

2016

ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE SEPTEMBER

REGULAR WORK SESSION 1st WEDNESDAY, SEPTEMBER 7, 2016

9:00 a.m.	Public Works
10:00 a.m.	Human Resources
10:30 a.m.	Sheriff
10:45 a.m.	Human Services
11:00 a.m.	Health Department/Department of Natural Resources
11:30 a.m.	Commissioners Office

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

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

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

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

BOCC:pd

cc: Elected Officials
Appointed Department Heads
Press



**ISLAND COUNTY PUBLIC WORKS
COMMISSIONERS AGENDA
~ WORK SESSION ~
Commissioners' Hearing Room
September 7, 2016 @ 9:00 a.m.**

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

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

Staff: Pam Dill

Public Works Staff Present:

Others Present:

I. Public Works

- A. Subject/Description: Freeland Sewer District Comp Plan**
Attachment:
Action requested: Discussion and Board Approval
Follow up: To be determined
- B. Subject/Description: Island Regional Transportation Planning Organization Interlocal Agreement**
Attachment: Memorandum; Interlocal Agreement
Action requested: Discussion and Board Approval
Follow up: To be determined
- C. Subject/Description: Request to Evaluate Speed Limits on Lehman Road**
Attachment: Memorandum; Petition
Action requested: Discussion and Board Approval
Follow up: To be determined

II. Surface Water

- A. Subject/Description: Pine Street Outfall**
Attachment: Memorandum; Resolution
Action requested: Discussion and Board Approval
Follow up: To be determined

III. Trails

- A. Subject/Description: Freeland Trail Segment 1 Rejection of Bid**
Attachment: Memorandum;
Action requested: Discussion and Board Approval
Follow up: To be determined

I. Public Works
B. Island RTPO Interlocal Agreement



**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

September 7, 2016

TO: Board of Island County Commissioners

FROM: Brian Wood –Transportation Planner

RE: Review of Island Regional Transportation Planning Organization Interlocal Agreement

In accordance with the Island Transportation Planning Organization's intention to form a Regional Transportation Planning Organization (RTPO) as permitted under RCW 47.80.020, it is necessary for the intended member organizations to sign an Interlocal Agreement (ILA) that defines the organization's structure and responsibilities.

The present ILA has been constructed with assistance from Island County's legal team and has incorporated feedback from the Technical Advisory Committee, Policy Board, and Washington State Department of Transportation (WSDOT). This document has completed final legal/risk review and we have been advised that it will meet WSDOT's requirements for RTPO designation.

This ILA has been sent to the City of Oak Harbor, the City of Langley, the Town of Coupeville, the Port District of South Whidbey, the Port District of Coupeville, and Island County Public Transportation Benefit Area Corporation. Each of these jurisdictions should be in the process of reviewing and signing the ILA at this time.

This IRTPO ILA has been scheduled as a consent agenda item for September 13, 2016.

Return To:

Island County
P.O. Box 5000
1 NE 7th Street
Coupeville, WA 98239

AN INTERLOCAL AGREEMENT AMONG ISLAND COUNTY, CITY OF OAK HARBOR, CITY OF LANGLEY, TOWN OF COUPEVILLE, ISLAND COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION, PORT OF SOUTH WHIDBEY, AND PORT OF COUPEVILLE, TO FORM THE ISLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION (IRTPO), AND DEFINE ITS JURISDICTIONAL AREA AND DUTIES.

THIS INTERLOCAL AGREEMENT "AGREEMENT," is made and entered into among Island County, a political subdivision of the State of Washington, hereinafter referred to as the "County," the City of Oak Harbor, a municipal corporation of the State of Washington, the City of Langley, a municipal corporation of the State of Washington, the Town of Coupeville, a municipal corporation of the State of Washington, the Island County Public Transportation Benefit Area Corporation, herein referred to as "Island Transit," the Port District of South Whidbey Island, hereinafter referred to as the "Port of South Whidbey," a public port district of the State of Washington, the Port District of Coupeville, hereinafter referred to as the "Port of Coupeville," a public port district of the State of Washington, collectively referred to as the "Members."

WITNESSETH:

WHEREAS, under chapter 39.34 RCW, counties, cities and other public agencies are authorized to enter into interlocal cooperative agreements to jointly engage in activities each is authorized by law to do on its own; and

WHEREAS, chapter 47.80 RCW authorizes the formation of a Regional Transportation Planning Organization (RTPO) by voluntary association of local governments within a county; and

WHEREAS, an RTPO may be created, pursuant to RCW 47.80.020, provided the RTPO shall:

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

WHEREAS, Island County, the City of Oak Harbor, City of Langley , Town of Coupeville, Island Transit, Port of South Whidbey, and the Port of Coupeville, find it appropriate to form a county-wide, regionally

focused transportation planning organization hereby known as the “ISLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION” or “IRTPO”; and

WHEREAS, each RTPO formed by local governments shall create a transportation policy board (“Executive Board”) to review, consider, and approve regional transportation policies of the RTPO and shall allow representatives of major employers within the region, the department of transportation, and member transit districts, port districts, cities, towns and the County within the region to participate in policy making; and

WHEREAS, among other duties, each RTPO shall perform the duties set forth in RCW 47.80.023, including, but not limited to, the following: (i) develop and periodically update a regional transportation plan in cooperation with the State Department of Transportation, providers of public transportation, ports, and local governments within the region; and (ii) designate a lead planning agency to coordinate preparation of said regional transportation plan and carry out the other responsibilities of the Organization; and

WHEREAS, a cooperative process between Island County, the City of Langley, the City of Oak Harbor and the Town of Coupeville resulted in the development of the current Island County Countywide Planning Policies, which were adopted by Ordinance C-100-15 in 2015; and

WHEREAS, the Countywide Planning Policies’ (CWPP) stated transportation goal in CWPP 2.10 is that “Island County should be served by an efficient, well connected, multimodal transportation system. Transportation plans, spending decisions, and regulations will be consistent with, and reinforce adopted land use and economic development plans”; and

WHEREAS, CWPP 3.8.1 states that “All transportation planning, including that of Federal or State agencies, and Port Districts, should be jointly and cooperatively developed, adopted and implemented through coordinated and collaborative planning efforts”; and

WHEREAS, CWPP 3.8.2 provides that “the County and Municipalities should each actively participate in multi-county, multi-jurisdictional, regional transportation planning, including planning for Washington State Ferries”; and

NOW, THEREFORE, in consideration of the following terms and conditions incorporated herein as part of this agreement, it is agreed among the Members:

Section 1: ORGANIZATION NAME AND MEMBERSHIP

A regional transportation planning organization is hereby created and established in Island County and shall be hereby known as the Island Regional Transportation Planning Organization, referred to hereafter as the “IRTPO.” The membership of the IRTPO shall be comprised of the following Members:

Island County; City of Oak Harbor; City of Langley; Town of Coupeville; Island Transit; Port of South Whidbey; and Port of Coupeville.

Section 2: PURPOSE

Recognizing that coordinated transportation planning of the Counties, Cities and Towns, Washington State Department of Transportation, the ports, transit districts, and other jurisdictions are necessarily interwoven and interdependent and that the interests of all citizens will best be served by coordinated, cooperative, and comprehensive transportation planning, this IRTPO is established to facilitate such appropriate coordination and cooperation and provide for continuing area wide transportation planning in accordance with Section 3, herein.

The IRTPO is neither intended to, nor is it authorized to, supersede the authority vested in the County, Cities and Towns, Washington State Department of Transportation (WSDOT) or Washington State Transportation Commission, but is intended to meet the prerequisites of chapter 47.80 RCW, and chapter 468-86 WAC.

Section 3: DUTIES

The duties of the RTPO shall be as follows:

- (a) To perform the functions of a Regional Transportation Planning Organization (RTPO) as set forth in Ch. 47.80 RCW and Ch. 468-86 WAC, as currently adopted or as amended, specifically:
 - (1) to prepare and periodically update a transportation strategy for the region. The strategy shall address alternative transportation modes and transportation demand management measures in regional corridors and shall recommend preferred transportation policies to implement adopted growth strategies.
 - (2) to prepare a regional transportation plan as set forth in RCW 47.80.030 that is consistent with countywide planning policies and with County, city, and town comprehensive plans, and state transportation plans.
 - (3) to certify that the transportation elements of comprehensive plans adopted by counties, cities, and towns with the region reflect the guidelines and principles developed pursuant to RCW 47.80.026, are consistent with the adopted regional transportation plan, and where appropriate, conform with the requirements of RCW 36.70A.070.
 - (4) where appropriate, to certify that countywide planning policies adopted under RCW 36.70A.210 and the adopted regional transportation plan are consistent.
 - (5) to develop, pursuant to the requirements in RCW 47.80.023(5), in cooperation with the department of transportation, operators of public transportation services and local governments within the region, a six-year regional transportation improvement program which proposes regionally significant transportation projects and programs and transportation demand management measures. The program shall be updated at least every two years for the ensuing six-year period.

(6) to include specific opportunities and projects to advance special needs coordinated transportation, as defined in RCW 47.06B.012, in the coordinated transit-human services transportation plan, after providing opportunity for public comment.

(7) to designate a lead planning agency to coordinate preparation of the regional transportation plan and carry out the other responsibilities of the organization.

(8) to review level of service methodologies used by cities and counties planning under chapter 36.70A RCW to promote a consistent regional evaluation of transportation facilities and corridors.

(9) to work with cities, counties, transit agencies, the department of transportation, and others to develop level of service standards or alternative transportation performance measures.

