along services to secure job retention, post-employment support to the participant and employer as needed, ongoing career development support, and replacement in employment if needed. Staff support also includes staff time spent in assisting participants to gain community presence through active participation in community organizations and other activities accessed by others in the community at-large which relate to the participant's career path goals. This can include supports for volunteer work or other active involvement in neighborhood or civic organizations. This can also include planning and scheduling services for a participant, making collateral contacts for a participant, consulting about a participant, or completing documentation of a service provided.
2. Client activity is defined as time the participant is engaged in employment or other activities supervised or facilitated by the Contracting Organization that are related to the participant's Career Path Service Plan.

### **B. Requirements and Procedures**

1. The Contracting Organization shall serve persons for whom there is a valid County Service Authorization.
2. The County shall reimburse the Contracting Organization on an hourly basis based on an hourly rate.

3. Individual Hours per Month will be based on the support needs and acuity of each participant as he or she moves along his or her career path. The appropriate number of hours for each participant will be determined by the DDA case manager, the County and the Contracting Organization and will be indicated on the participant's County Service Authorization.
4. It is expected that the Contracting Organization shall support each participant to the extent necessary to achieve career path goals as stated in the participant's Career Path Service Plan.
5. If there is a change in a participant's support needs, the Contracting Organization may request a change in hours using the County's formal Procedure for Participant Funding Requests. All hour changes must be documented by the Contracting Organization on a Participant Funding Request form and approved by the County and DDA Case Manager. Rate Changes may be limited by the availability of funding.
6. Funding Exceptions: The Contracting Organization may request a Funding Exception for a participant who needs specialized funding for extensive and/or unique support needs. The amount of the Funding Exception shall be negotiated with DDA Case Manager and the County through the County's formal Procedure for Participant Funding Requests and documented on a Participant Funding Request Form. Funding Exceptions are limited by the availability of funding and will be reviewed by the DDA and County on a monthly basis.
7. Staff support hours: The Contracting Organization shall ensure that all hours of staff support for a participant will have clear and dated documentation, including case notes. All documentation of activity for billing, including staff case notes, must relate to the participant's Career Path Service Plan, be legible, and be periodically reviewed by a supervisor or other responsible staff of the Contracting Organization. Hours of service should be logged to the nearest quarter hour and should specify home visits, phone calls, and other types of activity related to the participant's service. All staff support hours that are shared with one or more other participants, such as a job club class must be divided by the number of participants being served by that staff support hour and documented as such in the corresponding case notes.

#### C. Individual Funding Rates

1. Provider will be paid at a reimbursement rate of \$67/hour for Individual Employment Services.
2. Provider will be paid at a reimbursement rate of \$30/hour for Community Access Services.
3. Provider will be paid at a reimbursement rate of \$67/hour for School to Work Services.

## VI. SCHOOL TO WORK

The purpose of School to Work efforts are to provide employment related services to individuals with developmental disabilities who will be exiting school. This is a collaborative effort with school districts, Department of Vocational Rehabilitation (DVR), Developmental Disabilities Administration (DDA), provider, and the County.

### **Eligibility:**

1. The students will be mutually selected and agreed upon by DVR, the County, and DDA Case Resource Manager.
  2. Each student will have a DVR Individual Plan for Employment (IPE) with a DVR approved employment goal that requires County long term services in order to be achieved.
- A. During the months of July through June the provider shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
- B. Services will include assisting student to enroll as a client of DDA, DVR, Plan to Work, and Social Security and collaboration with school staff to complete one or all of the following: individualized Community Based Assessment (CBA), Job placement, and Intensive Training Services (ITS). These services will be individualized, mutually agreed upon, and documented on a DVR School to Work Service Delivery Outcome Plan (SDOP).
- C. Monthly progress reports must be submitted to the County, the school district, and the DVR representative within seven (7) days of the end of the reporting month. These reports are for each individual student and must document the following:
1. Progress, Areas of Concern, and Next Steps for the student in their pursuit of paid employment by June of 2017.
  2. Community Based Assessment (CBA) – completion of CBA as specified in SDOP that contains CBA which includes student completion of the service and answers to all the specified questions.
  3. Job Placement – completion as specified in the SDOP and the results including but not limited to the name of employer student was placed at, job title, hourly wage, number of hours per week, and any fringe benefits.
  4. Intensive Training Services (ITS) – completion of ITS as specified in the SDOP including the date the student was considered stable in job performance and transitioned to long term individual supported employment (ISE).



# CONTRACT REVIEW FORM

Risk Management  
Contract Control Number:  
RM-HS-2016-297

<b>Contract With:</b>	Sherwood Community Services		
<b>Human Services Program:</b>	Developmental Disabilities -CA, ISE, S2W		
<b>Department Contact:</b>	Jaime Montoya Ext. 7970	<b>Request Date:</b>	5/23/16
<b>Effective Date of Contract:</b>	7/1/15	<b>Term of Contract:</b>	2 years
<b>Effective Date of Amendment:</b>	7/1/16		7/1/16-4/30/17
<b>Contract \$ Amount:</b>	<u>\$131,000</u>	<b>Contract Number:</b>	HS-28-15(2)
<b>Prior Contract \$ Amount:</b>	<u>\$51,000</u>		
<b>Amendment \$ Amount:</b>	<u>\$80,000</u>	<b>Amendment No.:</b>	<u>2</u>
<b>Circle One:</b>	[ BID ]	[ <u>NO BID</u> ]	[ RFQ/RFP ]
* If "NO BID" identify exemption to mandatory bidding = ICC2.29.030(B)(3)			
<b>Funds Available</b>	<u>Millage</u> [ Budgeted ]	<u>DDD #1563-43220</u> [ Grant ]	<u>RECEIVED</u> [ Grant Match % ]
<b>Return to Originating Department by:</b>	ASAP	or call for pick up, ext. # 7970	

JUN 29 2016

### ACTION REQUIRED:

16-0240

ISLAND COUNTY  
PROSECUTING ATTORNEY

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

[Signature] 7/12/16  
Approved as to Form Date

or Comments

Comments: Subject to edit

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

[Signature] 7/14/2016  
Approved Date

or Comments

Comments: RECEIVED

JUL 13 2016

Other notes:

