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ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE
AUGUST

REGULAR WORK SESSION
3rd WEDNESDAY, AUGUST 17, 2016

9:00 a.m.	**Chairman's Agenda:**
	Quarterly update from Greg Winter, Executive Director, Opportunity Council
9:30 a.m.	Public Works
11:00 a.m.	Human Resources
11:15 a.m.	Treasurer
11:30 a.m.	Long Range Planning
	NOON BREAK
1:00 p.m.	Health Department/Department of Natural Resources
2:00 p.m.	Budget Director
2:15 p.m.	Commissioners Office
2:30 p.m.	Human Services

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

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

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

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

BOCC:pd

cc: Elected Officials
Appointed Department Heads
Press

ISLAND COUNTY PUBLIC WORKS
COMMISSIONERS AGENDA
~ WORK SESSION ~
Commissioners' Hearing Room
August 17, 2016 @ 9:00 a.m.

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

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

Staff: Pam Dill

Public Works Staff Present:

Others Present:

I. Roads

A. Subject/Description: **2017-2019 Rural Arterial Preservation (RAP) Program**
Attachment: Memorandum; Map; Rating
Action requested: Discussion and Board Approval
Follow up: To be determined

II. Public Works

A. Subject/Description: **2017-2022 Island County TIP Update**
Attachment: Memorandum;
Action requested: Discussion and Board Approval
Follow up: To be determined

III. GIS

A. Subject/Description: **Purchasing Additional Mapping Software-Pictometry and Geocortex**
Attachment: Memorandum;
Action requested: Discussion and Board Approval
Follow up: To be determined

I. Roads
A. 2017-2019 Rural Arterial Preservation (RAP) Program

ISLAND COUNTY PUBLIC WORKS DIVISION

P.O. BOX 5000, COUPEVILLE, WA 98239

(360) 679-7331

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

MEMORANDUM

August 5, 2016

TO: Board of Island County Commissioners

FROM: Keith Elefson, Construction Engineer

RE: Preliminary Projects for 2017-2019 Rural Arterial Preservation (RAP) Program Applications

The County Road Administration Board (CRAB) is accepting applications for the RAP Grant Program for the 2017-2019 biennium. Projects are ranked based off a variety of criteria including traffic volumes and numbers of collisions, with pavement condition being the biggest factor.

Possible projects were discussed with the Board on March 2nd, and preliminary prospectuses were submitted to CRAB (map attached).

CRAB has completed visual ratings of the pavement conditions for all of the candidate road segments in our region (attached). Highlighted in gray on the rating chart are projects that are currently partially funded. These projects are likely to receive remaining funds (short funds) before new projects are awarded funds.

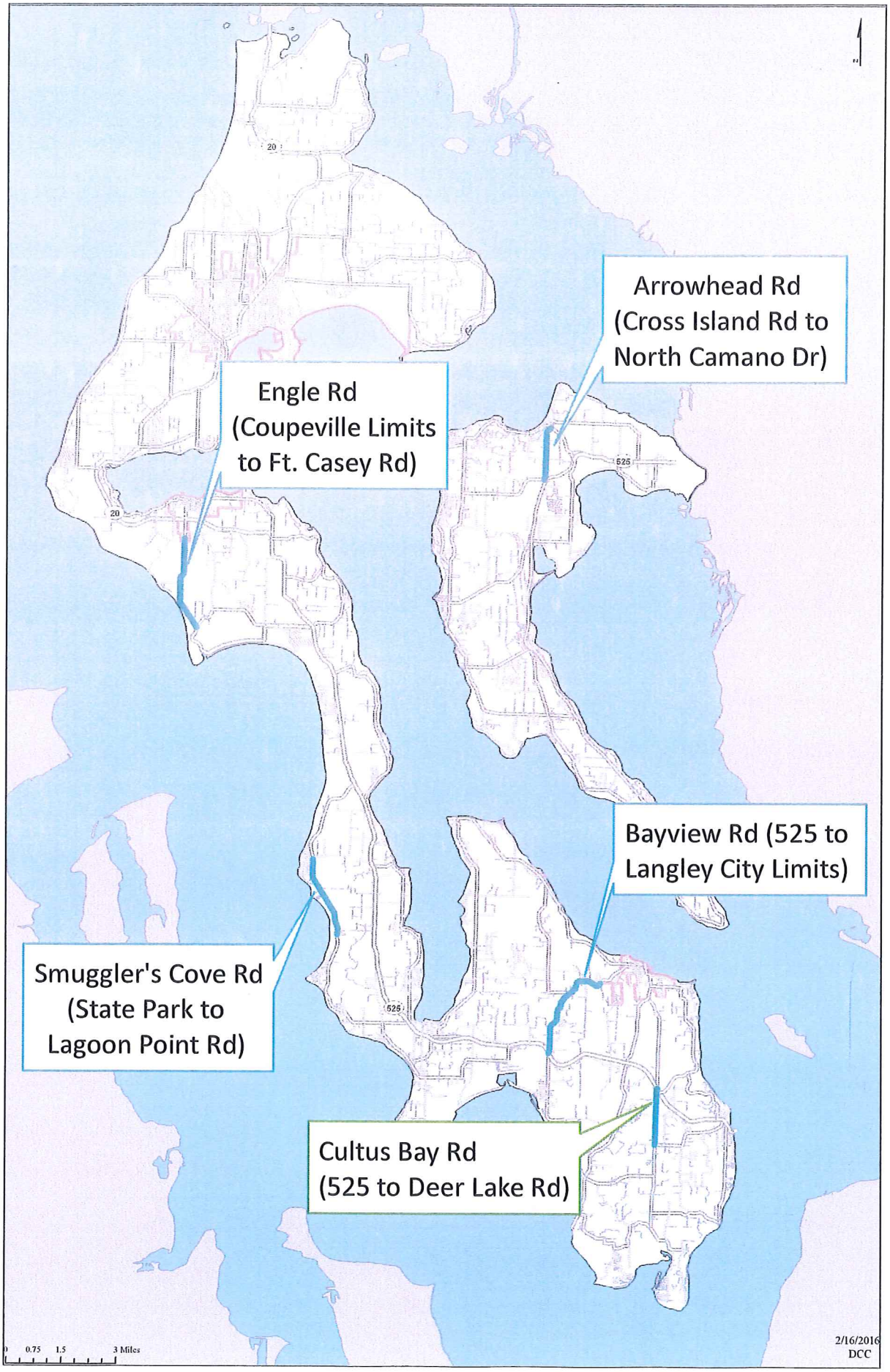
As part of this year's pavement preservation program we have resurfaced two of the projects that were in our preliminary listing, Bayview Road and Cultus Bay Road. The remaining three projects that we submitted all have a visual ranking of 32. (the highest of the candidates in our region was ranked at 39). The three candidates are segments of;

1. Smuggler's Cove Road
2. Arrowhead Road
3. Engle Road

We are further evaluating these candidates and expect to have a prospectus for the board to approve by the end of August. The final projects may need to be added to the Island County TIP in order to be eligible for the RAP Program.

Preliminary Projects for 2017-2019 RAP Program Applications

Island County Public Works



CountyName	RoadName	TYPE	BMP	EMP	Visual	RATA Requested	RATA Funded	Short Funded
San Juan	Orcas Road	3R	3.40	4.50		2,587,500	2,400,000	187,500
Island	Boon Road	3R	0.00	0.73		2,046,000	1,761,921	284,079
Skagit	FRANCIS ROAD	3R	5.05	5.66		900,000	93,300	806,700
Clallam	Dry Creek Road	3R	0.10	0.68		1,035,000	559,509	475,491
Kitsap	Seabeck Hwy	3R	3.34	4.98		1,800,000	521,000	1,279,000
Jefferson	Center Road	2R	14.61	15.01	39			
Kitsap	Glenwood Road #5	2R	4.40	5.89	36			
Clallam	Carlsborg Road	2R	0.00	1.76	35			
Kitsap	Hansville Road	2R	0.00	2.02	35			
Kitsap	Miller Bay Road	2R	2.64	4.28	35			
Whatcom	East Smith Road	2R	4.98	8.23	32			
Island	Arrowhead Road	2R	0.00	1.48	32			
Whatcom	Hampton Road	2R	0.14	4.79	32			
Island	Engle Road	2R	0.27	2.80	32			
Whatcom	North Enterprise Road	2R	0.00	2.00	32			
Island	Smuggler's Cove Road	2R	4.94	6.71	32			
X Island	Bayview Road	2R	0.11	2.71	29	resurfaced in 2016		
Kitsap	Lake Flora Road	2R	3.71	6.48	27			
San Juan	Bailer Hill Road	2R	4.45	5.95	25			
Clallam	Old Olympic Highway	2R	5.00	6.26	23			
Whatcom	Portal Way	2R	2.73	5.58	22			
X Island	Culltus Bay Road	2R	3.46	4.99	21	resurfaced in 2016		
Skagit	Josh Wilson Road	3R	1.80	2.90	7.50			
Whatcom	West Badger Road	3R	0.86	2.78	5.75			
San Juan	Douglas Road	3R	3.15	4.45	5.00			
Jefferson	South Discovery Road	3R	4.52	4.84	5.00			
Clallam	Edgewood Drive	3R	1.00	1.88	3.75			

Partially funded projects to be placed at the top of the '17 - '19 array

Overall County Submittal Limit for new submittals is $1,000,000 RATA Requested

Overall County Funding Limit is $1,000,000

II - Public Works
A. 2017-2022 Island County TIP Updat

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

August 8, 2016

TO: Board of Island County Commissioners

FROM: Connie Bowers, Assistant County Engineer

RE: 2017 — 2022 Island County TIP Update

Following the presentation of the draft 2017 six-year Transportation Improvement Program (TIP) at the August 1st staff session, a few changes were made to the proposed TIP as summarized below;

- TIP # 15 Swantown / Heller Intersection Improvements
  - A need was identified for a small amount of right-of-way (ROW)
  - ROW funds were added in 2017 and 2018

Possible delays may extend work on the following projects in to 2017. To address this possibility, the following projects were added to the draft TIP.