(10) to submit to the agency council on coordinated transportation, as provided in chapter 47.06B RCW, beginning on July 1, 2007 and every four years thereafter, an updated plan that includes the elements identified by the council. Each regional transportation planning organization must submit to the council every two years a prioritized regional human service and transportation project list.

- (b) To administer regional transportation funding programs.
- (c) To participate in the development and maintenance of transportation related information necessary to support the functions and responsibilities of the RTPO.
- (d) To promote the regional transportation interests, plans and projects to local, state and federal public and private entities.
- (e) To create committees as necessary to advise the Executive Board (as defined herein) on regional transportation related matters. At a minimum this shall include the Technical Advisory Committee (TAC) whose composition and responsibilities shall be defined by the Executive Board.
- (f) To comply with any other transportation planning requirement set forth in Ch. 47.80 RCW not otherwise mentioned above.
- (g) To perform such other transportation planning and program related functions as the Board may hereinafter determine to be in the best interests of the RTPO in carrying out the duties of the RTPO and the members thereof, which are consistent with the terms of this Agreement and related federal and state law.

Section 4: JURISDICTIONAL AND TRANSPORTATION PLANNING AREA DEFINED

The Organization's jurisdictional area shall consist of all incorporated and unincorporated areas of Island County in Washington State.

Section 5: GOVERNING BODY AND OFFICERS

- A. The governing body (the "Executive Board") of the IRTPO shall include, but is not limited to, representative(s) from Island County, the City of Oak Harbor, Town of Coupeville, City of Langley, Island Transit, and the Port of Coupeville and Port of South Whidbey. The Bylaws of the IRTPO shall govern the membership, meetings, and voting process of the Executive Board of the RTPO.
- B. The Executive Board is responsible for taking official actions performing the duties of the RTPO as set forth in Section 3 of this Agreement. The Executive Board is to receive technical assistance from

the Technical Advisory Committee as described below. The Executive Board shall also appoint the lead agency, through resolution of the RTPO, and shall have the power to create a special subcommittee if one is necessary for a special purpose or project.

Section 6: TECHNICAL ADVISORY COMMITTEE

- A. The advisory body (the “Technical Advisory Committee” or “TAC”) of the RTPO shall be comprised of the TAC committee members as listed in Appendix A to the IRTPO Bylaws. The TAC may vote according to the rules established within the Bylaws for Island Regional Transportation Planning Organization. Although the TAC meetings shall be available to the public, the TAC is not subject to the requirements of the Open Public Meetings Act, chapter 42.30 RCW, because the TAC is advisory only as it provides recommendations to the Executive Board for consideration and official action.
- B. The primary role of the TAC is to provide technical advice and information to the Executive Board, to support the Executive Board in the fulfillment of its duties. In addition to the TAC, a broad range of stakeholders including, but not limited to, regional employers, school districts, and community groups, may provide technical assistance and input to the IRTPO Executive Board whether directly, or through the TAC, upon request of the Executive Board.

Section 7: DURATION

This Agreement is perpetual unless a Member of the IRTPO decides to terminate its own membership pursuant to Section 10 of this Agreement. The effect of a Member withdrawing from the IRTPO will not affect the Agreement as to the remaining Members, unless the participation requirements in RCW 47.80.020(3) are no longer met.

Section 8: MEETINGS AND VOTING

The IRTPO Executive Board shall hold its meetings and conduct its voting in accordance with the Bylaws of the IRTPO.

Section 9: ADMINISTRATIVE STAFF AND SUPPORT

The Lead Agency, appointed by the IRTPO Executive Board, shall provide administrative support and assistance to the Regional Transportation Planning Organization, including its Executive Board and Technical Advisory Committee.

Section 10: TERMINATION OF MEMBERSHIP

An individual Member agency may withdraw from the Island Regional Transportation Planning Organization by giving sixty (60) days written notice to the Island Regional Transportation Planning Organization. Any Voting Member agency that withdraws does not absolve such member agency from

the responsibility for meeting any obligations or agreements which exist between the Island Regional Transportation Planning Organization and its Member organizations at the time of withdrawal, if any.

Note that should sufficient members terminate their membership in the IRTPO, the ability of the organization to maintain viability within this agreement may be compromised as per 47.80 RCW.

Section 11: TERMINATION OF THE ITPO

All prior agreements regarding the Island Transportation Planning Organization (ITPO) are superseded by this agreement and the members, by signing this Agreement, hereby agree to the immediate termination of the February 2016 interlocal agreement that formed the ITPO. The ITPO recently met at a regular meeting and adopted a resolution intended to dissolve the ITPO and wind up its affairs. The ITPO agreed to dissolve and terminate the February interlocal agreement because the ITPO agrees with the formation of the new IRTPO through the adoption of this Agreement. The signatories to this Agreement all agree with and ratify the action taken by the ITPO to dissolve and wind up its affairs, and the ITPO is therefore hereby dissolved and the newly formed IRTPO will resume its duties.

Section 12: EFFECTIVE DATE

This Agreement shall become effective upon the signature of each of the Members' governing bodies or executive with signing authority and the recording of this agreement with the Island County Auditor on the same date as the last signatory to sign this document. This Agreement may be signed in counterparts, each which shall be considered the same as an original.

Section 13: NO FINANCIAL OBLIGATION FOR MEMBERS

No dues or other finances will be imposed upon members of the Transportation Planning Organization.

Section 14: PROPERTY UPON TERMINATION

No property will be purchased by or shared between Members in a formal capacity as a function of their involvement in the Transportation Planning Organization.

Section 15: INDEMNIFICATION

Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to hold the other party(s) to this Interlocal Agreement harmless from any such liability.

Section 16: SEVERABILITY

If any provision of this Agreement, or its application to any person or circumstance is held invalid, the remainder of the Agreement, or the application of the provision to other persons or circumstances is not affected.

Members

Board of Island County Commissioners
Island County, Washington

City of Oak Harbor

Richard M. Hannold, Chair Date

Bob Severns, Mayor Date

City of Langley

Town of Coupeville

Tim Callison, Mayor Date

Molly Hughes, Mayor Date

Port of South Whidbey

Port of Coupeville

Curt Gordon, Commissioner Date

John Mishasek, Commissioner Date

Island County Public Transportation Benefit Area Corporation dba Island Transit

Jackie Henderson, Secretary Date

I. Public Works
C. Requests Evaluate Speed Limits
on Lehman Road.



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 26, 2016

TO: BOICC

FROM: Spencer Keane – Traffic Engineer

RE: Requests to Evaluate Speed Limits

The Public Works Department has received a petition from citizens requesting reduced speed limits on Lehman Drive. Public Works is requesting approval to conduct a speed study and field reviews of this road. The information will mainly consist of traffic volume and speed, and will take place in the fall.

Once the data is collected, Public Works staff will formulate engineering recommendations for the speed limit on each road segment. The engineering recommendations will be presented to the Board at a work session for further review and discussion. Ultimately, if the Board agrees to move forward with the proposed changes to the speed limits, ordinances to change County Code will be drafted and a public hearing will be scheduled.

Also, the Transportation Director for the Stanwood Camano School District requested a modification to the school zone at Utsalady Elementary School. The school district is currently responsible for the flashing beacons at this location that they would like to remove. So, the proposal is the change the enforcement of the school zone (and respective Island County Code section) from “when flashing” to a time period from 8:30-10:30 AM and 3-4 PM. If we wish to concur with this recommendation, then we can proceed with the public hearing process to amend the code.

ANTHONY COPPOLA
11402 NE 103RD ST
KIRKLAND, WA. 98033
(425)516-2804
YNOTTONY2011@HOTMAIL.COM

RECEIVED

AUG 03 2016

ISLAND COUNTY
COMMISSIONER'S OFFICE

August 1, 2016

Island County Board of County Commissioners

Administration Building

1 NE 7th St. Room 214

Coupeville, WA 98239-5000

Dear Commissioners,

My name is Anthony Coppola and I am a resident of the Driftwood Shores community on Camano Island. I am also a board member of our community's water board, and as such, I often receive questions, concerns or complaints regarding issues affecting our community. One such issue that residents have been complaining about is the 50 mph speed limit on Lehman Dr. between Russell Rd. and Short Rd.

Many residents use this road not only to access their homes on Driftwood Shores, Lehman Dr., or Waterline Loop Rd., but they frequently use the road to walk or ride bikes, often with children or pets, and there is a real concern for safety. The general opinion is that given the physical characteristics of the road, its narrow lanes and no shoulders, it presents a very unsafe condition when a pedestrian or bicyclist is confronted with vehicles at that 50 mph speed.

I have volunteered to represent these residents and homeowners and have followed the procedures outlined by Spenser Keane to protest the speed limit on that stretch of road and have it reduced. Please find the included petition forms of residents names that are affected by this and feel strongly that it needs to be changed before an accident happens.

Thank you for your consideration of the matter and please keep me informed of developments.

Sincerely,

Anthony Coppola

Petition to change the Speed Limit on LEHMAN DR. from RUSSELL RD. to SHORT RD.