GEN SVCS ADMIN

Second Review see page 2 Reverse Side

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



**EXHIBIT F(1)  
STATEMENT OF WORK**

**SHERWOOD COMMUNITY SERVICES  
CAREER PATH SERVICES QUALIFIED PROVIDER AGREEMENT**

**I. INTRODUCTION AND INTENT**

- A. This contract implements a Career Path Services model for individuals with developmental disabilities to pursue and/or maintain individual community employment. This contract reflects the community values and targeted goals outlined in the County Guidelines. The DSHS work order for the July 1, 2015 – June 30, 2017 fiscal year must adhere to the County Guidelines, DDA Policy 4.11, regarding “County Services for Working Age Adults,” and DDA Policy 6.13 regarding “Program Provider Qualifications” available at <http://www1.dshs.wa.gov/DDD/counties.shtml> and incorporated herein by reference.
- B. Key components of the contract include:
1. For all participants, a priority emphasis on individual community employment, with the expectation of movement within a career path toward individual community employment goals.
  2. Individualized services based on a Career Path Service Plan that is updated annually for each participant.
  3. Participant ability to choose from a qualified provider, and enter into a service relationship based on a partnership of effort towards the participant’s career path goal, as prescribed in the participant’s Career Path Service Plan.
  4. Individualized funding based on the support needs including acuity scores and work history of each participant.
  5. Portability of funding when a participant changes qualified providers. Funding will follow the participant on a pro-rated basis.
  6. Development of natural community supports for participants, in conjunction with, but not over-reliance on, use of public funds.
  7. Liaison and coordination with families and residential services, in order to maximize resources.

**II. DEFINITIONS**

- A. DSHS: Washington State Department of Social and Health Services.
- B. DDA: Developmental Disabilities Administration, DSHS.
- C. Agency Enrollment Report: A report that lists each participant authorized for services, his or her Individual Funding Rate, funding code, and DDA case manager.

- D. Career Path Services: Individualized vocational services based on a Career Path Service Plan which is designed to support a participant to pursue and/or maintain community employment. Key elements include:
1. Services are individualized for each participant;
  2. Services are based on individual choices, preferences, and support needs;
  3. Career Path planning and development is the basis for determining services; and
  4. All participants are supported to achieve individual community employment.
- E. Career Path Service Plan: Planning tool used to design and document a participant's individualized Career Path Service.
- F. Contracting Organization: A vendor, a for-profit or non-profit agency, under contract with the Island County Human Services.
- G. County Guidelines: The guidelines issued by DDA July 1992 that direct counties in their implementation of developmental disabilities supports and services.
- H. County Service Authorization: DSHS Form Number 14-219 used by DDA to authorize participants for County services.
- I. Funding Exception: Specialized funding for participants who have extensive and/or unique support needs, authorized through the County's formal Procedure for Participant funding Requests, incorporated herein by this reference.
- J. Individual Funding: The hourly rate for each service is established by DDA as \$67 per hour for Individual Supported Employment and \$30 per hour for Community Access. The funding assigned to an individual participant is based on his or her support needs, including acuity score and work history, approved by the County and DDA case manager.
- K. Participant: Individual with a developmental disability, authorized for service by DDA.
- L. Participant Funding Request: A request made by the Contracting Organization for a Change in hours per month for a participant, authorized through the County's formal Procedure for Participant Funding Requests, incorporated herein by this reference.
- M. Change in Hours: An increase or decrease of a participant's hours per month based on the support needs, acuity, and work history of a participant, authorized through DDA's County Service Authorization, incorporated herein by this reference.
- N. Service Setting: The location where services take place. Services provided for participants shall take place in the following setting as part of a career path:
1. Community: This setting includes all situations designed on an individual basis in which the participant is involved in work or activities available to the general public and not designed specifically for individuals with disabilities. Participation in community settings must relate to the Career Path Service Plan and must emphasize the development of natural supports.

The Contracting Organization shall establish employment opportunities for participants in local businesses on a one-person/one-job basis, in self-employment, or other work options.

### III. PROGRAM REQUIREMENTS

- A. **Key staff member:** The Contracting Organization shall designate a key staff member to be responsible for the targeted outcomes of this contract, coordination with the County program coordinator, and the overall contract effort. This key staff person must have adequate training, knowledge, and experience for this role as agreed upon by the County. The Contracting Organization shall notify the County of a change in the designated key staff member. The designated key staff person must maintain current knowledge of the Career Path Service system.
- B. **General service provision:** The Contracting Organization shall support all participants, regardless of the severity of disability, to develop a Career Path Service Plan to determine the kind of support they need to move along a career path. Each participant's Career Path Service will be unique to his or her Career Path Service Plan and should demonstrate increasing involvement in the employment market, development of community connections, and continued movement toward inclusive settings and community employment. The participant's Career Path Service Plan is the basis for entering into a service agreement with a qualified provider of his or her choice, using the plan to outline the types of supports provided to the participant. While on the career path, some participants may need more support than others and may spend a significant amount of time in activities that will prepare the participant for future community employment. Participants may also be supported in a variety of settings and in a broad range of activities that will contribute to their career path goal. At the end of the career path, participants may be supported in retirement activities that will keep them connected to their community.
- C. **The Career Path Service Plan:** The Contracting Organization shall conduct a minimum of one individualized planning meeting annually, to be reflected in the Career Path Service Plan, for each participant. The Contracting Organization shall ensure that each participant has a plan written within sixty (60) days of the fully executed County Service Authorization. The Contracting Organization will strive to meet the targeted needs and employment choices derived from the planning session. The Contracting Organization shall utilize a plan format approved by the County to include interests and skills of the participant, employment preferences, responsibilities of the Contracting Organization and the participant, career path goals, participant satisfaction with services, and strategies that lead to paid employment in the community. The plan must be signed by the participant and is meant to serve as a service agreement between the participant and the Contracting Organization. The participant may choose to revise his or her plan at any time by notifying the Contracting Organization.
- D. **Planning services:** The Contracting Organization shall assist each participant to choose members of his or her planning team. If the participant does not have a Career Path Service Plan when he or she selects a qualified provider, the Contracting Organization shall explain all available planning options to the participant.
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follow along support, and development of career and promotional opportunities. This may also include job modification, transportation assistance, or other services needed for the participant to maintain employment. For participants not yet employed in the community, this may include community-based assessments, job shadowing, skill building, job search activities, development of support networks, volunteer experiences, and connection to activities accessed by all citizens that give the participant experience in the community and enhance their employability.