- TIP # 19 and # 20 Crescent Harbor Road resurfacing Phase 1 and 2
- TIP # 47 Anderson Road Culvert Improvements
- TIP # 48 Pine Street Pump Station
- TIP # 49 Sunset Drive at Vista Outfall

cc: Bill Oakes

III. GIS
A. Purchasing Additional Mapping Software - Pictometry and Geocortex

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 29, 2016

TO: Board of County Commissioners – Island County

FROM: Becca Blackman – GIS Coordinator/Administrator

RE: **Purchasing Additional Mapping Software – Pictometry and Geocortex, paid in full by grant funds from the Planning Department**

Two software programs 'Pictometry' and 'Geocortex' produce mapping products that will enhance and replace part of our current mapping resources. Pictometry provides oblique aerial imagery, processed with elevation data to produce a product where changes through time can be viewed and measuring of heights, slopes and ground distance can be done. Geocortex integrates with Pictometry to enhance our capabilities for staff to perform analyses on GIS data. Additional functionality not currently available is creating reports, advanced searching of data, filtering data out on the map and changing symbology to reflect values in the data staff needs to visualize. It is intended to phase out ArcGIS Explorer as it is a product no longer being supported – and use Geocortex's web-based/ mobile friendly platform instead.

Included in this purchase will be all-county aerial imagery from 2015 and 2006, processed with our LiDAR data, software to view this data and the Geocortex application to further distribute this data with additional functionality to all county staff. Annual maintenance will be covered by this grant until 2018.

ISLAND COUNTY HUMAN RESOURCES

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

Melanie R. Bacon
Director

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

August 17, 2016 Work Session:

- ***Job Requisitions***

Sheriff

- Corrections Officer, replacement, GD-9 — **Job Requisition 2016-071**
- Control Room Operator, new position, Staff-3 — **Job Requisition 2016-073**

Planning and Community Development

- Administrative Assistant , replacement, C-7 — **Job Requisition 2016-072**

Prosecuting Attorney

- DPA , replacement, TM 13 — **Job Requisition 2016-074**

Clerk

- Deputy Clerk 2 , replacement, C-8 — **Job Requisition 2016-076**

Public Health

- Admin Assistant—Camano Nursing – *for discussion, C-8* — **Job Requisition 2016-075**

- ***"Star" Awards***
  - *Follow-up on conversation from last Round Table*
- ***Civil Service Chief Examiner***
  - *Discussion on moving from Exempt to Non-Exempt position*
- ***Use of Credit Cards***
  - *Board discussion: should we include Travel costs?*

TREASURER'S OFFICE
STAFF SESSION AGENDA

DATE August 17, 2016

Subject/Description:	Treasurer's Report for July 2016
Attachment:	Treasurer's Report
Action Requested:	Discussion

Subject/Description:	Use of Island County Logo on Opus Bank website as new customer
Attachment:	Opus Bank website exhibit, proposed listing for Island County
Action Requested:	Discussion, Permission for use by bank

Treasurer's Monthly Report

Financial Data as of July 31, 2016
Presented August 17, 2016

- Investment Balances:

Residual (face value – principal) not including LGIP		$63,020,944
LGIP (State Pool) Interest Rate		0.49%
o LGIP Balance		$14,761,064
Total Cash Available		
o Key Bank	$ 5,918,514	
o Whidbey Island Bank	$ 2,868,693	$ 8,787,207

- The County's July 31 investment portfolio is structured with 33% of the Residual invested with maturity dates of < 1 year, 29% of the portfolio is invested with 1-2 year maturities, 8% in 2-3 year term, and 30% in 3-5 year term. We are still heavy in short maturities, but this will change in August as investments mature and the new Opus bank account for investments is opened.

  Island County's Junior Taxing Districts have $24,422,531 invested through the Treasurer, .5% ($120,000) of which is invested in Certificates of Deposit, and 99.5% ($24,302,531) of which is invested in the Local Government Investment Pool. JTD investments were $2 MM greater than in June.

  Total Investments under control of the Treasurer was $102,204,539 as of July 31, virtually the same as in June.

- $65K and $75K in Island County property taxes were collected in July for Current Expense and Roads, respectively. Collection percentage YTD is 54%. Many taxpayers paid or called in response to the reminder card.

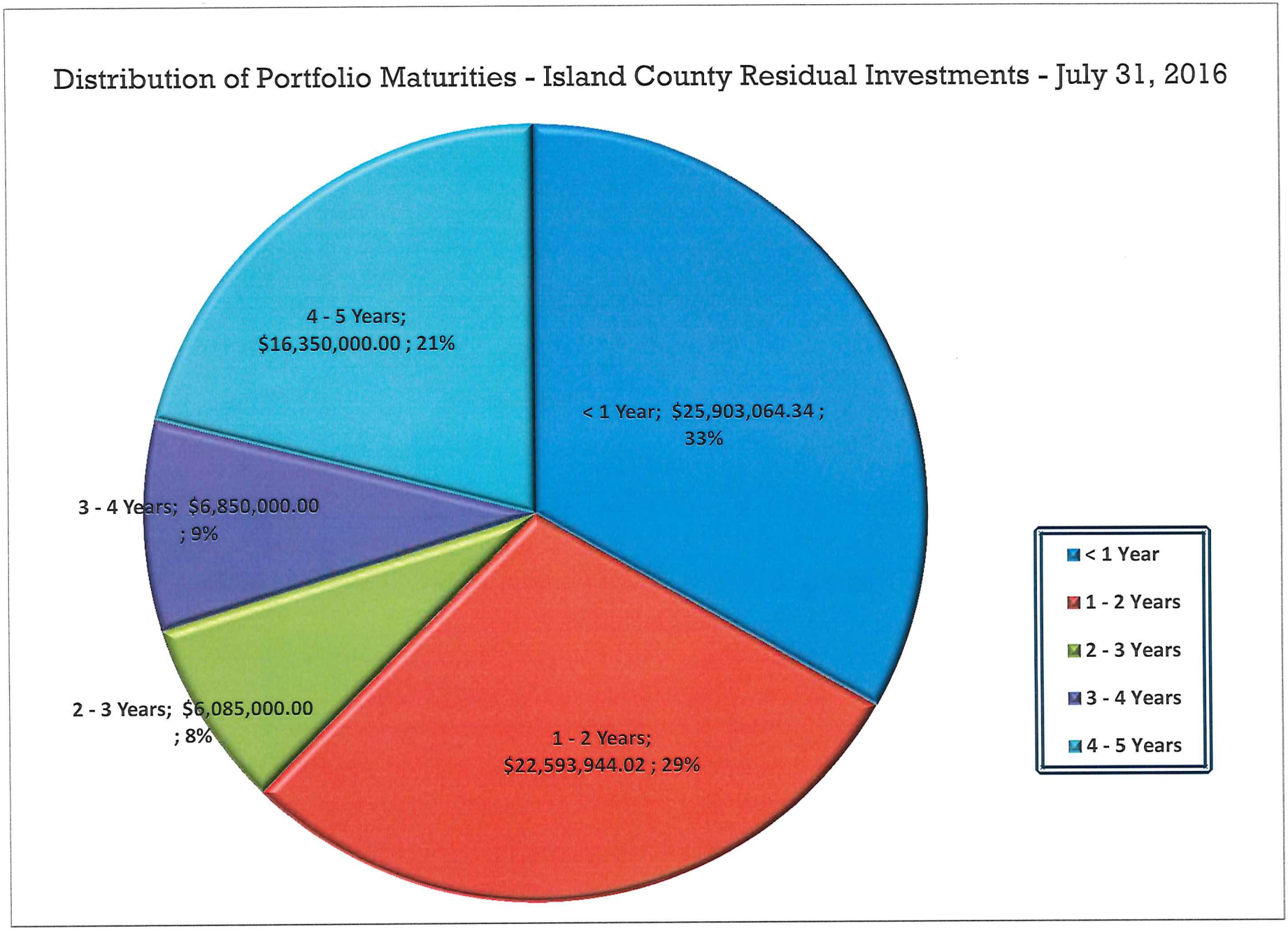
- Foreclosure Update - Foreclosure proceedings began January 2016 with 396 properties subject to foreclosure for 2013 and prior year taxes. The certificate of delinquency was filed in Superior Court on August 1 with 39 properties included. Representatives from this office will be visiting and posting mobile homes and businesses with delinquent property taxes, in accordance with statute. Staff will be accompanied by a deputy when necessary.