We the undersigned request that Island County reduce the speed limit on LEHMAN RD from 50 mph to 25 mph.
 (Please list contact name and mailing address first)

Print Name	Address	Phone Number	Signature
BRUCE RICHARDS	180 Driftwood Shores	206.947.8342	<i>[Signature]</i>
GAIL RICHARDS	180 Driftwood Shores	425.466.5321	<i>[Signature]</i>
DIAN FERGUSON	232 Driftwood Shores	360-387-5456	<i>[Signature]</i>
CAROL M. STILLMAN	146 Driftwood Shores Rd	360.320.9926	<i>[Signature]</i>
JANET LEA	156 DRIFTWOOD SHORES	360 387 0346	<i>[Signature]</i>
MARMAVE SEATHER	124 DRIFTWOOD SHORES RD	360 387 0144	<i>[Signature]</i>
FRED & LYDIA TEPNER	650 Lehman Dr	300 359 1997	<i>[Signature]</i>
Martha Coppola	276 Driftwood Shores Rd	425 444 8358	<i>[Signature]</i>
KATHY CUNNINGHAM	321 DRIFTWOOD SHORES RD	360-387-1004	<i>[Signature]</i>
Joseph Cunningham	321 Driftwood Shores Rd	360-722-6637	<i>[Signature]</i>
TOM LEA	156 DRIFTWOOD SHORES RD	360 387-0346	<i>[Signature]</i>
Don Timmerman	234 Driftwood Shores Rd	360 681 0487	<i>[Signature]</i>
MAVIS JANSEN	588 LEHMAN DRIVE	360 926 8874	<i>[Signature]</i>
Kyle Wesley	566 Lehman Dr	360-853-6674	<i>[Signature]</i>
Kathryn Wesley	566 Lehman Dr	425-327-1175	<i>[Signature]</i>
DAVID Richardson	544 LEHMAN DR	425-308-7513	<i>[Signature]</i>
Phyllis Richardson	544 LEHMAN DR	425-530-5149	<i>[Signature]</i>
Byron Waiste	550 LEHMAN DR Waterline Loop	253-620-2692	<i>[Signature]</i>
Steve Waiste	550 Waterline Loop	425-210-6513	<i>[Signature]</i>
Tam Bird	566 " "	360 387-5736	<i>[Signature]</i>
MARCIA CAMPBELL	576 WATERLINE LOOP Road	360-507-3441	<i>[Signature]</i>
CURTIS M. KERR	586 WATERLINE LOOP	360 631 4537	<i>[Signature]</i>
VAL KISSELL	625 LEHMAN DR.	360-631-9351	<i>[Signature]</i>

II. Surface Water
A. Pine Street Outfall



ISLAND COUNTY PUBLIC WORKS
SURFACE WATER DIVISION

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

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

MEMORANDUM

August 24, 2016

TO: Board of Island County Commissioners

FROM: Keith Elefson,
Construction Manager
Island County Public Works

RE: Pine Street Outfall, JL 00967-0001
Discussion of County Drainage Project (CDP)
Staff Session of September 2016

Island County Public Works is requesting approval for the installation of supplemental drainage facilities near the intersection of Pine St. and Cedar St. in the plat of West View, near Freeland. This project proposes to install two stormwater pump stations, catch basins, stormwater gravity pipe and stormwater pressure pipe with a diffuser tee. Since the Pine St outfall was reduced in length, the outlet has been covered by sand and the outfall cannot adequately drain the intersection of Pine St and Cedar St during stormwater events. This project will supplement stormwater drainage when the existing gravity system is not sufficient. The project will reduce the frequency and duration of flooding at the intersection for local drainage.

The engineer's estimate for the project is \$347,450, which includes approximately \$37,000 of contingencies. Funding for this project is entirely from the 154 Clean Water Fund.

Respectfully,

*Keith Elefson
Construction Manager*

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

In the matter of initiating a County Drainage Project designated as

CDP 16-07 JL 00967-0001.

IT IS HEREBY RESOLVED THAT Pine Street Outfall, Road Log No. 21240, M.P. 0.00 to M.P. 0.05, located in Sec. 15, Twp. 29N, Rge 2E, will be improved as follows:

This project proposes to install two stormwater pump stations, catch basins, stormwater gravity pipe and stormwater pressure pipe with a diffuser tee. Since the Pine St outfall was reduced in length, the outlet has been covered by sand and the outfall cannot adequately drain the intersection of Pine St and Cedar St during stormwater events. This project will supplement stormwater drainage when the existing gravity system is not sufficient. The project will reduce the frequency and duration of flooding at the intersection for local drainage.

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

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

<u>PURPOSE</u>	<u>AMOUNT OF APPROPRIATION</u>	
Engineering	Preliminary	\$ <u>116,550</u>
	Construction	\$ <u>7,000</u>
	Sub-Total	\$ <u>123,550</u>
Right of Way Acquisition	\$ <u>0</u>
	Engineering & R/W Sub-Total	\$ <u>123,550</u>
	(Not subject to 36.77.065)	
Construction	\$ <u>186,900</u>
	Project Sub-Total	\$ <u>310,450</u>
	Contingencies	\$ <u>37,000</u>
TOTAL APPROPRIATION		\$ <u>347,450</u>

Source of Funds: Roads - \$ _____ Grant - \$ _____ Other \$ _____ Source Clean Water Fund 154
Funds Allocated: Planned _____ Secured X _____

X This project is included in the officially adopted Annual Road Program as Item No. D-02.

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

IT IS FURTHER RESOLVED that:

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

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

ADOPTED this _____ day of _____, 2016.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY WASHINGTON

Chair

Member

Member

ATTEST: _____
DEBBIE THOMPSON
Clerk of the Board

III. Trails

A. Freeland Trail Segment 1
- Rejection of Bid.



ISLAND COUNTY PUBLIC WORKS

P.O. BOX 5000, COUPEVILLE, WA 98239

Phone: (360) 679-7331

Fax: (360) 678-4550

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

Steve Marx, Assistant Public Works Director

Connie Bowers, P.E., Assistant County Engineer

MEMORANDUM

August 25, 2016

TO: Board of County Commissioners – Island County

FROM: Bryant O. Mercil, P.E. – Public Works Engineer

RE: Freeland Trail – Segment 1: PWP 11-01, JL 00968-0001; Federal Aid Project No. STPE-2015(078); Local Agency Agreement (LAA) No. LA 7350
Bid Rejection Discussion

The Public Works Department will be presenting to the Board of County Commissioners of Island County (BOCC), at its September 7, 2016 Work Session, a discussion item regarding rejection of bids for Freeland Trail – Segment 1.

At 2:30 pm on Thursday August 18, 2016 Island County Public Works (ICPW) opened two sealed bids for the Freeland Trail – Segment 1 project. Pellco Construction, Inc. (PCI) submitted the apparent low bid of \$827,281.50. SRV Construction, Inc. (SRV) submitted a bid of \$920,856.90. The project was estimated to cost in the range of \$728,000 to \$837,000.

ICPW has reviewed both bid proposals and is recommending the BOCC exercise its right to reject both bids. ICPW further recommends the BOCC issue a new call for bids.

BID PROPOSAL FROM PELLCO CONSTRUCTION (PCI)

SRV filed a Notice of Bid Protest on Friday August 19 and a Notice of Bid Protest-Supplemental dated Monday August 22. ICPW has reviewed PCI's Bid Proposal and the protest.

The Notice of Bid Protest raised the following issues:

1. PCI did not submit all required documentation at bid time, specifically the Lump Sum Breakdown for Permanent Signing as required on the Bidder's Checklist.

ICPW received the required lump sum breakdown information after the bid opening. ICPW considered the failure to include the information with the bid proposal a minor irregularity that did not warrant a recommendation to reject the bid.

2. As shown on the Local Agency Disadvantaged Business Utilization Certificate, the description of work listed for Highway Specialties, LLC was “unclear and ambiguous”.

ICPW reviewed the description of work provided by PCI and consider it to be clear and unambiguous.

3. The supplemental protest alleged that PCI’s bid failed to meet the DBE goal of 10-percent of the Contract Total since Highway Specialties, LLC failed to meet the requirements for consideration as a Regular Dealer.

ICPW has determined that Highway Specialties, LLC did not in fact meet the requirements for consideration as a Regular Dealer on Freeland Trail, Segment I. This results in the failure of PCI’s Bid Proposal to meet the DBE goal of 10-percent of the Contract Total. This in turn renders PCI’s Bid Proposal non-responsive. ICPW therefore recommends that the BOCC reject the proposal from Pellco Construction, Inc.

BID PROPOSAL FROM SRV CONSTRUCTION, INC. (SRV)

ICPW has reviewed SRV’s Bid Proposal and has identified the following issues:

1. The proposal does not contain an equipment list as required in the Statement of Bidder’s Qualifications.
2. The lump sum breakdown for Bid Item 066 “Permanent Signing” submitted with the Bid Proposal does not correspond with the lump sum total price for Permanent Signing on the submitted Bid Schedule.
3. The bid of ten cents (\$.10) per cubic yard for Bid Item 021 “Structure Excavation Class B Including Haul” appears to be excessively unbalanced below the amount of a reasonable bid to the potential detriment of Island County.
4. The bid of ten cents (\$.10) per square foot for Bid Item 022 “Shoring or Extra Excavation Class B” appears to be excessively unbalanced below the amount of a reasonable bid to the potential detriment of Island County.

ICPW believes the above referenced issues constitute an irregular proposal. ICPW is therefore recommending that the BOCC reject SRV’s Bid Proposal.