- F. **Participant agreement:** The Contracting Organization shall inform the participant in writing of their rights and responsibilities as a participant of Career Path Services, what services the participant can expect from the Contracting Organization, and their right to change to a different Career Path Service Qualified Provider at any time.
- G. **Volunteer situations:** The Contracting Organization shall ensure that participants engage in volunteer opportunities according to Department of Labor standards. Ongoing volunteer situations may only occur in non-profit organizations that utilize volunteers on a regular basis. The Contracting Organization shall not allow participants to volunteer at the Contracting Organization agency except on a time-limited basis to assess job skills or provide a short-term skill-building opportunity. All volunteer situations must be regularly assessed for continued progress toward paid community employment.
- H. **Community Access:** As authorized by the participant's DDA case manager, the Contracting Organization may offer community access services to participants who are age sixty-two (62) or older who have retired or who made a good faith effort to work for nine months and then choose not to work yet need assistance to access services in the community. Services are provided in the community to enhance or maintain the persons' competence, integration, physical or mental skill. Services assist individuals to build relationships with community members of similar age and interests while participating in integrated activities, events and organizations in the local community.
- I. **Natural supports:** The Contracting Organization shall develop natural community supports for participants whenever possible in community settings. This includes coordination with employers, co-workers, families, residential providers, and other employment and community resources as needed in order to maximize all support resources available to the participant.
- J. **Participant employment hours:** For all employed participants, the Contracting Organization shall target a minimum of 20 hours per week of paid employment for each participant. Work situations of less than 20 hours per week will require justification of the circumstances documented on the Career Path Service Plan.
- K. **Participant activity hours:** The Contracting Organization shall provide the County with data on career path activity hours and outcomes for each participant, including participant wages, hours worked, volunteer hours, employment history, career path goals, and other information as required.
- L. **Participant wages and benefits:** For participants employed in community settings, the Contracting Organization shall ensure that participants' wages and benefits are based on the appropriate and fair industry-accepted norms and are commensurate with co-workers doing the same work. The Contracting Organization will support each participant to review information about his/her wages, productivity, benefits, and work hours at least annually.

- M. **Other funding sources:** The Contracting Organization shall investigate and utilize for those who are eligible, Department of Vocational Rehabilitation (DVR) and Department of Services for the Blind (DSB) funding, Social Security work incentive programs such as a Plan for Achieving Self Support (PASS) and Impairment-Related Work Expense (IRWE).
- N. **Quality assurance and monitoring:** The Contracting Organization will participate with the County in reviews of this contract. Quality assurance may also include the review of individual participant files if billing discrepancies are noted during regular County review of data received, or if a request for a service review is made by a participant or participant advocate. These reviews will assist the County and Contracting Organization in mutual determination of technical assistance needs or other strategies that may enhance contractual outcome success.
- O. **Staffing:** The Contracting Organization shall ensure that appropriate staffing levels and training interventions shall occur at a level to meet the needs of each participant and support the attainment of the career path goal documented in each participant's Career Path Service Plan. The Contracting Organization shall ensure that staff members are adequately trained and supervised to provide quality services. The Contracting Organization shall develop and maintain an effective orientation checklist and training process for staff member.
- P. **Strategic plan:** The Contracting Organization shall have a formal planning process that results in a written strategic planning document that outlines the Contracting Organization's mission, goals, and action plans relevant to the provision of services under contract with the County. It shall also contain information and data on progress toward meeting the Contracting Organization's goals, service outcomes as described in this Statement of Work (Section IV.), participant satisfaction, staff development and retention, and funding management.
- Q. **Community relations:** The Contracting Organization shall demonstrate the ability to establish and maintain effective relationships with local community employers and organizations. The Contracting Organization shall maintain a list of employers and organizations they are currently involved with via participant employment situations, participant volunteer situations, or other business connections.
- R. **Collaboration with DDA:** The Contracting Organization shall keep the participant's DDA case manager informed of any major changes in the participant's program including funding or support changes, and the start or loss of a job. The Contracting Organization will also assist the County and case managers as needed to project yearly funding costs for each participant.

#### IV. OUTCOMES

In addition to the general outcomes that will be reviewed in conjunction with the monitoring of the Program Requirements, the following key indicators will be tracked by the Contracting Organization and reported as part of the monthly data requirements:

- A. The Contracting Organization shall develop, for each participant, paid individual community employment, volunteer opportunities, or access to community contribution within six (6) months of each participant's enrollment in Career Path Services.
- B. Clients in an employment program will be supported to work towards a living wage. A living wage is the amount needed to enable an individual to meet or exceed his or her living expenses. Clients should average twenty (20) hours work per week or eighty-six (86) hours per month.

The amount of service a client receives should be based on his/her demonstrated need and acuity level.

- C. Prior to beginning service the provider will clearly communicate to the client the maximum service hours per month they can expect to receive. The service provider will also communicate the service hour information to the County. If a change in the maximum service hour(s) is expected, the client will be informed prior to the change. The client maximum service hour(s) will correlate with the CMIS Planned Rates information. The client semi-annual progress reports currently referenced in DDA Policy 4.11 (County Services for Working Age Adult) will also include the client service hours received from the provider.
- D. All clients will be contacted by Contracting Organization according to client need or at least once per month.
- E. If clients in Individual Supported Employment have not obtained paid employment within six (6) months the Contracting Organization will assure the following steps:
  - 1. Review of the progress towards employment goals;
  - 2. consultation with the family/client; and
  - 3. Development of additional strategies with the family/client, county staff, employment support staff, and the DDA Case Resource Manager. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional/new strategies will be documented for each client and kept in the client's file(s).

If after twelve (12) months the client remains unemployed an additional review will be conducted. The Contracting Organization will address steps outlined in the previous six (6) month progress report. After nine months the client may request to participate in Community Access activities or the client can choose to remain in an employment program.