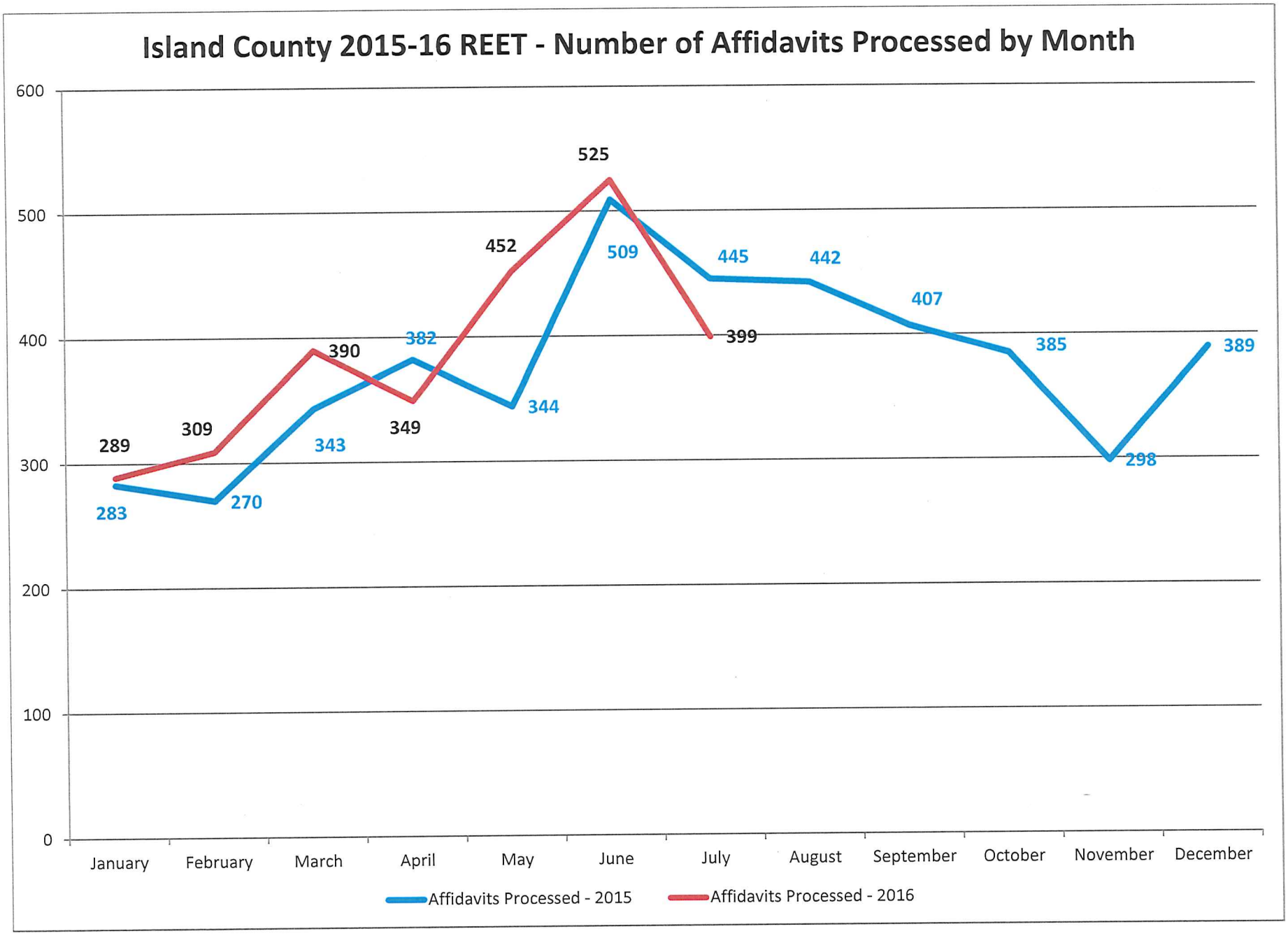
- Supplement Update – 179 supplements were processed in July; the backlog as of June 30 is 241 (down from 305), as 113 were added by the Assessor related to exemption changes. Staff estimates the backlog requires 120 hours to complete. New notification program in response to complaints that mailed bills were not received is in place to advise taxpayers when adjusted tax statement is being mailed by an advance phone call.

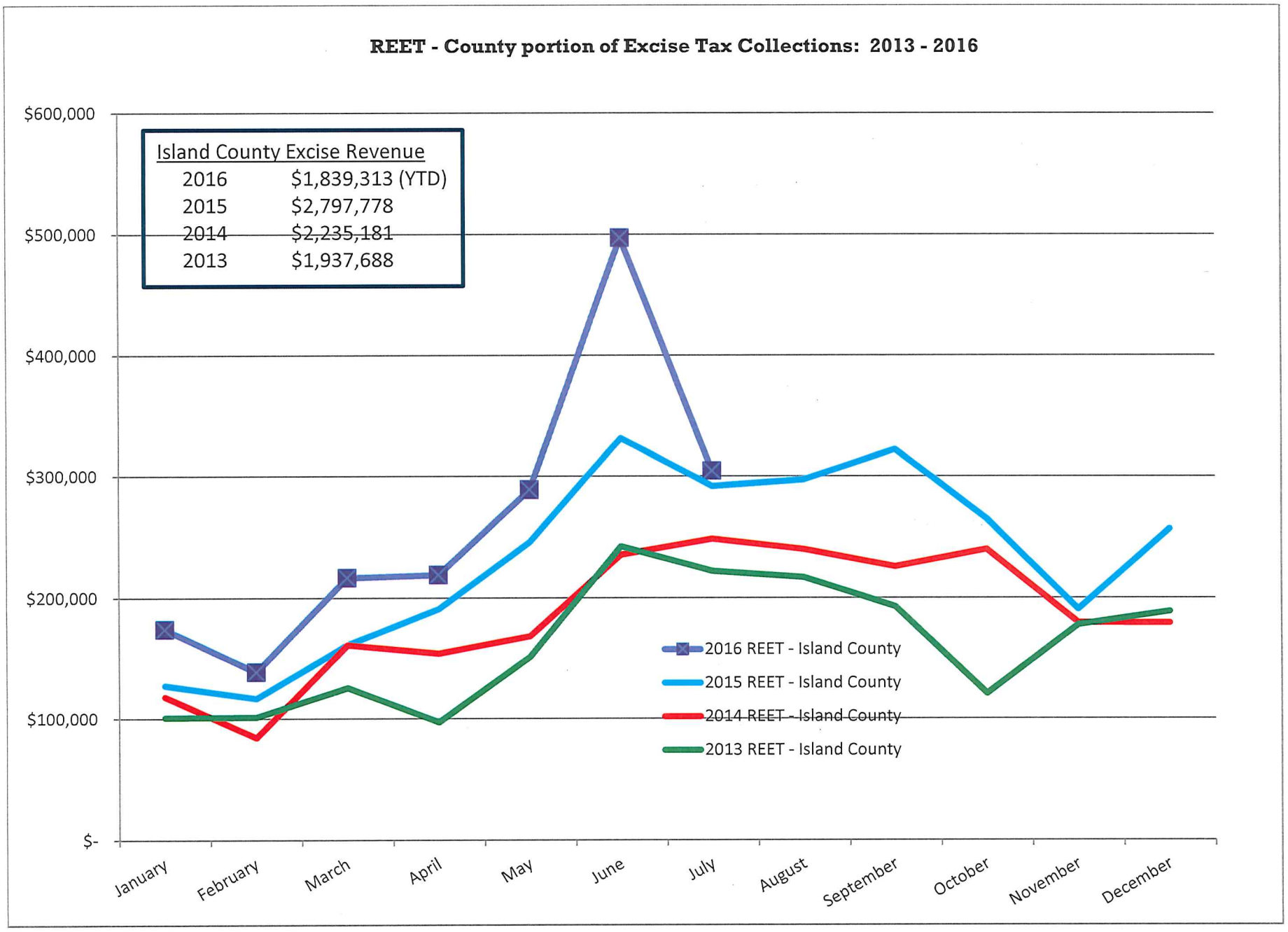
- The number of REET affidavits processed decreased to 399 from 525 for June, down 46 from last June but still up 137 in a YTD comparison with 2015. The County's portion of excise revenue was $304,552 in July, on sales of $93 MM. YTD excise revenue ($1,839,313) is up over that of 2015 for the January – July time period. The end of August is expected to be busy with local real estate closings, according to local escrow offices.