ISLAND COUNTY HUMAN RESOURCES

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

Melanie R. Bacon
Director

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

September 7, 2016 Work Session:

- **Job Requisitions**

Public Works

- Solid Waste Attendant 1 .6 FTE, replacement, R-7
- Construction Engineer, replacement, NR-17
- Laborer—Oak Harbor Road Shop, replacement, R-8

Job Requisition 2016-073

Job Requisition 2016-082

Job Requisition 2016-083

Superior Court

- Office Assistant--CASA, replacement, C-8

Job Requisition 2016-077

Juvenile Detention

- JDO .5 FTE, replacement, C-9

Job Requisition 2016-079

Prosecuting Attorney

- DPA, replacement, TM 13

Job Requisition 2016-078

- **Contract--1845**
- **Superior Court Commissioners**
 - *pay increase discussion*
- **Civil Service Chief Examiner**
 - *Discussion on moving from Exempt to Non-Exempt position*
- **Use of Credit Cards**
 - *Board discussion: should we include Travel costs?*

Sheriff Mark C. Brown

Post Office Box 5000

Coupeville, WA 98239-5000

360-678-4422, 629-4523 x7310, 321-5113 x7310

Fax 360-679-7371 MarkB@co.island.wa.us

Island County Sheriff's Office

STAFF SESSION
September 9, 2016

SHERIFF - Jail

Subject:

Intrastate Compact between Island County Sheriff/Jail and Department of Corrections. This allows Island County the ability to send pre-sentence inmates to a DOC Facility for housing and care. RM-SHER-2016-269

Attachment:

Yes

Proposed Action:

Discussion

INTRASTATE COMPACT

PURPOSE

This Compact is entered into by Island County (County) and the Washington State Department of Corrections (Department) for the purpose of maximizing the use of existing resources and to provide adequate facilities and programs for the confinement, care, treatment, and employment of Offenders. The Department and the County specifically find that the Compact is necessary or desirable in order to provide adequate housing and care or appropriate rehabilitation and treatment programs to the persons being transferred.

Article I

DEFINITIONS

Compact – the Washington Intrastate Corrections Compact.

Compact Jurisdiction – Department of Corrections or any County in the state of Washington which has executed this Compact.

Convicted Felony Offender – a person who has been convicted of a felony established by state law and is eighteen years of age or older, or who is less than eighteen years of age, but whose case has been transferred by the appropriate juvenile court to a criminal court pursuant to RCW 13.40.110 or has been tried in a criminal court pursuant to RCW 13.04.030(1)(e)(v).

County – Island County.

Department – Washington State Department of Corrections.

Extraordinary Medical Expense – any medical expense beyond that which is normally provided by contract medical providers or other health care providers at the Facility of the Receiving Jurisdiction.

Facility – any state correctional institution, camp, or other unit established or authorized by law under the jurisdiction of the Department; any jail, holding, detention, special detention, or correctional Facility operated by the County for the housing of adult Offenders; or any contract Facility, operated on behalf of either the County or the Department for the housing of adult Offenders.

Offender – a person who has been charged with and/or convicted of an offense established by applicable statute or ordinance.

Offender Day – an Offender Day is any day an Offender is in the custody of the Receiving Jurisdiction including the first day an Offender is delivered to the Receiving Jurisdiction. An Offender Day ends at midnight of the day immediately preceding the day of the Offender's release or return to the custody of the Sending Jurisdiction. An Offender Day shall not include any day that is by state law the financial responsibility of the Receiving Jurisdiction.

PREA - The Prison Rape Elimination Act of 2003.

Receiving Jurisdiction – Washington State Department of Corrections or Island County, whichever is being sent an Offender from the other party.

Secretary – the Secretary of the Department of Corrections or his or her designee.

Sending Jurisdiction -- Island County or Washington State Department of Corrections, whichever has an Offender that they want the other to house.

Article II
TERM OF THE AGREEMENT

Section 2.01 Term. The term of this Compact shall begin the date last signed, and continue until terminated as provided below.

Section 2.02 Termination. This Compact may be terminated by any party, for cause, non-appropriation of funds, or convenience, on thirty (30) days written notice, delivered to the County Sheriff or the Contracts Administrator of DOC, as appropriate. Within 30 days after the delivery of said notice, the Receiving Jurisdiction/Sending Jurisdiction shall retake physical custody of their respective Offenders being housed at the other's Facility pursuant to this Compact. The requirement of written notice will not apply if the Receiving Jurisdiction/Sending Jurisdiction, in its sole discretion, determines the cause for termination creates an immediate threat to public safety, health, or welfare.

Section 2.03 Termination Due to Unavailability of Funds. The payment of money by the Sending Jurisdiction under any provisions hereto is contingent upon the availability of funds appropriated to pay the sums pursuant to this Compact. In the event funding for this Compact becomes unavailable, withdrawn, reduced, insufficient, or limited in any way, the Receiving Jurisdiction shall have the right to terminate this term of this Compact without penalty and without the thirty (30) day notice period, except for services already provided.

Section 2.04 Intrastate Corrections Compact. The provisions of the Intrastate Corrections Compact, pursuant to RCW 72.76, are hereby made an integral part of this Compact and no provision of this Compact shall be construed in any manner inconsistent with historical intent and the provisions of the Intrastate Corrections Compact.

Article III
SENDING JURISDICTION RESPONSIBILITIES

Section 3.01 Offender Housing. The Receiving Jurisdiction shall confine and supervise the Sending Jurisdiction Offenders who are transferred to a Receiving Jurisdiction Facility pursuant to this Compact. No Offender shall be transferred until the Sending Jurisdiction has ensured that the Offender meets the Receiving Jurisdiction's screening criteria. It is the understanding of the parties that providing available Facility space for the housing of the Sending Jurisdiction Offenders is at the Receiving Jurisdiction's option. Nothing in this Compact shall be construed to require the Receiving Jurisdiction to provide space or to require the Sending Jurisdiction to present for confinement any Sending Jurisdiction Offenders. Placement of the Sending Jurisdiction Offenders in the Facility may occur at any time after the beginning of the term of this Compact.

Section 3.02 Delivery of Offenders. The Sending Jurisdiction, at its expense, will deliver Offender to the institution designated by the Receiving Jurisdiction. Should the Offender fail to meet the screening criteria of the Receiving Jurisdiction, or be rejected by the Receiving Jurisdiction for any other reason, the Sending Jurisdiction shall be responsible to retake the Offender. The Sending Jurisdiction shall provide at least one set of the Offender's personal clothing at the time of transfer, shall search the Offender's clothing for contraband prior to the transfer, and shall store the Offender's personal property throughout the duration of the Offender's incarceration unless other storage arrangements are made.

Section 3.03 Return of Offenders to Sending Jurisdiction.

- 3.03.1 The Sending Jurisdiction may demand that its Offenders be returned to its custody at the Sending Jurisdiction's Facility at any time. These transfers will be at the Sending Jurisdiction's expense and will be conducted with the Sending Jurisdiction's staff or contracted staff at the Sending Jurisdiction's expense.
- 3.03.2 As soon as practicable, but not later than 7 days after receiving a request from the Receiving Jurisdiction to return an Offender, the Sending Jurisdiction will accept custody at the Sending Jurisdiction Facility of any Offender whom the Receiving Jurisdiction requests to be returned to the Sending Jurisdiction's custody. The Sending Jurisdiction's Offender shall be returned at the Sending Jurisdiction's expense.
- 3.03.3 Should an Offender be returned to the Sending Jurisdiction as a result of any action by the Sending Jurisdiction or by a court of competent jurisdiction that prevents the Offender's confinement at the Receiving Jurisdiction's Facility, the Sending Jurisdiction shall bear the cost. The Sending Jurisdiction shall accept custody at its Facility immediately, under such circumstances.
- 3.03.4 No Offender who completes his sentence, is released by a court order, or is placed on probation or parole shall be released directly from the Receiving Jurisdiction's Facility. Prior to releasing the Offender from custody, the Offender shall be returned to the Sending Jurisdiction or to the custody of such jurisdiction as has agreed to take the Offender. These transfers will be at the Sending Jurisdiction's expense.

Section 3.04 Jurisdiction. The Sending Jurisdiction shall maintain jurisdiction over the transferred Offender.

Section 3.05 Screening Criteria. The Sending Jurisdiction, prior to transfer of the Offender, shall ensure that the Receiving Jurisdiction screening criteria is met.

Section 3.06 Notification of Sentencing Court. The Sending Jurisdiction, prior to transfer of the Offender, must notify the sentencing court(s) of the name, charges, cause numbers, date and place of transfer of any Offender prior to transfer on a form to be provided by the Department.

Section 3.07 Records Furnished to Receiving Jurisdiction by Sending Jurisdiction. The Sending Jurisdiction must furnish the Receiving Jurisdiction with copies or summaries of the records relating to medical needs, behavior, and classification of the Offender upon transfer. These records must include: 1) a copy of the commitment order or orders legally authorizing the confinement of the Offender; 2) a copy of the form notifying the sentencing court of the transfer; 3) a summary of the Offender's criminal history,

medical needs, behavioral problems, and other information relevant to the classification of the Offender; and 4) a standard identification card which includes the fingerprints and a photograph of the Offender.

Section 3.08 Public Records. The Sending Jurisdiction shall be responsible for disclosure of public records pertaining to the Offender and any costs associated with disclosure of those records, unless the Receiving Jurisdiction generated those records.

Section 3.09 Medical Care. The Sending Jurisdiction shall pay all extraordinary or emergency medical expenses incurred by the Offender, and will provide the Offender with at least a three-day supply of medication when the Offender is transferred to the Receiving Jurisdiction. This includes payment of costs to transport the Offender to and from medical appointments for medical care not available at the Facility.

Section 3.10 Notification of Release Date. The Sending Jurisdiction shall calculate the Offender's good time and notify the Offender of his/her release date. The Sending Jurisdiction shall notify the Receiving Jurisdiction, in writing, of the Offender's release date.

Section 3.11 Notification of Coordinator. The Sending Jurisdiction shall notify the Receiving Jurisdiction of the Sending Jurisdiction coordinator responsible for administering the Compact. Should the coordinator be absent for an extended period of time, the coordinator shall arrange for, and notify the Receiving Jurisdiction in writing, of the alternate contact person during the coordinator's absence.