- F. As a result of this contract, the Contracting Organization shall track and shall make measurable progress with key quality indicators, including:
  - 1. Employment rates, replacement rate for participants who become unemployed, job retention history, types of jobs procured, and job matches for participants that reflect preferences and interests documented on the participant's Career Path Service Plan.
  - 2. Increases in participant wages, benefits, hours of work, and opportunities for promotion or career changes.
  - 3. Overall increase in opportunities for paid community employment, community inclusion, volunteer positions, and community membership situations.
  - 4. For participants not already employed in the community, increased inclusion in the community at large, with documented opportunities supported by the Contracting Organization to experience community connections, community-based assessments, job tryouts, and active involvement in community organizations and activities.

5. Development of Career Path Service Plans for all participants, reflecting employment preferences, interests, skills, support needs, career path goals, and participant satisfaction with services.
6. Demonstrated progress made on career path goals identified for each participant.
7. Demonstrated increase of training in and participant use of alternative transportation including use of public transportation.
8. Demonstrated utilization of DVR, DSB, PASS/IRWE and other fiscal or natural supports in conjunction with contract funds on behalf of participants.
9. Demonstrated increase in co-worker support and other natural supports at employment sites and in the community.
10. Utilization of resources to meet the variable needs of participants with a range of support needs.

## **V. CONTRACTING ORGANIZATION REIMBURSEMENT METHODS**

### **A. Reimbursement Definitions**

1. Staff support is defined as time on behalf of the program participant providing services such as planning, assessment and evaluation to determine career choices and necessary supports, coordination with family, residential services or other support systems, collaboration with school districts or other organizations with which the participant is affiliated, job development and placement, transportation training, on the job training or other skills training for the participant or employer as necessary for successful employment, co-worker training, follow-along services to secure job retention, post-employment support to the participant and employer as needed, ongoing career development support, and replacement in employment if needed. Staff support also includes staff time spent in assisting participants to gain community presence through active participation in community organizations and other activities accessed by others in the community at-large which relate to the participant's career path goals. This can include supports for volunteer work or other active involvement in neighborhood or civic organizations. This can also include planning and scheduling services for a participant, making collateral contacts for a participant, consulting about a participant, or completing documentation of a service provided.
2. Client activity is defined as time the participant is engaged in employment or other activities supervised or facilitated by the Contracting Organization that are related to the participant's Career Path Service Plan.

### **B. Requirements and Procedures**

1. The Contracting Organization shall serve persons for whom there is a valid County Service Authorization.
2. The County shall reimburse the Contracting Organization on an hourly basis based on an hourly rate.

3. Individual Hours per Month will be based on the support needs and acuity of each participant as he or she moves along his or her career path. The appropriate number of hours for each participant will be determined by the DDA case manager, the County and the Contracting Organization and will be indicated on the participant's County Service Authorization.
4. It is expected that the Contracting Organization shall support each participant to the extent necessary to achieve career path goals as stated in the participant's Career Path Service Plan.
5. If there is a change in a participant's support needs, the Contracting Organization may request a change in hours using the County's formal Procedure for Participant Funding Requests. All hour changes must be documented by the Contracting Organization on a Participant Funding Request form and approved by the County and DDA Case Manager. Rate Changes may be limited by the availability of funding.
6. Funding Exceptions: The Contracting Organization may request a Funding Exception for a participant who needs specialized funding for extensive and/or unique support needs. The amount of the Funding Exception shall be negotiated with DDA Case Manager and the County through the County's formal Procedure for Participant Funding Requests and documented on a Participant Funding Request Form. Funding Exceptions are limited by the availability of funding and will be reviewed by the DDA and County on a monthly basis.
7. If a participant terminates his or her service agreement and is reauthorized for services with another qualified provider, a prorated share of the participant's twelve-month allocation shall be transferred to the new qualified provider.
8. Staff support hours: The Contracting Organization shall ensure that all hours of staff support for a participant will have clear and dated documentation, including case notes. All documentation of activity for billing, including staff case notes, must relate to the participant's Career Path Service Plan, be legible, and be periodically reviewed by a supervisor or other responsible staff of the Contracting Organization. Hours of service should be logged to the nearest quarter hour and should specify home visits, phone calls, and other types of activity related to the participant's service. All staff support hours that are shared with one or more other participants, such as a job club class must be divided by the number of participants being served by that staff support hour and documented as such in the corresponding case notes.

#### C. Individual Funding Rates

1. Provider will be paid at a reimbursement rate of \$67/hour for Individual Employment Services.
2. Provider will be paid at a reimbursement rate of \$30/hour for Community Access Services.
3. Provider will be paid at a reimbursement rate of \$67/hour for School to Work Services. Maximum students served are five (5). Monthly average of eleven (11) hours per student totals 132 hours/ student for a maximum of 660 School to Work hours during this contract period. If student requires more than 11 hours of job coaching per month and all partners are participating to maximum extent possible then excess School to Work hours may be utilized on a person by person basis.

## VI. SCHOOL TO WORK

The purpose of School to Work efforts is to provide employment related services to individuals with developmental disabilities who will be exiting school. This is a collaborative effort with school districts, Department of Vocational Rehabilitation (DVR), Developmental Disabilities Administration (DDA), provider, and the County.

### **Eligibility:**

1. The students will be mutually selected and agreed upon by DVR, the County, and DDA Case Resource Manager.
  2. Each student will have a DVR Individual Plan for Employment (IPE) with a DVR approved employment goal that requires County long term services in order to be achieved.
- A. During the months of July through June the provider shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
- B. Services will include assisting student to enroll as a client of DDA, DVR, Plan to Work, and Social Security and collaboration with school staff to complete one or all of the following: individualized Community Based Assessment (CBA), Job placement, and Intensive Training Services (ITS). These services will be individualized, mutually agreed upon, and documented on a DVR School to Work Service Delivery Outcome Plan (SDOP).
- C. Monthly progress reports must be submitted to the County, the school district, and the DVR representative within seven (7) days of the end of the reporting month. These reports are for each individual student and must document the following:
1. Progress, Areas of Concern, and Next Steps for the student in their pursuit of paid employment by June of 2017.
  2. Community Based Assessment (CBA) – completion of CBA as specified in SDOP that contains CBA which includes student completion of the service and answers to all the specified questions.
  3. Job Placement – completion as specified in the SDOP and the results including but not limited to the name of employer student was placed at, job title, hourly wage, number of hours per week, and any fringe benefits.
  4. Intensive Training Services (ITS) – completion of ITS as specified in the SDOP including the date the student was considered stable in job performance and transitioned to long term individual supported employment (ISE).