  Six staff members are now trained to process REET, four on eREET, with three at a highly proficient level. The Assessor came online to eREET this month and can now electronically review and sign off on current use changes as part of the real estate transaction and REET affidavit. Our office began importing REET data into PACS last week, utilizing the full functionality between SimpliFile and PACS. These advancements improve efficiency of operations in County offices as well as help our escrow companies with shorter wait times and speedier closing. Lastly, the County receives payment for excise tax transactions (including the Assessor's fees, recording fees, and excise tax collections) the next day, in the form of an ACH transaction. Land Title came online with eREET last week, raising the count to four Island County escrow agencies participating.

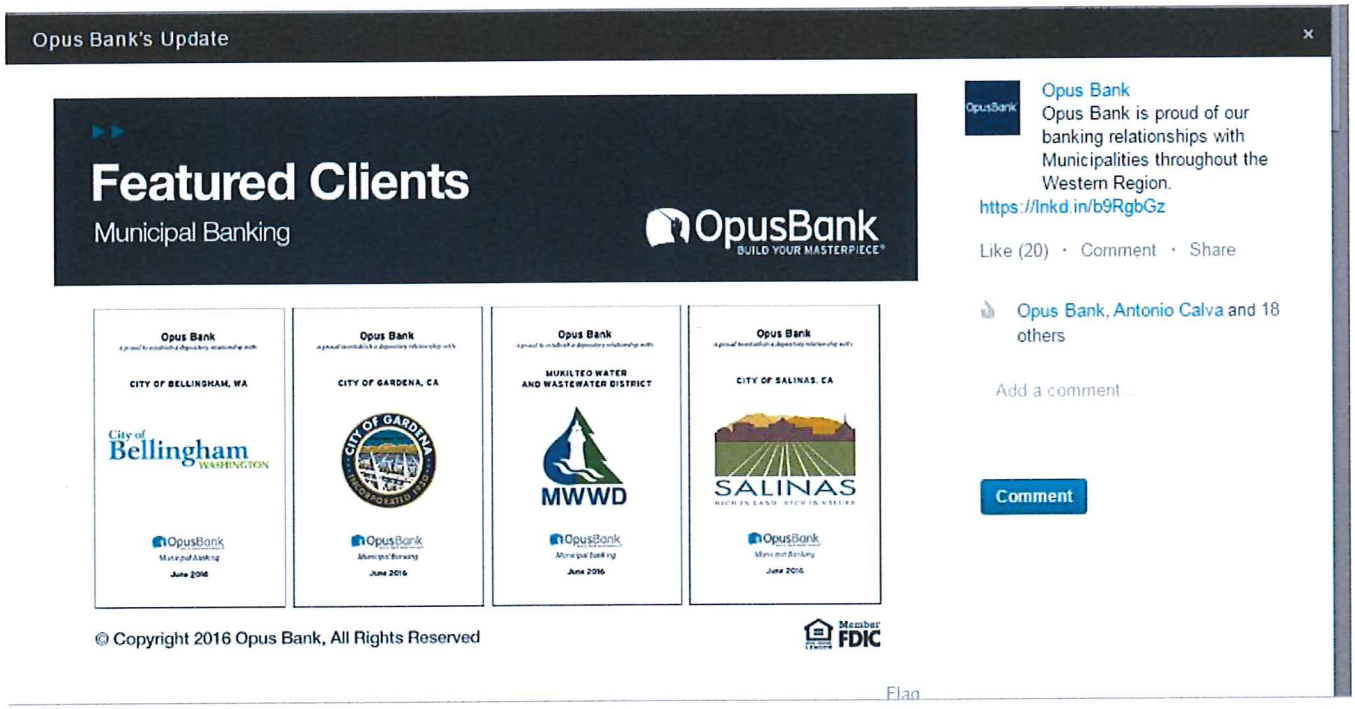
- Economic Update – the market value of Island County's portfolio (the Residual) fluctuated significantly between May to July due to international markets' reactions to England's exit from the European Union in mid-June. England is formulating new economic strategies to stimulate its markets and world markets seem to have stabilized. Bond earnings rates have increased slightly over last month and a few earnings opportunities have presented themselves.


Distribution of Portfolio Maturities - Island County Residual Investments - July 31, 2016
4 - 5 Years; $16,350,000.00 ; 21%
< 1 Year; $25,903,064.34 ; 33%
3 - 4 Years; $6,850,000.00 ; 9%
2 - 3 Years; $6,085,000.00 ; 8%
1 - 2 Years; $22,593,944.02 ; 29%
< 1 Year
1 - 2 Years
2 - 3 Years
3 - 4 Years
4 - 5 Years


Island County 2015-16 REET - Number of Affidavits Processed by Month
600
500
400
300
200
100
0
January
February
March
April
May
June
July
August
September
October
November
December
289
309
390
349
452
525
399
283
270
343
382
344
509
445
442
407
385
298
389
Affidavits Processed - 2015
Affidavits Processed - 2016


REET - County portion of Excise Tax Collections: 2013 - 2016
Island County Excise Revenue
2016 $1,839,313 (YTD)
2015 $2,797,778
2014 $2,235,181
2013 $1,937,688
$600,000
$500,000
$400,000
$300,000
$200,000
$100,000
$-
January
February
March
April
May
June
July
August
September
October
November
December
2016 REET - Island County
2015 REET - Island County
2014 REET - Island County
2013 REET - Island County

Island County's newest bank vendor Opus Bank is requesting permission to add Island County as a new customer to its "Featured Clients" listing on Linkedin's website. Please see below for the proposed listing for Island County and a screenshot clip of the bank's Linkedin webpage:



ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT

COMMISSIONERS AGENDA
- Long Range Planning - Work Session -

August 17, 2016

The draft plan will be available at www.islandcounty2036.org

Subject/Description: Comprehensive Plan Update

Discussion of the final **draft** Comprehensive Plan and related Freeland Subarea Plan. Discussion includes the anticipated submittal to the Department of Commerce for 60 day review and simultaneous community review and input.

Attachment: Yes - Memo

Action Requested: Move forward to Tuesday, August 23rd to authorize the Planning Department to submit the draft plan to the Washington State Department of Commerce for their 60 day review as required under RCW 36.70A.106

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 6th Street, P. O. Box 5000, Coupeville, WA 98239-5000
■ Internet Home Page: http://www.IslandCountyWA.gov/Planning/

~ *MEMORANDUM* ~

TO: **Island County Board of Commissioners**

FROM: **Island County Planning & Community Development**

DATE: **August 10, 2016**

SUBJECT: **2016 Comprehensive Plan Update - Discussion of the final draft Comprehensive Plan submittal to the Department of Commerce for 60 day review and community review and input**

BACKGROUND

At the July 19, 2016 meeting, Long Range Planning staff provided the following tentative timeline for the review and adoption of the 2016 Comprehensive Plan.

- Mid-August – staff will seek authorization from the Board to submit draft comprehensive plan to the Department of Commerce;
- August and September – staff will provide summary and analysis of public comments to the Board of Commissioners for evaluation, including finalization of Urban Growth Area and Joint Planning Area maps;
- October – final revised draft comprehensive plan prepared;
- November- December – final draft presented to the Planning Commission for review and recommendation; and
- January 2017 – final review and adoption by the Board.

OVERVIEW

In accordance with the timeline provided, Planning and Development staff has completed the draft 2016 Comprehensive Plan and the associated Freeland Subarea Plan. The draft elements have been circulated internally for review from various County departments including:

- Public Works,
- Facilities,
- Natural Resources,
- Planning and Development (Current Planning),
- Prosecuting Attorney, and
- Public Health.

This has resulted in many minor edits and corrections and has assisted Long Range Planning staff to improve document clarity and accuracy. Although many of the draft elements have been available of the Island County website since April 2016, (http://islandcounty2036.org/), the revised document includes the following significant changes.

- The Implementation Chapter has been removed.
- The Introduction Chapter has been revised and now includes a condensed Implementation section, information about Sub-Area Planning, and information about Interlocal Agreements.
- All elements have been revised to include completed maps and tables.
- Significant editing has been done to Appendix B reducing and eliminating unnecessary and redundant information.
- Appendix A has been completed and now includes a Growth Management Act Consistency Matrix citing relevant sections of the Comprehensive Plan that demonstrate consistency with the requirements of the Growth Management Act.