Section 3.12 Legal Services. The Sending Jurisdiction shall provide the Offender with legal services and shall pay legal costs associated with the Offender's challenge of his or her transfer.

Section 3.13 Reconciliation of Offender Days and Costs. When the two parties to this agreement transfer Offenders to each other, there shall be a reconciliation of the number of Offender Days accrued by each party. If the number of Offender Days accrued by each party is equal, no payment for Offender Days is necessary for the affected period, except extraordinary medical, legal and transport costs. If the number of Offender days is not equal, the party accruing the lesser number of Offender Days may credit any obligation of the other party against their future obligations or may bill the other party for the excess accrued Offender Days at the daily rate set by the Office of Financial Management under RCW 70.48.440, unless the parties have agreed to another rate for a particular transfer.

Section 3.14 Transportation and Security. The Sending Jurisdiction shall provide transportation and security for Offenders being transported to and from court appearances.

Section 3.15 Inspections. The Sending Jurisdiction shall have the right to inspect and or audit the Receiving Jurisdiction's Facility at its discretion, with or without advance notice.

Article IV

RECEIVING JURISDICTION RESPONSIBILITIES

Section 4.01 Supervision. The Receiving Jurisdiction shall be responsible for the supervision of the Offenders that it accepts into custody from the Sending Jurisdiction.

Section 4.02 Screening Criteria. The Receiving Jurisdiction shall establish screening criteria for the Offenders it will accept for transfer, and will notify the Sending Jurisdiction if the Offender does not meet the screening criteria.

Section 4.03 Orientation. Upon an Offender's arrival at a Receiving Jurisdiction Facility, the Receiving Jurisdiction shall provide an orientation for the Offender. This orientation must address the following conditions at the Receiving Jurisdiction Facility: 1) requirements to work; 2) Facility rules and disciplinary procedures; 3) medical care availability; 4) visitation rules.

Section 4.04 Clothing.

4.04.1 The Receiving Jurisdiction will be responsible for laundering, repair, and replacement of Offender clothing during the Sending Jurisdiction Offender's incarceration at the Facility to ensure clean clothes and a minimum of 1 set of clothing upon admission and with clean clothing and bedding on a weekly basis thereafter.

4.04.2 The Receiving Jurisdiction shall provide work clothing and equipment appropriate to the Offender's assignment.

4.04.3 The Receiving Jurisdiction shall furnish Offenders with climate appropriate outerwear.

4.04.4 The Sending Jurisdiction Offenders returned to the Sending Jurisdiction from the Receiving Jurisdiction Facility shall have the allotted amount of Offender clothing authorized by the Sending Jurisdiction.

Section 4.05 Transferable Items. The Receiving Jurisdiction shall provide to the Sending Jurisdiction a list of allowable items that may be transferred with the Offender.

Section 4.06 Medical Care. The Receiving Jurisdiction shall be responsible for providing regular medical care, including prescription medications, to the Sending Jurisdiction Offender at the Receiving Jurisdiction's expense. The Receiving Jurisdiction shall notify the Sending Jurisdiction as far in advance as practicable prior to incurring costs as a result of extraordinary medical care. The Receiving Jurisdiction shall notify the Sending Jurisdiction as soon as practicable after an Offender receives emergency medical care.

Section 4.07 Compensation for Work. Offenders transferred to a Receiving Jurisdiction Facility who participate in programs of Offender employment shall receive the same reimbursement, if any, as other Offenders performing similar work. Only those Offenders who have been convicted may be required to work.

Section 4.08 Rules. The Receiving Jurisdiction shall notify the Sending Jurisdiction Offenders upon arrival of the rules of the jurisdiction and the specific rules of the Facility. Offenders will be required to follow all rules of the Receiving Jurisdiction.

Section 4.09 Discipline. The Receiving Jurisdiction shall provide disciplinary detention to the Sending Jurisdiction Offenders at the discretion of the Receiving Jurisdiction. The Receiving Jurisdiction may require the Sending Jurisdiction to retake any Offender found guilty of a serious infraction; similarly, the Receiving Jurisdiction may require the Sending Jurisdiction to retake any Offender whose behavior requires segregated or protective housing.

Section 4.10 Monthly Reports. The Receiving Jurisdiction institution housing the Sending Jurisdiction Offenders shall provide monthly reports to each Sending Jurisdiction on the number of Offenders housed for the Sending Jurisdiction under the Compact.

Section 4.11 Notification of Coordinator. The Receiving Jurisdiction shall notify the Sending Jurisdiction of identity of the Receiving Jurisdiction coordinator responsible for administering the Compact. Should the coordinator be absent for an extended period of time, the coordinator shall arrange for, and notify the Sending Jurisdiction in writing, of the alternate contact person during the coordinator's absence.

Section 4.12 Legal Costs. The Receiving Jurisdiction shall bear legal costs relating to the defense of actions arising from events that occur at the Receiving Jurisdiction institution while the Offender is in the Receiving Jurisdiction's custody.

Section 4.13 Facility Operations. The Receiving Jurisdiction's management of Offenders in the Facility shall be consistent with the management of other Offenders at the Facility and in accordance with current legal requirements. The Receiving Jurisdiction shall maintain staffing levels at the Facility in sufficient numbers and rank to maintain the safety of the public, staff, and offenders and to adequately carry out the provisions of this agreement.

Section 4.14 Religious Opportunity. The Receiving Jurisdiction shall provide adequate space and opportunity within the Facility for religious services.

Section 4.15 Telephone. Access to telephone service comparable to that provided to Offenders by the Sending Jurisdiction shall be provided to all transferred Offenders.

Section 4.16 Commissary and Mail. Offenders will be provided with commissary and mail services as similar as possible in form and price as those found in the Sending Jurisdiction detention Facilities.

Section 4.17 Visitation. The Receiving Jurisdiction shall provide visitation opportunities at a minimum equivalent to those offered in the Sending Jurisdiction Facilities unless individual security concerns dictate otherwise.

Section 4.18 Grievance Procedures. Initial Sending Jurisdiction Offender grievances shall be handled by the Receiving Jurisdiction, consistent with the Receiving Jurisdiction's grievance procedures. The Sending Jurisdiction staff shall handle appeals or additional review of the Sending Jurisdiction Offender grievances.

Section 4.19 Access to Courts. The Sending Jurisdiction shall be responsible to provide meaningful access to the courts through: (a) the use of court appointed attorneys to satisfy their Sixth Amendment right to counsel, (b) contracted attorneys, or (c) legal materials at the Receiving Facility. If meaningful access is to be provided through legal materials at the Facility, the Sending Jurisdiction shall supplement the Receiving Jurisdiction's legal materials as required to meet constitutional needs of Offenders. The Receiving Jurisdiction will provide the offender opportunity to access to legal materials at the Facility or to their attorney in accordance with security and operating needs and consistent with access granted to other offenders.

Section 4.20 Death of an Offender. The Receiving Jurisdiction will immediately notify the Sending Jurisdiction via telephone of any Offender death and shall have the death reviewed by the coroner of the local jurisdiction. The Receiving Jurisdiction shall also forward a certified copy of the death certificate, autopsy report, Offender's file and medical records to the Sending Jurisdiction.

Section 4.21 Escape of an Offender. The Receiving Jurisdiction will immediately notify the Sending Jurisdiction via telephone of any Offender escape. The Receiving Jurisdiction shall also notify all local law enforcement agencies of the escape.

Article V RECEIVING JURISDICTION EMPLOYEES

Section 5.1 Independent Contractor. The Receiving Jurisdiction shall perform its duties hereunder as an independent contractor and not as an employee. Neither the Receiving Jurisdiction nor any agent or employee of the Receiving Jurisdiction shall be deemed to be an agent or employee of the Sending Jurisdiction. The Receiving Jurisdiction shall pay, when due, all required employment taxes and income tax withholding including all Federal and State income tax and local head tax on any monies paid pursuant to this Compact. The Receiving Jurisdiction shall have no authorization, express or implied to bind the Sending Jurisdiction to any agreements, liability or understanding except as expressly set forth herein.

Section 5.2 Personnel. The Receiving Jurisdiction shall retain sufficient personnel to deliver twenty-four (24) hour care and supervision to Offenders, as well as administrative and support service personnel for the overall operation of the Facility. Prior to employment at the Facility, applicants shall be subjected to a thorough background check.

Section 5.3 Training. The Receiving Jurisdiction will train all personnel of the Facility. The Receiving Jurisdiction shall be responsible for all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any action or omission of its employees, agents, subcontractors or assignees incurred in connection with training.

Article VI MISCELLANEOUS

Section 6.1 Existing State Law. This Compact shall not be construed to alter the legal responsibilities of the Sending and Receiving Jurisdictions with regard to the legal and fiscal responsibility for housing of Offenders under state law.

Section 6.2 Disputes. Disputes between the Sending and Receiving Jurisdictions may be submitted to arbitration if the parties are unable to resolve any disputes arising hereunder. No disputes may be submitted to arbitration without the agreement of both parties.

Section 6.3 Equal Employment Opportunity. The parties ascribe to the principles of equal employment opportunity. Neither is responsible for ensuring that the other is in compliance with equal employment statutes or policies.

Section 6.4 Invalidity and Severability. To the extent that this Compact may be executed and performance of the obligations of the parties may be accomplished within the intent of the Compact, the terms of this Compact are several and should any term or provision hereof be declared invalid or become

inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. In the event that any provision of this Compact is held invalid, that provision shall be null and void. However, the validity of the remaining provisions of the Compact shall not be affected thereby.

Section 6.5 Jurisdiction and Venue. The laws of the State of Washington and the rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Compact. Venue for any legal action related to the performance or interpretation of this Compact shall be in the Superior Court in Thurston County, Washington.