**EXHIBIT F(1)  
STATEMENT OF WORK**

**WASHINGTON VOCATIONAL SERVICES  
CAREER PATH SERVICES QUALIFIED PROVIDER AGREEMENT**

**I. INTRODUCTION AND INTENT**

- A. This contract implements a Career Path Services model for individuals with developmental disabilities to pursue and/or maintain individual community employment. This contract reflects the community values and targeted goals outlined in the County Guidelines. The DSHS work order for the July 1, 2015 – June 30, 2017 fiscal year must adhere to the County Guidelines, DDA Policy 4.11, regarding “County Services for Working Age Adults,” and DDA Policy 6.13 regarding “Program Provider Qualifications” available at <http://www1.dshs.wa.gov/DDD/counties.shtml> and incorporated herein by reference.
- B. Key components of the contract include:
1. For all participants, a priority emphasis on individual community employment, with the expectation of movement within a career path toward individual community employment goals.
  2. Individualized services based on a Career Path Service Plan that is updated annually for each participant.
  3. Participant ability to choose from a qualified provider, and enter into a service relationship based on a partnership of effort towards the participant’s career path goal, as prescribed in the participant’s Career Path Service Plan.
  4. Individualized funding based on the support needs including acuity scores and work history of each participant.
  5. Portability of funding when a participant changes qualified providers. Funding will follow the participant on a pro-rated basis.
  6. Development of natural community supports for participants, in conjunction with, but not over-reliance on, use of public funds.
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- E. Career Path Service Plan: Planning tool used to design and document a participant's individualized Career Path Service.
- F. Contracting Organization: A vendor, a for-profit or non-profit agency, under contract with the Island County Human Services.
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- D. All clients will be contacted by Contracting Organization according to client need or at least once per month.
- E. If clients in Individual Supported Employment have not obtained paid employment within six (6) months the Contracting Organization will assure the following steps:
  - 1. Review of the progress towards employment goals;
  - 2. consultation with the family/client; and
  - 3. Development of additional strategies with the family/client, county staff, employment support staff, and the DDA Case Resource Manager. Strategies may include providing technical assistance, changing to a new provider, and/or providing additional resources as needed to support the individual's pursuit of employment. The additional/new strategies will be documented for each client and kept in the client's file(s).

If after twelve (12) months the client remains unemployed an additional review will be conducted. The Contracting Organization will address steps outlined in the previous six (6) month progress report. After nine months the client may request to participate in Community Access activities or the client can choose to remain in an employment program.

- F. As a result of this contract, the Contracting Organization shall track and shall make measurable progress with key quality indicators, including:
  - 1. Employment rates, replacement rate for participants who become unemployed, job retention history, types of jobs procured, and job matches for participants that reflect preferences and interests documented on the participant's Career Path Service Plan.
  - 2. Increases in participant wages, benefits, hours of work, and opportunities for promotion or career changes.
  - 3. Overall increase in opportunities for paid community employment, community inclusion, volunteer positions, and community membership situations.
  - 4. For participants not already employed in the community, increased inclusion in the community at large, with documented opportunities supported by the Contracting Organization to experience community connections, community-based assessments, job tryouts, and active involvement in community organizations and activities.

5. Development of Career Path Service Plans for all participants, reflecting employment preferences, interests, skills, support needs, career path goals, and participant satisfaction with services.
6. Demonstrated progress made on career path goals identified for each participant.
7. Demonstrated increase of training in and participant use of alternative transportation including use of public transportation.
8. Demonstrated utilization of DVR, DSB, PASS/IRWE and other fiscal or natural supports in conjunction with contract funds on behalf of participants.
9. Demonstrated increase in co-worker support and other natural supports at employment sites and in the community.
10. Utilization of resources to meet the variable needs of participants with a range of support needs.

## **V. CONTRACTING ORGANIZATION REIMBURSEMENT METHODS**

### **A. Reimbursement Definitions**

1. Staff support is defined as time on behalf of the program participant providing services such as planning, assessment and evaluation to determine career choices and necessary supports, coordination with family, residential services or other support systems, collaboration with school districts or other organizations with which the participant is affiliated, job development and placement, transportation training, on the job training or other skills training for the participant or employer as necessary for successful employment, co-worker training, follow-along services to secure job retention, post-employment support to the participant and employer as needed, ongoing career development support, and replacement in employment if needed. Staff support also includes staff time spent in assisting participants to gain community presence through active participation in community organizations and other activities accessed by others in the community at-large which relate to the participant's career path goals. This can include supports for volunteer work or other active involvement in neighborhood or civic organizations. This can also include planning and scheduling services for a participant, making collateral contacts for a participant, consulting about a participant, or completing documentation of a service provided.
2. Client activity is defined as time the participant is engaged in employment or other activities supervised or facilitated by the Contracting Organization that are related to the participant's Career Path Service Plan.

### **B. Requirements and Procedures**

1. The Contracting Organization shall serve persons for whom there is a valid County Service Authorization.
2. The County shall reimburse the Contracting Organization on an hourly basis based on an hourly rate.

3. Individual Hours per Month will be based on the support needs and acuity of each participant as he or she moves along his or her career path. The appropriate number of hours for each participant will be determined by the DDA case manager, the County and the Contracting Organization and will be indicated on the participant's County Service Authorization.
4. It is expected that the Contracting Organization shall support each participant to the extent necessary to achieve career path goals as stated in the participant's Career Path Service Plan.
5. If there is a change in a participant's support needs, the Contracting Organization may request a change in hours using the County's formal Procedure for Participant Funding Requests. All hour changes must be documented by the Contracting Organization on a Participant Funding Request form and approved by the County and DDA Case Manager. Rate Changes may be limited by the availability of funding.
6. Funding Exceptions: The Contracting Organization may request a Funding Exception for a participant who needs specialized funding for extensive and/or unique support needs. The amount of the Funding Exception shall be negotiated with DDA Case Manager and the County through the County's formal Procedure for Participant Funding Requests and documented on a Participant Funding Request Form. Funding Exceptions are limited by the availability of funding and will be reviewed by the DDA and County on a monthly basis.
7. If a participant terminates his or her service agreement and is reauthorized for services with another qualified provider, a prorated share of the participant's twelve-month allocation shall be transferred to the new qualified provider.
8. Staff support hours: The Contracting Organization shall ensure that all hours of staff support for a participant will have clear and dated documentation, including case notes. All documentation of activity for billing, including staff case notes, must relate to the participant's Career Path Service Plan, be legible, and be periodically reviewed by a supervisor or other responsible staff of the Contracting Organization. Hours of service should be logged to the nearest quarter hour and should specify home visits, phone calls, and other types of activity related to the participant's service. All staff support hours that are shared with one or more other participants, such as a job club class must be divided by the number of participants being served by that staff support hour and documented as such in the corresponding case notes.