Section 36.70A.106 of the Revised Code of Washington (RCW 36.70A.106) requires each county amending a comprehensive plan to notify the State Department of Commerce of its intent to adopt/amend the comprehensive plan at least sixty days prior to final adoption. This review period provides the State Department of Commerce an opportunity to submit comments during the public review process prior to adoption. Staff anticipates seeking authorization to submit the draft 2016 Comprehensive Plan update to the State Department of Commerce at the next regular meeting of the Board of Island County Commissioners now scheduled for August 23, 2016.

Over the next few months, planning staff will continue to improve and edit the final draft. Additional edits may also be necessitated by legal review of the document which is still ongoing. Multiple reviews will be needed to identify and correct all formatting, typographical, and grammatical inconsistencies. Should any edits result in substantive changes to any narrative or any of the goals and policies, those will be brought to the Board's attention for review and consideration. Finally, additional revisions may also be necessitated by those public input recommendations the Board identifies for inclusion and revisions associated with comments provided by the Department of Commerce.

New revised draft Comprehensive Plan documents have been posted to the County's website for public review at the link provided above.

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 17, 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:* HIPAA Steering Committee: Options regarding next steps in the process of a *Privacy and Security Audit:* Outside consultant vs. internal only options.
   Attachment: None.
   Action Requested: Discussion only.
2. *Subject/Description:* HIPAA Supervisor Training.
   Attachment: None.
   Action Requested: Discussion.

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:* Mr. Terry Hull, Craft3 representative will lead a PowerPoint presentation.
   Attachment: Clean Water Loan Brochure.
   Action Requested: Discussion only.
2. *Subject/Description:* Proclaiming September 19 – 23, 2016 SepticSmart Week 2016 in Island County
   Attachment: Draft Resolution
   Action Requested: Discussion and approval to move to BOCC Consent Agenda.
3. Subject/Description: WA Dept. of Ecology; Site Hazard Assessment – 2015 stranded costs $1,046.88
   Attachment: Contract No. TPRA-2015-IsCoPH-00022
   Action Requested: Approval to move to BOCC. Contract review process is complete.

Natural Resources:

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

OUR LOAN WORKS FOR YOU

Benefits and Features

- Finance the full cost of designing, permitting, installing and maintaining your septic system.
- Competitive interest rates and no upfront costs.
- Highly inclusive for a range of property types and incomes.
- Deferred payment options may be available for Washington homeowners with lower incomes.

Eligibility

- Open to residential and commercial properties in select counties in Washington and Oregon.
- Properties can be owner- or non-owner occupied. Rentals and second homes are eligible.
- One of the following must apply:
  - your septic system is at least 25 years old;
  - your system is failing;
  - you have been contacted by Health Officials; or
  - you are under orders to fix your septic system.

Apply Now | Learn More
www.Craft3.org/CleanWater

ABOUT US

Craft3 is a nonprofit, non-bank Community Development Financial Institution (CDFI) providing loans that strengthen businesses, families and the environment throughout Oregon and Washington. Craft3 is a fully licensed consumer lender.

We are proud to offer the Clean Water Loan with support from many public and private partners including the U.S. Environmental Protection Agency and the State of Washington. A full list of supporters is available on our website.

To learn more or to apply for a loan, visit our website www.Craft3.org.

Our Offices

Astoria
Bend
Portland
Port Angeles
Seattle
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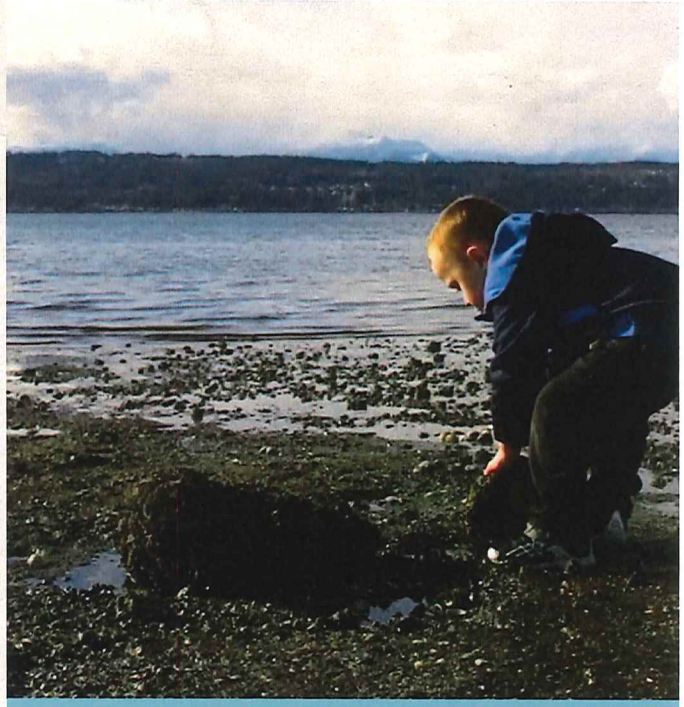
Lending to people, Investing for resilience

www.Craft3.org/CleanWater | CleanWater@Craft3.org
888-231-2170

Craft3 is an equal opportunity lender, provider and employer.
Craft3 NMLS ID #390159 6/9/16



CLEAN WATER LOAN

to repair or replace failing septic systems in Oregon and Washington

CRAFT3

Are you concerned about your septic system?

Finding out your septic system is failing can be scary and expensive — but getting it fixed doesn't have to be. That's where Craft3 comes in. With support from many partners, we offer an affordable Clean Water Loan to help families repair or replace their failing septic system with no money down.

Our Clean Water Loan makes it easier to fit the complete cost of designing, permitting, installing and maintaining your septic system into your household budget. In some cases, you can also finance connection to a nearby municipal sewer system.

Craft3 has unique approval criteria and repayment terms that work for a wide range of property types and family circumstances. Fewer failing septic systems in our communities means fewer families vulnerable to displacement and less pollution that can harm our children, natural resources, and local industries reliant on clean water.

We currently offer the Clean Water Loan to residents in select counties of Washington and Oregon. Visit www.Craft3.org/CleanWater to see if your area is eligible, learn more or read borrower stories.

We look forward to becoming your partner.

WE MAKE REPLACING YOUR SEPTIC SYSTEM EASY

1. Submit your loan application online at www.Craft3.org/CleanWater. Receive pre-approval within 3 business days.
2. Obtain a design for your system, permits and installation bids from a county-approved contractor.
3. Finalize your Craft3 loan. Securely sign your loan documents electronically or by mail.
   50 percent of your loan amount is available upfront for design, permits and installation.
4. Oversee the work by your contractor to repair or replace your septic system.
5. Authorize Craft3 to pay your contractor once work is completed to your satisfaction and approved by the county.
6. Enjoy your new system — making sure to maintain it properly.
   All loans include a $2,000 reserve to support your system's ongoing health.
7. Repay your Craft3 loan via convenient automatic bank payments.

RATES & TERMS

Washington Residential Properties

Loan rates and terms determined by applicants' annual household income, with public and private support.

Annual Household Income	Interest Rate	Loan Terms**	Example Project and Loan
Up to $35,000, owner-occupied	1.99% (2.04% APR)	No monthly payments required.*** Terms up to 15 years.	$15,000 loan amount*, no monthly payments for 179 months, 1 balloon payment of $19,456 due on the 180th month.
$35,001 - $55,000, owner-occupied	3.99% (4.36% APR)	Monthly interest-only payments.*** Terms up to 15 years.	$15,000 loan amount*, 179 monthly interest payments of $50.83, 1 balloon payment of $15,051 due on the 180th month.
Greater than $55,000 - or - Non-owner-occupied, rental property or secondary home	4.99% (5.62% APR)	Monthly principal and interest payments. Terms up to 15 years.	$15,000 loan amount*, $118.58 per month, 15 year term (180 months).

Oregon Residential Properties

Owner-occupied and non-owner-occupied properties (including rental properties and secondary homes).

Annual Household Income	Interest Rate	Loan Terms**	Example Project and Loan
All	4.99% (5.62% APR)	Monthly principal and interest payments. Term up to 15 years	$15,000 loan amount*, $118.58 per month, 15 year term (180 months).

APR, Annual Percentage Rate
* Loan availability, terms and conditions current as of 6/1/2016 and are subject to change. Residential property examples include financing of Craft3 $595 loan fee. Not all applicants will qualify.
** Principal balance and interest (if applicable) due on sale, transfer, refinance or maturity.
*** If, after 15 years, homeowner has not sold, refinanced or otherwise transferred ownership of the property, is in compliance with the loan agreement, and meets relevant lending/program criteria, the 15-year loan period may be extended, at the lender's sole discretion, for up to an additional five years.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

PROCLAMATION

In the Matter of Proclaiming	)	
September 19, 2016 – September 23, 2016	)	**RESOLUTION #C - - 16**
SepticSmart Week 2016	)	

WHEREAS, proper septic system use and routine care are vital to protecting public health, preserving our highly valued groundwater, lakes, streams and waterways, and avoiding costly repairs that can result from neglect; and

WHEREAS, nearly 28,000 septic systems in Island County treat wastewater from homes and businesses; and

WHEREAS, wastewater professionals of Island County use their expertise in the design, installation, maintenance and regulation of septic systems in Island County; and

WHEREAS, the U.S. Environmental Protection Agency's SepticSmart program used by Island County health officials educates homeowners about the need for proper septic system use and routine maintenance; and

WHEREAS, residents and the environment of Island County benefit from properly designed, installed, operated and maintained septic systems;

NOW, THEREFORE, the Board of Island County Commissioners does hereby proclaim, Monday, September 19 – Friday, September 23, 2016 as SepticSmart Week 2016 in Island County and encourages all property owners with septic systems to protect them and inspect them on a regular basis.