Section 6.6 Scope of Agreement. This Compact and any appendices or exhibits to it incorporate all the agreements, covenants, and understandings between the parties. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Compact. This Compact shall not be altered, changed, or amended except by mutual consent of the parties in writing.

Section 6.7 Compliance with Applicable Laws. The parties shall at all times during the performance of their obligations of this Compact, strictly adhere to all applicable federal and state laws and regulations.

Section 6.8 Indemnification. Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents or employees to the fullest extent require by law, and further agrees to save, indemnify, defend, and hold the other party(s) to the Intrastate Compact harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into the Intrastate Compact except as expressly provided herein.

Article VII

PREA - SEXUAL MISCONDUCT

Section 7.1 **Compliance** Both parties agree to ensure that all of their employees, vendors and volunteers) that have contact with either party's offenders comply with all federal and state laws regarding sexual misconduct including, but not limited to:

- 7.1.1 The Prison Rape Elimination Act of 2003 (PREA);
- 7.1.2 The standards for adult Prisons and Jails or Community Confinement Facilities, whichever is applicable, as promulgated by the US Attorney, and
- 7.1.3 Zero tolerance toward all forms of sexual abuse and sexual harassment.

Section 7.2 **Monitoring** Each party agrees to provide to the other party documented compliance with the Federal PREA standards, and to allow the Department to monitor their facility's compliance.

- 7.2.1 Monitoring may include, but is not limited to:
- 7.2.2 Site visits,
- 7.2.3 Access to facility data, and
- 7.2.4 Review of applicable documentation.

Section 7.3 The Department may terminate this Contract:

7.3.1 Should the County fail to provide documentation that demonstrates that the County is actively and effectively working toward and is making substantive progress toward achieving compliance or

7.3.2 Should County fail to maintain PREA compliance between auditing periods, after being given a reasonable opportunity to cure.

Section 7.4 The Department will terminate this Contract:

7.4.1 Should County elect to discontinue pursuit of PREA compliance or

7.4.2 Should County be found in noncompliance through a PREA Audit and fail to cure such noncompliance within the identified time-frames or

7.4.3 Should County be found to be in egregious violation of PREA.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the State of Washington and the County of Island.

STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS

BOARD OF COUNTY COMISSIONERS
ISLAND COUNTY, WASHINGTON

Richard Morgan DATE
Secretary

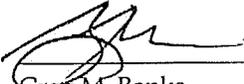
Richard M. Hannold, Chair DATE

Jill Johnson, Member DATE

Helen Price Johnson, Member DATE



Mark C. Brown DATE
Sheriff

 - Approved as to Form only

Greg M. Banks 8-10-16 DATE
Prosecutor

HUMAN SERVICES
Work Session Agenda
September 7, 2016

1. Subject: Opioid Outreach Worker Proposal
Description: Federal Block Grant (SAPT) funding approved through North Sound Behavioral Health Organization
Attachment: Yes
Proposed Action: Move forward for BOCC approval of new position

2. Subject: Contract with the ARC of Washington State
Description: Contract P2P DDA (7/16-6-17)
Attachment: Yes
Proposed Action: Move forward for BOCC approval of contract

3. Subject: Contract Amendment No. 1 with North Sound Mental Health Administration
Description: Add \$56,124 to Contract NSMHA-ISLAND-ADMIN-16
Attachment: Yes
Proposed Action: Move forward for BOCC approval of Amendment

4. Subject: Contract Amendment No. 2 with Opportunity Council
Description: Add \$97,039 of Consolidated Homeless Grant funds to Contract HS-12-16(1)
Attachment: Yes
Proposed Action: Move forward for BOCC approval of Amendment



**Island County Human Services
SAPT Block Grant
Opioid Outreach Worker Proposal**

Statement of Need

Consistent with trends seen across the county, Island County is seeing an increase in opioid use and addiction. According to the Alcohol and Drug Abuse Institute data, between 2004 and 2013 Island County has seen a 77.4% increase in deaths attributed to opiates, and a 524.5% increase in the rate of publicly funded treatment admissions involving any opiate for Island County. The rate of opiate-attributed deaths for Island County between 2011-2013 equaled 9.6, which exceeds the rate of deaths for King County, which was 7.5. (ADAI, 2015)

Services Provided

In collaboration with first responders and area service providers, the Opioid Outreach Worker will provide short-term support for people with opioid addiction until intake with local treatment providers is completed. The program will make contact with people in the community, build rapport, provide a brief assessment of barriers to care, and then help the person reduce those barriers. In addition to providing initial support, the program will help those people in need of services navigate the complex treatment system and/or recovery support services. Should a known opioid user fall out of care or relapse, the Opioid Outreach Worker will again make contact with that person to connect him/her back to services. Through this work, the Opioid Outreach Worker will collect county-specific data on opioid use.

In addition to person-centered outreach, the Opioid Outreach Worker will continue collaboration with community service providers and assist in creating additional programs, education, and training in the community. In particular, the Opioid Outreach Worker will assist the Behavioral Health Specialist in developing resources such as harm reduction programs, late night team outreach approaches, naloxone distribution, Police Assisted Addiction Recovery, and/or embedded social workers in order to reduce the adverse effects of addiction in the community, such as overdoses and property crimes.

Location

The Opioid Outreach Worker will serve all of Island County, with initial focus and attention in the South Whidbey and Camano communities.

Collaboration

Opioid Outreach will occur in collaboration with the following departments and agencies (see letters of support, attached):

- Island County Health Department
- Island County Sheriff's Office
- Coupeville Marshall's Office
- Oak Harbor Police Department
- Oak Harbor Fire Department

- South Whidbey Fire/EMS
- Whidbey Health
- Sea Mar Behavioral Health
- Narcotics Anonymous

In particular, Island County Human Services is in discussion with Island County Health Department to partner in their Harm Reduction Needle Exchange program. This will allow the Opioid Outreach Worker access the network of SUD service users currently known by the Health Department, will strengthen the bond between service providers, and will model integrated services by providing nursing hours to connect consumers to primary care physicians.

Island County Human Services is also in discussion with first responders (law enforcement and EMS) around collaboration and how the Opioid Outreach Worker might best be utilized. Sheriff Mark Brown has voiced strong support for this program.

Island County Human Services is prepared to put resources into Opioid Outreach as well, including designating additional motel vouchers for the program, pairing Opioid Outreach with Outreach Mental Health Counseling, and providing easy access to the housing resource center, along with strong supervision and support.

Approximate Number of People Served

Each year, the Opioid Outreach Worker will serve approximately 100-200 people. This number is taken from data obtained in the 2016 Island County Substance Use Disorder Services Needs Assessment, which includes data from emergency room visits, Medicaid-funded services, and courts. (Luginbill, 2016)

Expected Outcomes

- Reduction in time between initiation of action and full intake into services for people with substance use disorders in Island County, thus reducing the number of people lost to follow-up.
- Increase ability for people to access Recovery Support Services.
- Strengthened relationship between Human Services and first responders, thus providing first responders with education and training.
- Collaboration with area service providers to strengthen the network of care for people suffering from opioid addiction.
- Reduction of adverse effects of addiction, such as overdoses and property crime.
- Integrated programming between physical and behavioral health systems.

Budget

Personnel	
Expense	Estimated
1.0 Full Time Employee (w/benefits)	73,703
0.1 FTE Nursing Hours	16,000
Administration	5,000
Total	94,703

Travel and Training	
Expense	Estimated
Training	1,500
Travel	1,500
Total	3,000

Equipment and Supplies	
Expense	Estimated
Laptop Computer	(?)
Harm Reduction	4,500
Total	

Optional Additions	
Expense	Estimated
Outreach Nights	
Promotional Materials	1,000
Homeless Hygiene Packs	1,000
Food	1,000
Naloxone Program	
50 kits	4,250
Medical Consult/Administration	(?)
Motel Vouchers	ICHS match:
Total	7,250

Total cost for Opioid Outreach Worker Programming: 109,453

*Please note: the above numbers are estimates and are negotiable.

References

ADAI (2015) Opioid Trends Across Washington State.

(<http://adai.uw.edu/pubs/infobriefs/ADAI-IB-2015-01.pdf>)

Luginbill, Laura (2016). Island County Substance Use Disorder Services Needs Assessment.

DATE: 8/2/16

HUMAN SERVICES CONTRACT PROCESSING
 HUMAN SERVICES CONTRACT AMENDMENT

HUMAN SERVICES PROGRAM: Developmental Disabilities

CONTRACT WITH: The ARC of Washington State

CONTRACT NO.: Parent to Parent DOH Contract

CONTRACT AMOUNT: \$1,840

PRIOR CONTRACT AMOUNT: \$4,000

AMENDMENT AMOUNT: N/A

NO. OF PERSONS SERVED W/CONTRACT: 10

PRIOR CONTRACT NO. OF PERSONS SERVED:

CONTRACT PERIOD: July 1, 2016 – June 30, 2017

AMENDMENT PERIOD:

REASON FOR CONTRACT: To allow Parent to Parent outreach and referral for families of individuals with developmental disabilities.

ADMINISTRATIVE COSTS: No Admin Costs – Subcontractor

HUMAN SERVICES REVIEW: Sydney A. Lechner Date: 8/2/16

ACCOUNTING REVIEW: Gamine E. Montoya Date: 8/2/16



The Arc of Washington State
for people with intellectual and developmental disabilities
2638 State Avenue NE; Olympia, WA 98506
(360) 357-5596 or toll free 1-888-754-8798; (360) 357-3279 (fax)
Website: <http://www.arcwa.org>

**CONTRACT AGREEMENT BETWEEN
Island County Human Services**

and

The Arc of Washington State

PREAMBLE

The Arc of Washington State is entering into this contract with Island County Human Services (Contractor) to assist in the provision of the following activities in Island County as described below.