#### C. Individual Funding Rates

1. Provider will be paid at a reimbursement rate of \$67/hour for Individual Employment Services.
2. Provider will be paid at a reimbursement rate of \$30/hour for Community Access Services.
3. Provider will be paid at a reimbursement rate of \$67/hour for School to Work Services. Maximum students served are five (5). Monthly average of eleven (11) hours per student totals 132 hours/ student for a maximum of 660 School to Work hours during this contract period. If student requires more than 11 hours of job coaching per month and all partners are participating to maximum extent possible then excess School to Work hours may be utilized on a person by person basis.

## VI. SCHOOL TO WORK

The purpose of School to Work efforts is to provide employment related services to individuals with developmental disabilities who will be exiting school. This is a collaborative effort with school districts, Department of Vocational Rehabilitation (DVR), Developmental Disabilities Administration (DDA), provider, and the County.

### **Eligibility:**

1. The students will be mutually selected and agreed upon by DVR, the County, and DDA Case Resource Manager.
  2. Each student will have a DVR Individual Plan for Employment (IPE) with a DVR approved employment goal that requires County long term services in order to be achieved.
- A. During the months of July through June the provider shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
- B. Services will include assisting student to enroll as a client of DDA, DVR, Plan to Work, and Social Security and collaboration with school staff to complete one or all of the following: individualized Community Based Assessment (CBA), Job placement, and Intensive Training Services (ITS). These services will be individualized, mutually agreed upon, and documented on a DVR School to Work Service Delivery Outcome Plan (SDOP).
- C. Monthly progress reports must be submitted to the County, the school district, and the DVR representative within seven (7) days of the end of the reporting month. These reports are for each individual student and must document the following:
1. Progress, Areas of Concern, and Next Steps for the student in their pursuit of paid employment by June of 2017.
  2. Community Based Assessment (CBA) – completion of CBA as specified in SDOP that contains CBA which includes student completion of the service and answers to all the specified questions.
  3. Job Placement – completion as specified in the SDOP and the results including but not limited to the name of employer student was placed at, job title, hourly wage, number of hours per week, and any fringe benefits.
  4. Intensive Training Services (ITS) – completion of ITS as specified in the SDOP including the date the student was considered stable in job performance and transitioned to long term individual supported employment (ISE).

# TREASURER'S OFFICE STAFF SESSION AGENDA

DATE August 3, 2016



Subject/Description: Treasurer's Annual Designation of Financial Institutions Qualifying as Public Depositories for Island County

Attachment: Proposed Resolution for Acceptance of Report

Action Requested: Forward to August 9, 2016 Consent Agenda for Board Signature

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

<b>IN THE MATTER OF THE</b>	}	
<b>TREASURER'S ANNUAL</b>	}	<b>RESOLUTION #C- -16</b>
<b>DESIGNATION OF FINANCIAL</b>	}	
<b>INSTITUTIONS QUALIFYING</b>	}	
<b>AS PUBLIC DEPOSITORIES</b>	}	
<b>FOR ISLAND COUNTY</b>	}	

*WHEREAS*, under RCW 36.48.010, the Island County Treasurer is required to annually, at the end of each fiscal year or at such other times as may be deemed necessary, designate one or more financial institutions in the state which are qualified public depositories as set forth by the Public Deposit Protection Commission as depository or depositories for all public funds and required to be kept by the Treasurer; and

*WHEREAS*, Wanda J. Grone, the Island County Treasurer, has designated as shown by Attachment A, the following listed banks as depositories for all public funds held by Island County:

- Key Bank
- Heritage Bank/Whidbey Island Bank
- Coastal Community Bank
- Opus Bank
- Wells Fargo; and

*WHEREAS*, the above listed banks are qualified public depositories as set forth by the Public Deposit Protection Commission; and

*WHEREAS*, the Treasurer's designation is to be reported to the Board of Commissioners of Island County.

***NOW THEREFORE, BE IT RESOLVED*** that the Island County Treasurer's report to the Board of Commissioners of Island County, State of Washington, is hereby accepted.

**ADOPTED** this \_\_\_\_\_ day of August 2016.

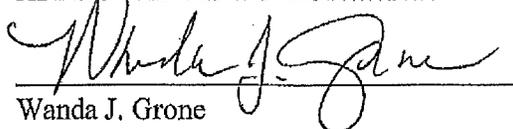
**BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON**

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

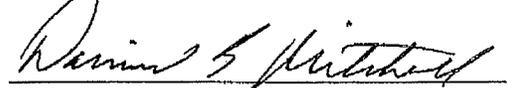
\_\_\_\_\_  
Jill Johnson, Member

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

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Wanda J. Grone  
Island County Treasurer

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Daniel B. Mitchell, Chief Civil Deputy  
Prosecuting Attorney

**ATTEST:**

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

Attachment A

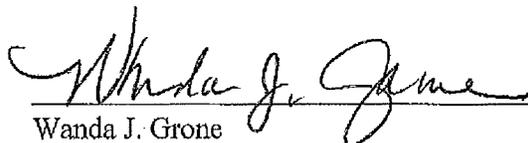
TO: Board of County Commissioners  
Island County, Washington

On this 22nd day of July, 2016, I, Wanda J. Grone, do hereby certify that I am the duly elected Treasurer of Island County, State of Washington.