APPROVED this _____ day of_____, 2016.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

_____
Richard M. Hannold, Chair

_____
Helen Price Johnson, Member

_____
Jill Johnson, Member

ATTEST:

_____
Debbie Thompson
Clerk of the Board

Agreement No. TCPRA-2015-IsCoPH-00022

TOXICS CLEANUP REMEDIAL ACTION GRANT PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

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

GENERAL INFORMATION

Project Title:	Island Co. PHD - SA (2015 Stranded Costs)
Total Cost:	$1,046.88
Total Eligible Cost:	$1,046.88
Ecology Share:	$1,046.88
Recipient Share:	$0.00
The Effective Date of this Agreement is:	10/01/2015
The Expiration Date of this Agreement is no later than:	12/03/2015
Project Type:	Site Assessment (SA)

Project Short Description:
Perform Initial Investigations (IIs) and Site Hazard Assessments (SHAs) in accordance with ECOLOGY guidelines and provide information to Ecology for the ranking of sites in accordance with the Washington Ranking Method for Sites in Island County for the period of October 1st, 2015 to December 3rd, 2015.

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

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

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

Overall Goal:

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

RECIPIENT INFORMATION

Organization Name: ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

Federal Tax ID: 91-6001321
DUNS Number: 193740040

Mailing Address: PO Box 5000
Coupeville, WA 98239

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

Organization Fax: (360) 679-7390

Contacts

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

ECOLOGY INFORMATION

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

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

Contacts

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

AUTHORIZING SIGNATURES

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

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

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

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

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

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

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

Washington State
Department of Ecology

By: _____

Jim Pendowski Date
Toxics Cleanup
Program Manager

Template Approved to Form by
Attorney General's Office

ISLAND COUNTY PUBLIC HEALTH DEPARTMENT

By: _____

Richard M Hannold Date
Chair, Board of County Commissioners

Island County Board of Health

_____

Jill Johnson, Chair Date

SCOPE OF WORK

Task Number: 1 **Task Cost:** $1,046.88

Task Title: INITIAL INVESTIGATIONS J001

Task Description:
This task funds the RECIPIENT'S costs ECOLOGY determines reasonable and necessary to perform approximately 2 initial investigations. The RECIPIENT shall investigate newly discovered sites that have been identified within the RECIPIENT'S county as being a potential health or environmental risk.

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

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

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

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

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

Task Goal Statement:
Respond and report outcomes of 100% of IIs referred to Island Co. PHD by Ecology during 2015-2016 year.

Task Expected Outcome:
Respond to approximately 2 IIs during the year, complete and submit reports as required.

Recipient Task Coordinator: Andrea Krohn

INITIAL INVESTIGATIONS J001

Deliverables

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

SCOPE OF WORK

Task Number: 2 **Task Cost:** $0.00

Task Title: SITE HAZARD ASSESSMENTS J001

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

The RECIPIENT shall perform approximately 0 site hazard assessments under this task. Sites from the Confirmed or Suspected Hazardous Sites list and those pending formal cleanup actions are generally considered a higher priority for assessment. The RECIPIENT shall confirm with ECOLOGY that the proposed site is approved for work under this task prior to incurring costs.

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

Task Goal Statement:
Annually, complete SHAs at approximately 0 selected sites.

Task Expected Outcome:
Annually, complete approximately 0 SHAs and SHA reports to Ecology with ranking or NFA recommendations.

Recipient Task Coordinator: Andrea Krohn

SITE HAZARD ASSESSMENTS J001

Deliverables

Number	Description	Due Date
2.1	0 Site Ranking Reports or NFAs with copies submitted to ECOLOGY's project, financial manager, and statewide SHA Coordinator	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $0.00

Task Title: GRANT AND PROJECT ADMINISTRATION J001

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

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

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

Eligible administrative costs may also include those incurred performing activities to:

- Administer the grant, develop, and maintain grant files.
- Prepare and submit payment requests, and progress reports.
- Purchase services, supplies, tools, and equipment needed to accomplish grant tasks.

(Equipment purchases are conditionally eligible and require prior written approval by ECOLOGY's financial manager.)

- Attend training events approved in advance, including related travel costs. Training may be billed under Tasks 1-3 as appropriate.

Spending Plans:

- The RECIPIENT shall submit a spending plan to ECOLOGY. The spending plan identifies the amount by quarter in which the RECIPIENT plans to bill ECOLOGY for accumulated costs through the term of the agreement.
- The spending plan must be updated at least quarterly to reflect actual expenditures and projections for the remainder of grant/loan reimbursement requests.
- The updated spending plans must be included with each payment request/progress report as an excel file or other standard spreadsheet format on forms provided by ECOLOGY.

Travel & Per Diem:

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

Phone Services:

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

Overhead/Indirect Costs:

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

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

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

Recipient Task Coordinator: Andrea Krohn

GRANT AND PROJECT ADMINISTRATION J001

Deliverables

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

BUDGET

Funding Distribution EG160054

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

Funding Title:	Island Co. PHD - SA	Funding Type:	Grant
Funding Effective Date:	10/01/2015	Funding Expiration Date:	12/03/2015

Funding Source:

Title: Local Toxics Control Act (LTCA)

Type: State

Funding Source %: 100%

Description: Remedial action grants and loans are provided to local governments in Washington State to facilitate the cleanup of publicly owned lands contaminated with hazardous substances. Grants or Loans offered include those for initial investigations, site hazard assessments, independent cleanups, cleanups conducted under order or consent decree, safe drinking water actions, areawide groundwater investigations, and integrated planning activities. The remedial action grant and loan program was created by the Model Toxics Control Act (MTCA), Chapter 70.105D RCW. MTCA directed Ecology to adopt rules for grant and loan issuance and performance. Those rules are in Chapter 173-322A WAC, Remedial Action Grants and Loans. Funds for remedial action grants and loans come from a tax on hazardous substances. MTCA directs 44% of the tax revenue into the Local Toxics Control Account (LTCA). Each biennium, the Legislature appropriates a portion of the funds in LTCA for remedial action grants and loans.

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

Island Co. PHD - SA	Task Total
INITIAL INVESTIGATIONS J001	$ 1,046.88
SITE HAZARD ASSESSMENTS J001	$ 0.00
GRANT AND PROJECT ADMINISTRATION J001	$ 0.00

Total: $ 1,046.88

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Island Co. PHD - SA	0.00 %	$ 0.00	$ 1,046.88	$ 1,046.88
Total		**$ 0.00**	**$ 1,046.88**	**$ 1,046.88**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

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

1. ADMINISTRATIVE REQUIREMENTS

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

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

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

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

2. AMENDMENTS AND MODIFICATIONS

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

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

RECIPIENT shall:

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

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

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

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

4. ASSIGNMENT

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

5. COMMUNICATION

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

6. COMPENSATION

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

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

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

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

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

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

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

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

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

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

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

7. COMPLIANCE WITH ALL LAWS

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

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

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

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

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

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

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

8. CONFLICT OF INTEREST

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

9. CONTRACTING FOR GOODS AND SERVICES

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

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

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

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

10. DISPUTES

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

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

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

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

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

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

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

11. ENVIRONMENTAL STANDARDS

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

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

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

12. GOVERNING LAW

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

13. INDEMNIFICATION

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

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

14. INDEPENDENT STATUS

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

15. KICKBACKS

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

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved

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

18. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

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

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

19. PROGRESS REPORTING

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

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

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

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

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

20. PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

21. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

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

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

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

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

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

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

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

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

22. RECOVERY OF FUNDS

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

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

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

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

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

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

25. SUSPENSION

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

26. SUSTAINABLE PRACTICES

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

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

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

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

27. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

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

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

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

c) By Mutual Agreement

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

d) In Event of Termination

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

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

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

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

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/25/2015

BUDGET/GSA
WORK SESSION AGENDA

August 17, 2016

(1)	Subject:	CFF Grant Funding Agreement – Fakkema Farm Project
	Attachment:	Yes
	Action Requested:	Schedule for approval on upcoming Tuesday consent agenda

ISLAND COUNTY GENERAL SERVICES ADMINISTRATION
P.O. Box 5000
Coupeville, *WA 98239-5000*

Phone: (360) 679-7378 FAX: 360 240-5551

DATE: **AUGUST 10, 2016**
TO: **ELAINE MARLOW, DIRECTOR**
FROM: **DON MASON, PROGRAM COORDINATOR**
RE: **CFF PROJECT FUNDING AGREEMENT – FAKKEMA FARM PROJECT – CONSERVATION EASEMENT PURCHASES**

In 2015, the Whidbey Camano Land Trust (WCLT) applied for a $1,000,000 award from the Conservation Futures Fund (CFF) to acquire conservation easements on 315 acres of farmland and forest habitat on Wieldraayer Road. The BOCC approved that award on November 16th, 2015

This project protects the 315 acres while keeping it as productive working farms. Additionally, Island County will have a trail easement provided in the future.