This contract is for the period July 1, 2016 through June 30, 2017.

The Contractor shall provide the following activities:

A. PARENT TO PARENT (P2P), a peer support network

Pay for a Parent Coordinator and provide the following P2P peer support activities:

1. Parent to Parent outreach, information, and referral for families of individuals with developmental disabilities and their child (ren) in Island County, WA.
2. Recruit new parents of children 0 – 18 to become volunteer peer mentor Helping Parents (H/P).
 - Host at least one peer mentor Helping Parent training utilizing the approved state P2P training. Encourage leadership and advocacy skills in Helping Parents.
 - Encourage diverse populations to be involved.
3. Establish and meet with your Parent Advisory group for your P2P Program quarterly and report on the discussions of culturally sensitive parent support, training, and information sharing.
4. Invite previously trained volunteer peer mentor Helping Parents (H/P) for an annual appreciation event and/or additional skill development training.
5. Offer every parent of a child with a developmental disability and/or special health care need
 - Peer support, information and assistance with resources from a trained volunteer peer mentor Helping Parent (H/P). Coordinators should follow up on each peer mentor match to make sure they are successful.
 - If you have an Ethnic Outreach Coordinator have them help families navigate resources and interpret for events and trainings. Have them translate materials into languages that the parents can read and understand.
6. Host support groups, meetings and trainings for families to find support and share information and resources.
7. Provide public awareness of your Parent to Parent program and Sponsoring Agency utilizing newsletters, social media like Facebook, e-mail, e-lists and e-groups. Use the P2P logo and name

on all materials and websites. Notify the P2P State office of any changes to your Program information in a timely fashion.

8. Contact other agencies in your area (for example: Headstart, Informing Families Building Trust Coordinators, the Interagency Coordinating Council (ICC) and Lead Family Resource Coordinator, Children with Special Health Care Needs (CSHCN) county and region, DD Regional and County Coordinators, local chapters of The Arc and Parent Coalitions) to inform them and promote your Parent to Parent-peer support activities.
9. Contact and work with your DD County Coordinator to discuss and coordinate information sharing and funding. Talk with the DD County Coordinator and local Developmental Disability Administration (DDA) staff to identify families on the wait lists and how we can connect with them.
10. Participate in scheduled Coordinator trainings hosted by P2P State Office/The Arc of Washington State. Utilize the Coordinator document page on the P2P website to get training materials and P2P Program resources.

DDA Reporting Requirements

P2P Activities:

- Submit the proper DDA *reporting and billing form* provided by the Arc of Washington State on September 30, 2016, December 31, 2016, March 31, 2017 and by June 15, 2017.
- Provide on the DDA *reporting and billing form* the date and description of the P2P activities.
- Provide the number of parents on your mailing lists using the Data Reporting Spreadsheet included with the DDA *reporting and billing form*.
- Provide the number of current trained volunteer Helping Parents in your program using the Data Reporting Spreadsheet.
- Provide the number of parents in attendance in your description of activities.
- Provide the number of parents matched with a volunteer H/P in your description of activities and indicate the number on the Data Reporting Spreadsheet.
- Include a copy of the sign-in sheet and flyer advertising the volunteer peer mentor Helping Parent training. Submit copies of completed Training Evaluations along with quarterly reports. Please utilize the evaluation forms you used for the previous contract term.
- Provide flyers & sign-in sheets for every P2P training this year.

DDA Compensation and Method of Payment (Reimbursement) \$1,840
Maximum reimbursement for DDA activities is 25% of total funds per quarter.

B. CONFIDENTIALITY/SAFE GUARDING OF INFORMATION

Confidentiality

- A. Subcontractors will comply with Chapter 42.56 RCW, *Public Records*, and other applicable federal and state regulations governing confidentiality and privilege.
- B. Subcontractors will maintain confidentiality of client records and will not disclose client information other than for treatment, payment and agency operations without the specific, informed consent of the individual, his/her legal representative, his/her parent if a minor child, or pursuant to court order, except as authorized by law or permitted by the client.
- C. Subcontractors will take precautions to safeguard the handling and disposition of confidential or sensitive information by using locked file cabinets where practical and necessary, and shredding

such documents when they are no longer needed.

Data Security Requirements

A. Implement the data security requirements as stated in Exhibit A.

C. LAWS

The contractor shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments.

The contractor and his/her employees are independent contractors and are not deemed to be employees or agents of The Arc of Washington State.

D. REIMBURSEMENT

The Arc shall reimburse the contractor a maximum of \$1,840 for the contract period.
Please note that these funds cannot be used for equipment purchases.

E. TERMINATION OF CONTRACT

Except as otherwise provided in this contract, either party may, within fourteen days by written notice, terminate this contract for services when it is in either parties' best interest. If this contract is so terminated, the Arc of Washington State shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.

CONTRACTOR

Richard M. Hannold, Chair
Name (Print)

Signature

Date

PO Box 5000
Mailing Address

Coupeville, WA 98239
City/State/Zip
360-679-7354

Phone
91-6001321

EIN Number

The Arc of Washington State

President

Signature

Date

**NORTH SOUND BEHAVIORAL HEALTH ORGANIZATION
CONTRACT AMENDMENT**

CONTRACT # NORTH SOUND BHO-ISLAND-ADMIN-16

Amendment (1)

Based on the Agreement between the North Sound Behavioral Health Organization (North Sound BHO) and Island County (Contractor), the above referenced contract dated March 1, 2016 is hereby amended as follows:

The purpose of this amendment is planning, collaborating and coordinating service delivery in Island County, by increasing consideration by \$56,124 with a new maximum consideration of \$316,821.

I. Section 5, which previously read as follows:

5. FINANCIAL PROVISIONS – REIMBURSEMENT REQUIREMENTS

The consideration to be paid by North Sound BHO for the work to be provided by Contractor pursuant to this Agreement shall consist of the available amount from primary funding sources as described in Attachment III of this Agreement, for a maximum consideration of \$260,697.

- a. The consideration by North Sound BHO to Contractor pursuant to this Agreement shall be paid monthly within 10 working days of North Sound BHO's receipt of payment by DSHS/DBHR.
- b. Payment Methodology: North Sound BHO shall pay to Contractor all allowable and allocable costs incurred as evidenced by proper invoice of Contractor as submitted on a monthly basis to the extent that those costs do not exceed each funding source maximum as set forth in Attachment III.
- c. Maximum consideration for this contract shall not exceed \$260,697.

II. Shall be replaced in its entirety with the following language:

5. FINANCIAL PROVISIONS – REIMBURSEMENT REQUIREMENTS

The consideration to be paid by North Sound BHO for the work to be provided by Contractor pursuant to this Agreement shall consist of the available amount from primary funding sources as described in Attachment III-A of this Agreement, for a maximum consideration of \$316,821.

- a. The consideration by North Sound BHO to Contractor pursuant to this Agreement shall be paid monthly within 10 working days of North Sound BHO's receipt of payment by DSHS/DBHR.
- b. Payment Methodology: North Sound BHO shall pay to Contractor all allowable and allocable costs incurred as evidenced by proper invoice of Contractor as submitted on a monthly basis to the extent that those costs do not exceed each funding source maximum as set forth in Attachment III-A.
- c. Maximum consideration for this contract shall not exceed \$316,821.

III. Attachment III shall be replaced with Attachment III-A.

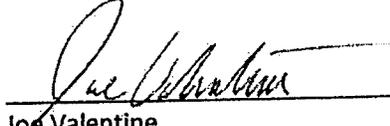
ALL TERMS AND CONDITIONS OF CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT, EXCEPT AS AMENDED BY THIS AMENDMENT (1).

THIS AMENDMENT (1) IS EXECUTED BY THE PERSONS SIGNING BELOW, WHO WARRANT THAT THEY HAVE THE AUTHORITY TO EXECUTE THIS AMENDMENT.

THIS AMENDMENT (1) SHALL BECOME EFFECTIVE ON THE DATE OF FINAL SIGNATURE BY THE PARTIES.

NORTH SOUND BHO

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



Joe Valentine
Executive Director



Date

Richard M. Hannold
Chair

Date

North Sound Behavioral Health Organization Island County Administrative Contract for 2016

SOURCES OF FUNDS	January-16	February-16	March-16	April-16	May-16	June-16	July-16	August-16	September-16	October-16	No
Allocation of Administrative Services Funding Received through North Sound BHOs Medicaid Funds	\$ 15,868.00	\$ 15,868.00	\$ 15,868.00	\$ 26,413.00	\$ 26,413.00	\$ 26,413.00	\$ 26,413.00	\$ 26,413.00	\$ 26,413.00	\$ 26,413.00	\$
State HARPS funds	1,312.50	1,312.50	1,312.50	1,312.50	1,312.50	1,312.50	1,312.50	1,312.50	1,312.50	1,312.50	
State funds HARPS back fill	1,312.50	1,312.50	1,312.50	1,312.50	1,312.50	1,312.50	1,312.50	1,312.50	1,312.50	1,312.50	
TOTAL SOURCES OF FUNDS	\$ 18,493.00	\$ 18,493.00	\$ 18,493.00	\$ 29,038.00	\$						

USES OF FUNDS	Payment Method	January-16	February-16	March-16	April-16	May-16	June-16	July-16	August-16	September-16	October-16	No
		Administrative and Direct Services Support costs	Cost	\$ 15,868.00	\$ 15,868.00	\$ 15,868.00	\$ 26,413.00	\$ 26,413.00	\$ 26,413.00	\$ 26,413.00	\$ 26,413.00	\$ 26,413.00
HARPS Housing Supports*	Cost	2,625.00	2,625.00	2,625.00	2,625.00	2,625.00	2,625.00	2,625.00	2,625.00	2,625.00	2,625.00	
TOTAL USES OF FUNDS		\$ 18,493.00	\$ 18,493.00	\$ 18,493.00	\$ 29,038.00	\$						

*HARPS funds 12 months at \$2,625 a month for a total of \$31,500, 7/1/15 to 6/30/16.