I further certify that, as required by RCW 36.48.010, I have designated the following listed banks as depositories for all public funds held. The following listed banks are qualified public depositories as set forth by the Public Deposit Protection Commission:

- Key Bank
- Heritage Bank/Whidbey Island Bank
- Coastal Community Bank
- Opus Bank
- Wells Fargo

Island County Treasurer

  
Wanda J. Grone

July 22, 2016  
Date



## 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 – **August 3, 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:* Amendment No. 1 to Professional Services Agreement HD-13-2015 with Automatic Funds Transfer Services, Inc. (AFTS) to provide Island County with loan payment processing services for the septic loan program through August 31, 2021.  
*Attachment:* Amendment No. 1  
*Action Requested:* Approval to move to BOCC Consent Agenda. Legal and Risk reviews are complete.
2. *Subject/Description:* Regional – Septic Loan Program  
*Attachment:* None.  
*Action Requested:* Discussion only.

**Natural Resources:**

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

**AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

**Island County Septic Loan Administration  
Public Health Contract No. HD-13-2015**

**Amendment No. 1**

**AMENDMENT DESCRIPTION**

This Amendment No. 1 extends the dates of the Agreement Period of the Professional Services Agreement made and entered into by and between Island County Health Department, herein referred to as "Island County," and Automatic Funds Transfer Services, Inc. (AFTS), a contract management service company, located at 151 S. Lander Street, Suite C, Seattle, WA 98134.

**AGREEMENT PERIOD**

This agreement is now effective through August 31, 2021.

**AGREEMENT TERMS**

In all other respects the Agreement to which this is an Amendment, and all attachments thereto, shall remain in full force and effect.

**IN WITNESS WHEREOF**, AFTS and Island County have signed and agreed to the terms of this agreement.

**FOR THE CONTRACTOR:**

**FOR THE COUNTY:**

\_\_\_\_\_  
Eric Johnson, President      Date  
Automatic Funds Transfer Services, Inc.

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

\_\_\_\_\_  
Jill Johnson, Chair      Date  
Board of Health  
Island County, Washington

BUDGET/GSA  
WORK SESSION AGENDA

August 3, 2016

- (1) Subject: Board of Equalization-Statutory Permission to hear 2016 cases  
Attachment: Yes  
Action Requested: Schedule for approval on upcoming Tuesday consent agenda
- (2) Subject: Rural County Sales Taxes – Recommendations by Council of Governments  
Attachment: Yes  
Action Requested: Discussion
- (3) Subject: Amendment 2016 Budget  
Attachment: TBD  
Action Requested: Schedule a public hearing on upcoming Tuesday agenda

# ISLAND COUNTY BOARD OF EQUALIZATION



PO Box 5000  
Coupeville, WA 98239-5000

DATE: JULY 20, 2016  
TO: ELAINE MARLOW, DIRECTOR, GSA  
FROM: DON MASON, CLERK, BOE  
RE: STATUTORY PERMISSION FOR BOE TO HEAR CASES, 2016

The Board of Equalization (BOE) has received 141 appeals in the 2016 assessment year. It is highly likely Island County will receive 175 appeals in this cycle. We anticipate to schedule more than 100 of these appeals for hearings before the BOE members.

RCW 84.48.010 allows that: "...That the county board of equalization with the approval of the county legislative authority may convene at any time when petitions filed exceed twenty-five, or ten percent of the number of appeals filed in the preceding year, whichever is greater."

Therefore, the BOE requests permission from the County Commissioners to hear cases as scheduled beginning August 22<sup>nd</sup>, 2016.

I have attached the standard document for this permission.

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

NOTICE OF APPROVAL TO HEAR PROPERTY TAX APPEALS

Pursuant to RCW 84.48.010, the Island County Board of County Commissioners hereby approves the Island County Board of Equalization's request to convene for the purpose of hearing appeals filed for 2016. This approval is based in a finding that the requirements for convening under RCW 84.48.010 have been satisfied.

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

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY, WASHINGTON

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

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

ATTEST:

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

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

RURAL COUNTY ECONOMIC DEVELOPMENT SALES TAXES  
APPLICATIONS - 2016 AWARD CYCLE

- 1) Port District of South Whidbey Island to provide economic development personnel and services for business planning, marketing and management of the Island County Fairgrounds to promote the creation, attraction, and retention of businesses and jobs. Support economic development for South Whidbey utilizing the Island County Fairgrounds through March 31, 2017.  
Amount: \$100,000
  
- 2) Freeland Water & Sewer District: Freeland Sewer Project for construction of sewer infrastructure, subject to the following limitations:
  - a) Release of funds only at such time as all remaining funds needed to complete the Project have been secured, and necessary permitting and agency approvals have been obtained. The deadline for meeting this requirement is December 31, 2017.
  - b) Funding can only be used for construction of infrastructure. Planning, engineering, permitting, land acquisition and district administrative costs are not eligible for reimbursement.Amount: \$2,700,000
  
- 3) City of Oak Harbor: Oak Harbor Clean Water Facility Project to replace two aging wastewater treatment plants with a membrane bioreactor treatment plant subject to the following limitations:
  - a) Funding can only be used for construction of infrastructure. City administrative costs are not eligible for reimbursement.
  - b) Dispersal of funding in 3 equal annual installments over a three-year period ending December 31, 2018.Amount: \$1,000,000
  
- 4) Port District of Coupeville: Coupeville Wharf Building Fire Suppression Components Replacement Project to replace aging components of the fire suppression system subject to the following limitations:
  - a) Project substantially complete no later than Dec. 31, 2017Amount: \$25,000
  
- 5) City of Langley: Creating Attractive Infrastructure (Grow Langley) to increase visitor and tourism volumes to Langley and South Whidbey Island subject to the following limitations:
  - a) Project substantially complete no later than Dec. 31, 2017Amount: \$137,205