The Conservation Futures Funds in this project are being leveraged with funds from US Navy.

This Funding Agreement allows for GSA to pay the $1,000,000 into the escrow for the closing of these conservation easement transactions.

Grantee: Whidbey Camano Land Trust
Project: Fakkema Farm CE Acquisition
Contract No.: RM-GSA-2016-277

ISLAND COUNTY CONSERVATION FUTURES
FUNDING GRANT AGREEMENT
WHIDBEY CAMANO LAND TRUST
FAKKEMA FARM CONSERVATION EASEMENT ACQUISITION PROJECT

This Agreement is between Island County, a political subdivision of the State of Washington, hereinafter referred to as "County," and Whidbey Camano Land Trust, a Washington non-profit corporation, hereinafter referred to as "Grantee." The purpose of this Agreement is to allow the County to provide funding assistance to the Grantee for costs associated with a conservation project known as the Fakkema Farm Conservation Easement (CE) Acquisition Project (the "Project").

It is mutually agreed as follows:

1. Contract Period. The effective date of this Agreement is _____, 2016. Unless this Agreement is terminated earlier, the Grantee must complete the Project within two (2) years of the effective date.

2. Description of Project. Grantee will acquire conservation easement protection of nearly 315 combined acres at The Fakkema Farm located on Wieldraayer Road, Oak Harbor, Washington, for the purpose of protecting these areas in perpetuity for agricultural and conservation purposes. The Project property is described in the attached Exhibit A, legal description and Exhibit B, site map.

3. Funding.

   (a) The total amount of Conservation Futures Funds awarded to Grantee hereunder is One Million Dollars ($1,000,000.00).

   (b) A detailed budget for which Project costs will be reimbursed is attached as Exhibit C - Project Budget. The total amount paid to Grantee shall not exceed the total amount of this Agreement.

   (c) Within the total contract amount, Project costs will be reimbursed on an actual costs basis unless otherwise provided in this contract. Grantee shall submit a buyer's settlement escrow document which includes supporting documentation as may be required by the County, such as a purchase and sale agreement, conservation easements and deed of right as described in section 4 below.

   (d) Funds may be advanced for property acquisitions. In such cases funds may be deposited directly with Grantee's escrow account. Any request for advanced funding shall be in writing and include supporting documentation evidencing the necessity of such request.

   (e) Funds advanced to Grantee or Grantee's escrow account that are not used within thirty (30) days of receipt for the purpose identified in this Agreement shall be returned immediately to the Island County Conservation Futures Fund.

4. Deed of Right. The Grantee shall execute and record, at the time of escrow closing, Deeds of Right to protect the public's right to prevent conversion of the properties for other inconsistent use. Such Deeds of Right shall be reviewed and approved by the County prior to closing.

5. Regulations. The performance of this Agreement shall be subject to all federal, state and local laws, rules and regulations.

6. Evaluation, Reporting, and Monitoring.

   (a) No later than 60 days from the completion of the Project, Grantee shall submit a Project report to the County confirming that the terms and conditions of this Agreement have been met. This report shall describe the completed project (including maps, GIS coordinates and photographs), briefly discuss how the completed project benefits the citizens of Island County and include a final accounting of all revenues and expenditures.

   (b) The Grantee shall submit Interim Progress Reports (by February 28 each year for the previous year) that documents the project status including related financial information as specified in this agreement. Delays in the schedule from the original application shall be identified with possible solutions to completing the project as proposed.

   (c) The Grantee shall cooperate with and freely participate in any monitoring or evaluation activities conducted by the County that are pertinent to the intent of this Agreement, including an onsite inspection of the Project after its completion.

   (d) Grantee must maintain adequate records to support expenditures funded under this Agreement. The County and any of its duly authorized representatives shall have access to any books, documents, or papers and records of the Grantee which are directly related to this Agreement for the purposes of audit examinations.

7. Contract Modifications. The County and Grantee may, from time to time, desire to make changes to this Agreement, however, no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto prior to implementation of the changes. Any oral understandings or agreements not incorporated herein shall not be binding.

8. Repayment Guarantee. All funds disbursed by the County to Grantee under this Agreement shall be used by Grantee solely for Project costs identified in Attachment A and B and which are permitted uses of Conservation Futures Funds under Island County Code Chapters 3.22A and RCW 84.34.210 and 84.34.220. In the event that it is determined that any portion of the funds provided by the County is used for any purpose not authorized under this Agreement, Grantee hereby guarantees that it will repay to the County all such funds, including interest earned calculated at the Washington State Investment Pool Rate, no later than ten (10) days from receipt of written notice of non-compliance.

9. Termination of Agreement.

   (a) If the Grantee fails to fulfill in a timely and proper manner its obligations under this Agreement or if the Grantee violates any of its covenants, agreements or stipulations of this Agreement, the County shall have the right to terminate this Agreement if such default or violation is not

corrected within twenty (20) days after the County submits written notice to the Grantee describing such default or violation; provided, that if more than twenty (20) days are required to correct any such default or violation and the Grantee has initiated appropriate corrective measures as reasonably determined by the County, the County will not terminate this Agreement.

(b) In any case this Agreement is terminated or expired, all unused funds shall be returned to the Island County Conservation Futures Fund within ten (10) days from termination or expiration of this Agreement.

10. Hold Harmless.

(a) It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. Each party hereto agrees to be responsible and assume liability for its own neglect, acts or omissions, or for those of its officers, agents, or employees to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributed to the other party.

(b) This indemnification clause shall also apply to any and all causes of action arising out of the performance of work activities under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the County is not liable for damages or claims for damages arising from Grantee's contractor's performance or activities under terms of the contract.

11. Severability. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement, which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this Agreement are declared severable.

12. Grantee's representative is:

Pat Powell, Executive Director
Whidbey Camano Land Trust
765 Wonn Road, Barn C-201
Greenbank, WA 98253

13. County's representative is:

Island County Director of General Services Administration
P.O. Box 5000
Coupeville, WA 98239
(360) 679-7373 Office

IN WITNESS WHEREOF, the COUNTY and GRANTEE have executed this Agreement as of the date and year written below.

GRANTEE:
Whidbey Camano Land Trust

By:_____ _____
Pat Powell, Executive Director Date

COUNTY:
Board of County Commissioners
Island County, Washington

By:_____ _____
Richard M. Hannold, Chair Date

EXHIBIT A: LEGAL DESCRIPTION

Parcel 1:

The Northwest Quarter of the Northeast Quarter in Section 5, Township 32 North, Range 1 East of the Willamette Meridian;

Together with that portion of vacated road right-of-way known as Dyer Road which would attach by Operation of Law, pursuant to order vacating county road under Auditor's File No. 264648, records of Island County, Washington.

Situate in the County of Island, State of Washington.

Parcel 2:

The Northeast Quarter of the Northeast Quarter in Section 5, Township 32 North, Range 1 East of the Willamette Meridian;

Together with that portion of vacated right-of-way road known as Dyer Road would attach by Operation of Law, pursuant to order vacating county road under Auditor's File No. 264648, records of Island County, Washington.

Situate in the County of Island, State of Washington.

Parcel 3:

The North Three-Quarters of the Southwest Quarter of the Northeast Quarter of Section 5, Township 32 North, Range 1 East of the Willamette Meridian.

Situate in the County of Island, State of Washington.

Parcel 4:

The Northeast Quarter of the Northwest Quarter in Section 5, Township 32 North, Range 1 East of the Willamette Meridian;

Together with that portion of vacated road right-of-way known as Dyer Road which would attach by Operation of Law, pursuant to order vacating county road under Auditor's File No. 264648, records of Island County, Washington.

Situate in the County of Island, State of Washington.

Parcel 5:

The North Three-Quarters of the East Half of the Southeast Quarter of the Northwest Quarter of Section 5, Township 32 North, Range 1 East of the Willamette Meridian.

Situate in the County of Island, State of Washington.

Parcel 6:

The Northeast Quarter of the Northwest Quarter of the Northwest Quarter of Section 5, Township 32 North, Range 1 East of the Willamette Meridian;

Situate in the County of Island, State of Washington.