	A	B	C	D	E	F	G	H	I
1	<b>RURAL COUNTY ECONOMIC DEVELOPMENT SALES TAXES</b>								
2	<b>FUND 121</b>								
3	<b>6 YEAR CASH PROJECTIONS</b>								
4	<b>BOCC Work Session 08-03-2016</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>		<b>6 YEAR TOTAL</b>
5									
6	<b>ESTIMATED BEGINNING CASH AVAILABLE</b>	<b>\$3,427,000</b>	<b>\$3,708,449</b>	<b>\$3,353,244</b>	<b>\$1,929,244</b>	<b>\$2,878,244</b>	<b>\$3,876,244</b>		<b>\$3,427,000</b>
7									
8	<b>ADD: REVENUES</b>		9%	5%	5%	5%	5%		
9	Sales Taxes	\$902,000	\$983,000	\$1,032,000	\$1,084,000	\$1,138,000	\$1,195,000		
10									
11	Miscellaneous	\$32,511							
12									
13	<b>TOTAL REVENUES</b>	<b>\$934,511</b>	<b>\$983,000</b>	<b>\$1,032,000</b>	<b>\$1,084,000</b>	<b>\$1,138,000</b>	<b>\$1,195,000</b>		<b>\$6,366,511</b>
14									
15	<b>LESS: EXPENDITURES</b>		2%	2%	2%	2%	2%		
16	Economic Development Council	\$75,000	\$77,000	\$79,000	\$81,000	\$83,000	\$85,000		\$480,000
17									
18	In Progress (award balance remaining in 2016)								
19	Port of Coupeville Wharf Assessment	\$26,500							\$26,500
20	Port of Coupeville Wharf Fuel Line Replacements	\$36,576							\$36,576
21	Port of South Whidbey Passenger Ferry Moorage	\$70,820							\$70,820
22									
23	Completed (final payment in 2016)								
24	Port of South Whidbey Clinton Economic Development	\$10,000							\$10,000
25	Port of South Whidbey Fairgrounds	\$23,750							\$23,750
26	Port of South Whidbey Fairgrounds Study	\$10,000							\$10,000
27									
28	Estimated County Indirect Cost Allocation Charge	\$75,416	\$49,000	\$52,000	\$54,000	\$57,000	\$60,000		\$347,416
29									
30	2016 - Recommended Awards								
31	Port of South Whidbey Economic Development		\$100,000						\$100,000
32	Port of Coupeville Wharf Fire Supression	\$25,000							\$25,000
33	City of Oak Harbor Clean Water Facility	\$300,000	\$300,000	\$300,000					\$900,000
34	Freeland Water & Sewer District Sewer Project		\$675,000	\$2,025,000					\$2,700,000
35	City of Langley Creating Attractive Infrastructure		\$137,205						\$137,205
36									
37	<b>TOTAL EXPENDITURES</b>	<b>\$653,062</b>	<b>\$1,338,205</b>	<b>\$2,456,000</b>	<b>\$135,000</b>	<b>\$140,000</b>	<b>\$145,000</b>		<b>\$4,867,267</b>
38	<b>ANNUAL NET CHANGE = REV MINUS EXP</b>	<b>\$281,449</b>	<b>-\$355,205</b>	<b>-\$1,424,000</b>	<b>\$949,000</b>	<b>\$998,000</b>	<b>\$1,050,000</b>		<b>\$1,499,244</b>
39	<b>ESTIMATED CARRY FORWARD TO FOLLOWING YEAR</b>	<b>\$3,708,449</b>	<b>\$3,353,244</b>	<b>\$1,929,244</b>	<b>\$2,878,244</b>	<b>\$3,876,244</b>	<b>\$4,926,244</b>		<b>\$4,926,244</b>
40									
41	<b>Assumptions:</b>								
42	<b>Estimates rounded to nearest thousand \$\$</b>								
43	<b>Line 8:</b> Percentage growth in sales tax revenue								
44	Years 2017 & 2018 used same rate as projected for 2016								
45	Years 2019 & beyond historical average increase								
46	<b>Line 15:</b> Percentage factor for inflation								
47	<b>Line 28:</b> Estimate for County Indirect Cost Allocation charges								
48	The overhead administrative fee is a payment to the Current Expense Fund (aka General Fund)								
49	for various services provided by Current Expense.								
50	Calculated as audited expenditures multiplied by Indirect Cost Allocation percentage used for state and federal grants								
51	Because expenditures are not yet known, estimated charge is calculated as estimated revenues multiplied by 5%								
52									
53									
54	<b>ICC 3.02C.070 Effective - 25 Year length of tax from August 1, 2007</b>								
55	Sales tax sunsets July 31 2032								
56									

*Commissioners Office  
Work Session  
August 3, 2016*

**Subject/Description:** Appointment to the Noxious Weed Control Board, District V

**Attachments:** yes

**Action Requested:**

**Follow up:**

**Subject/Description:** Appointment/reappointment to the Northwest Workforce Development Council

**Attachments:** yes

**Action Requested:**

**Follow up:**

**Subject/Description:** Monthly Financial Reports discussion

**Attachments:**

**Action Requested:**

**Follow up:**

**NOXIOUS WEED CONTROL BOARD** <http://extension.wsu.edu/island/nrs/noxious/>

I.C.C. 8.28 RCW 17.10.020. Resolution No. PA-72-3. At least four of the voting members shall be engaged in the primary production of agricultural products. Terms are **four years**.

<b>POSITION</b>	<b>MEMBER</b>	<b>REPRESENTING</b>	<b>TERM EXPIRES</b>
1.	Sheila Case-Smith	Section I	07/06/16
2.	Clark Bishop	Section II	07/06/19
3.	Cheryl Lowe	Section III	07/06/17
4.	Rob Hallbauer	Section IV	07/06/19
5.	Tom Eisenberg	Section V	07/06/16
6.	Janet Stein	WSU Extension Office	N/A

Sheila Case-Smith, Position #1, has requested reappointment.

Tom Eisenberg, Position #5, is retiring from the Board.

The Board received three applications for Position #5

- John Radzewich
- Russ Holmes
- David Anderson

**NORTHWEST WORKFORCE DEVELOPMENT COUNCIL (Previously PIC) <http://nwboard.org/>**

Washington State is divided into 12 Service Delivery Areas (SDA's), and Island County's SDA consists of the four counties of Whatcom, Skagit, San Juan and Island.

Island County's representation includes 3 members from the private sector; 1 from K-12 Local Education and 1 from community-based representation.

<b>POSITION</b>	<b>MEMBER</b>	<b>REPRESENTING</b>	<b>TERM EXPIRES</b>
1.	William F. "Bill" Thorn	Private/ Business	7/27/17 Three-year term
2.	Ron Nelson, Ex. Director Island County EDC	Economic Development	7/27/17 Three-year term
3.	Alerd Johnson	K-12 Local Education	7/27/16 Two-year term
4.	Rhea Nelson	Community Based Organization	7/27/17 Three-year term
5.	Jonathan Hefflinger	Private/Business	7/27/18 Three-year term

The Board received one application for Position #3.

- Gaylen Leigh Brule