Parcel 7:

The South Half of the Northwest Quarter of the Northwest Quarter of Section 5, Township 32 North, Range 1 East of the Willamette Meridian;

Except that portion described as follows:

Beginning at the Northwest corner of Said Section 5, thence South 88° 21' 30" East a distance of 58.43 feet along the North line of said Section;
thence South 5° 55' 42" West a distance of 1,225.51 feet to the Southwest corner of said Northwest Quarter of the Northwest Quarter;
thence North 3° 11' 47" East a distance of 1,222.53 feet along the West line of said Section 5 to the point of beginning.

Situate in the County of Island, State of Washington.

Parcel 8:

The North One-Half of the Southwest Quarter of the Northwest Quarter, Section 4, Township 32 North, Range 1 East of the Willamette Meridian.

Situate in the County of Island, State of Washington.

Note: The legal description for Parcel 8 will be updated prior to closing to reflect the approved Boundary Line Adjustment. The Easements shall encumber only that portion of Parcel 8 covered by Tract A as determined by the Boundary Line Adjustment. Tract B shall be unencumbered by the Easements.

Parcel 9:

The Southwest Quarter of the Northwest Quarter of Section 4, Township 32 North, Range 1 East of the Willamette Meridian.

Except the North Half thereof.

Situate in the County of Island, State of Washington.

Parcel 10:

The Southeast Quarter of the Northeast Quarter of Section 5, Township 32 North, Range 1 East of the Willamette Meridian.

Except the South Half thereof.

Situate in the County of Island, State of Washington.

Parcel 11:

The South Half of the Southeast Quarter of the Northeast Quarter of Section 5, Township 32 North, Range 1 East of the Willamette Meridian.

Situate in the County of Island, State of Washington.

Parcel 12:

The South Half of the South Half of the Southwest Quarter of the Northeast Quarter of Section 5, Township 32 North, Range 1 East of the Willamette Meridian.

Situate in the County of Island, State of Washington.

Parcel 13:

The West Half of the Southeast Quarter of the Northwest Quarter and the South Half of the South Half of the East Half of the Southeast Quarter of the Northwest Quarter of Section 5, Township 32 North, Range 1 East of the Willamette Meridian.

Situate in the County of Island, State of Washington.

Parcel 14:

The Northwest Quarter of the Northwest Quarter of Section 4, Township 32 North, Range 1 East of the Willamette Meridian.

Situate in the County of Island, State of Washington.

EXHIBIT B: Site Map

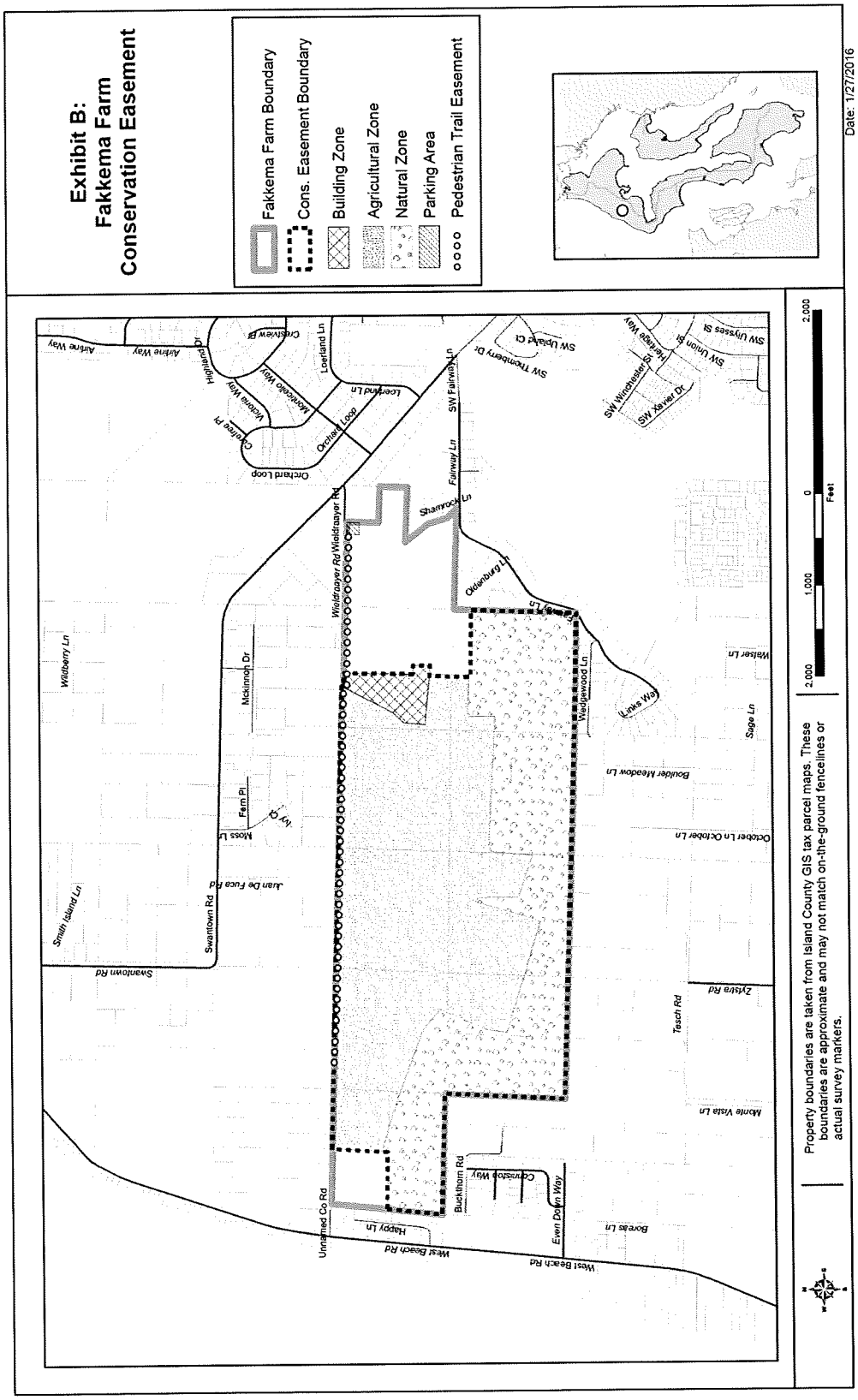


EXHIBIT C - PROJECT BUDGET

Island County Conservation Futures Funding Grant Agreement

Whidbey Camano Land Trust Fakkema Farm CE Acquisition

Planning		
	Salaries and Benefits	$
	Consultants/Sub-Contracting	$
	Goods and Services*	$
	Travel & Per Diem	$
	Other	$
	Total Planning	$
Maintenance and Operations		
	Salaries and Benefits	$
	Consultants/Sub-Contracting	$
	Goods and Services*	$
	Travel & Per Diem	$
	Other	$
	Total Maintenance / Operations	$
Management & Administration		
	Salaries and Benefits	$
	Consultants/Sub-Contracting	$
	Goods and Services*	$
	Travel & Per Diem	$
	Other	$
	Total Management & Admin	$
Equipment		
	Technology Capital Items*	$
	Technology Supplies*	$
	Equipment*	$
	Other	$
	Total Equipment	$
Property Acquisition (does not include appraisal costs, survey, engineering or other technical services)		
	Conservation Easements	$ 1,000,000.00
	Total Budget	$ 1,000,000.00

* For all line items listed with "*", please provided an attached detailed list of items and costs

Commissioners Office
Work Session
August 17, 2016

Subject/Description: **Reappointments to the Ferry Advisory Committee**
Attachments: yes
Action Requested:
Follow up:

FERRY ADVISORY COMMITTEE

RCW 47.60.310. (For meeting info: 1-800 84-FERRY) Reconstituted in accordance with the passage of SHB No. 537 during the 1988 legislative session, creating a separate committee for each ferry system in Island County.

All members must be residents of Island County, and not more than two members, at the time of their appointment, may be of the same major political party. Four year term.

POSITION	MEMBER	APPT. DATE	TERM EXPIRES
	Clinton Ferry Committee		
1.	Dean Enell (D)	12/6/10	08/31/16
2.	David Hoogerwerf,Chair(Ind)	04/06/09	08/31/18
3.	Bruce Mulvey (Ind)	05/15/06	08/31/19
	Coupeville Ferry Committee		
1.	Robert Schoening (R)	9/8/14	08/31/18
2.	Ralph Young (Ind), Chair	10/20/03	08/31/19
3.	Dennis Bright	04/08/13	08/31/16

Dean Enell, Clinton Ferry Committee, Position #1, requested reappointment.

Dennis Bright, Coupeville Ferry Committee, Position #3, requested reappointment.

HUMAN SERVICES
Work Session Agenda
August 17, 2016

Executive Session as allowed under RCW 42.30.110(1)(b)to consider acquisition of real estate.