*HARPS funds 12 months at \$2,625 a month for a total of \$31,500, 7/1/16 to 6/30/17.

EXHIBIT D(2)
Scope of Work

Time Period: January 1, 2016 – June 30, 2017

DESCRIPTION	Consolidated Homeless Grant Funds	Consolidated Homeless Grant Amendment A	Consolidated Homeless Grant Amendment B
Administration – The Contracting Agency will provide oversight, HR functions, grant tracking, payroll processing, generate and submit invoices for reimbursement.	\$ 8,058	\$ 8,058	\$11,460
Facility Support for Temporary Shelter Unit			\$10,200
Rent Assistance in the private rental market for homeless households or households at risk of homelessness who have income at or below 30% of the Area Median Income.	\$ 43,001	\$ 43,001	\$43,001
Program Operations for rental assistance for homeless households or households at risk of homelessness who have income at or below 30% of the Area Median Income.	\$ 13,500	\$ 13,500	\$21,169
Rent Assistance for homeless households or households at risk of homelessness who are receiving Temporary Assistance for Needy Families (TANF).	\$ 5,279	\$ 5,279	\$22,905
Program Operations for homeless households or households at risk of homelessness who are receiving Temporary Assistance for Needy Families (TANF).	\$ 278	\$ 278	\$17,904
HEN Administration 2016 (January 1 – June 30)	\$ 1,392	\$ 1,742	\$4,578
HEN Rent/Utility/Operations/Essential Needs 2016 (January 1 – June 30)	\$ 18,492	\$ 23,142	\$60,822
Total Expenditures	\$ 90,000	\$ 95,000	\$192,039



ISLAND COUNTY PUBLIC HEALTH MEMORANDUM

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

FROM: Keith Higman, Health Services Director
Public Health

SUBJECT: Public Health Work Session – September 7, 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:* WA State Department of Health – C17111: Consolidated Contract
Attachment: Amendment No. 9
Action Requested: Approval to move to BOCC following review. Both Legal and Risk review are in progress.

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:* Craft3 and regional loan program conversation continued.
Attachment: None.
Action Requested: Discussion only.

Natural Resources:

1. *Subject/Description:* Coastal Geologic Services – Iverson Preserve and Livingston Bay
Attachment: Amendment No. 1 (DNR-07-2016)
Action Requested: Approval to move to consent agenda. Risk review is complete. Legal review is in progress.
2. *Subject/Description:* Joint Funding Agreement with US Geological Survey – Iverson Preserve and Livingston Bay
Attachment: Agreement No. 16WNWA30051
Action Requested: Approval to move to consent agenda. Risk review is complete. Legal review is in progress.

**ISLAND COUNTY HEALTH DEPARTMENT
2015 – 2017 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: C17111

AMENDMENT NUMBER: 9

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

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

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

- Adds Statements of Work for the following programs:
 - Emergency Preparedness & Response - Effective July 1, 2016
- Amends Statements of Work for the following programs:
 - Maternal & Child Health Block Grant - Effective January 1, 2015
 - WIC Nutrition Program - Effective January 1, 2015
- Deletes Statements of Work for the following programs:

2. Exhibit B-9 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-8 Allocations as follows:

- Increase of \$125,306 for a revised maximum consideration of \$1,615,292.
- Decrease of _____ for a revised maximum consideration of _____.
- No change in the maximum consideration of _____.
Exhibit B Allocations are attached only for informational purposes.

3. Exhibit C-9 Schedule of Federal Awards, attached and incorporated by this reference, amends and replaces Exhibit C-8.

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

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

This section intentionally left blank.

2015-2017 CONSOLIDATED CONTRACT
EXHIBIT A
STATEMENTS OF WORK
TABLE OF CONTENTS

DOH Program Name or Title: Emergency Preparedness & Response - Effective July 1, 20164
DOH Program Name or Title: Maternal & Child Health Block Grant - Effective January 1, 2015.....10
DOH Program Name or Title: WIC Nutrition Program - Effective January 1, 201515

**Exhibit A
Statement of Work
Contract Term: 2015-2017**

DOH Program Name or Title: Emergency Preparedness & Response -
Effective July 1, 2016

Local Health Jurisdiction Name: Island County Health Department

Contract Number: C17111

SOW Type: Original Revision # (for this SOW)

Funding Source	Federal Compliance (check if applicable)	Type of Payment
<input checked="" type="checkbox"/> Federal Subrecipient	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input checked="" type="checkbox"/> Reimbursement
<input type="checkbox"/> State	<input type="checkbox"/> Research & Development	<input type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

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

Statement of Work Purpose: The purpose of this statement of work is to establish the funding and tasks for the Public Health Emergency Preparedness and Response program for the 2016 grant period ending June 30, 2017.

Revision Purpose: N/A

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
				Start Date	End Date			
FFY16 EPR PHEP BP5 LHJ FUNDING	93.069	333.93.06	18101190	07/01/16	06/30/17	0	65,405	65,405
TOTALS						0	65,405	65,405

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1	Attend emergency preparedness events, (e.g. trainings, meetings, conference calls, and conferences) as necessary to advance LHJ preparedness or complete the deliverables in this statement of work.		Submit mid-year and end-of-year progress reports.	December 31, 2016 and June 30, 2017	Reimbursement for actual costs not to exceed total funding consideration amount.
2	Complete reporting templates as requested by DOH to comply with program and federal grant requirements (e.g. performance measures, gap analysis, mid-year and end-of-year reporting templates, etc.)		Submit completed templates to DOH	June 30, 2017	
3	Develop or update and maintain written procedures to activate an Emergency Response Plan within the jurisdiction. Include the following: <ul style="list-style-type: none"> Describe how the command structure is utilized to manage emergency response 		Submit mid-year and end-of-year progress reports. Submit the most recent Emergency Response Plan.	December 31, 2016 and June 30, 2017 June 30, 2017	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> • Describe the relationship between the LHJ and the county Emergency Operating Center (EOC) during a response. • Identify and maintain an EOC location from which public health will coordinate the Emergency Support Function #8 (ESF#8) response (this may be the County's EOC) • Identify the actions the LHJ will take in response to public health incidents that initiate a response. • Describe the process for notifying and mobilizing staff during an incident. <p>3.1) Document that ESF#8 is identified in the Public Health Emergency Plan and is integrated with the City and/or County Emergency Plans.</p> <p>3.2) Provide training on ESF#8 response plans and policies for appropriate staff who serve in the EOC in the ESF#8 role within the Incident Command System (ICS).</p> <p>3.3) Train appropriate public health emergency response staff on Web EOC or applicable information management system utilized by local emergency management in the county.</p>		<p>Submit written ESF#8 documentation showing inclusion in city and/or county emergency plans.</p> <p>Provide agenda and sign-in sheets for training conducted.</p> <p>Provide syllabus and sign-in sheets for training conducted.</p>	<p>June 30, 2017</p> <p>June 30, 2017</p> <p>June 30, 2017</p>	
4	Develop or update and maintain a decision making protocol to support the Local Health Officer (LHO) and the Public Health Administrator in making policy level decisions during an emergency. Ensure the LHO is capable of exercising legal authorities as necessary to protect public health.		Submit completed protocol to DOH	June 30, 2017	
5	Maintain Washington Secure Electronic Communication, Urgent Response and Exchange System (WASECURES) program as the primary emergency notification system within the LHJ and include all critical LHJ positions as registered users.		Submit list of registered users to include their title and role in the emergency response plan.	June 30, 2017	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<p>5.1) Conduct a notification drill, within the jurisdiction, using WASECURES.</p> <p>Notes: Registered users of WASECURES must log in quarterly at a minimum. DOH will provide on-site technical assistance to LHJ, as needed, on utilizing WASECURES. LHJ may choose to utilize other notification systems <u>in addition</u> to WASECURES to alert staff during incidents.</p>		Submit results of notification drill.	June 30, 2017	
6	<p>Develop or update and maintain procedures for defining how LHJ will request assistance during disasters from the local Emergency Operations Center (EOC), neighboring LHJs, and DOH.</p> <ul style="list-style-type: none"> • Identify how resources are coordinated with the local EOC. • Identify how to coordinate logistics to receive resources from DOH and other partners. (If LHJs rely on local Emergency Management (EM) or other partners to coordinate logistical issues for receiving resources, and the local EM plan documents this fact, that documentation will suffice.) 		Submit up to date procedures to DOH	June 30, 2017	
7	<p>Develop or update and maintain procedures and tools to demonstrate the ability to inform the public of threats to health and safety by various means. Include a list of the various mechanisms used by your LHJ for releasing information to the public during drills, exercises or incident response.</p> <p>7.1) Create and maintain templates for news releases for categories of public health hazards.</p>		<p>Submit up to date procedures used to inform the public during drills, exercise or incident response. Include a summary of how communication tools were used.</p> <p>Submit sample templates.</p>	<p>June 30, 2017</p> <p>June 30, 2017</p>	
8	<p>Develop and/or update and maintain a continuity of operations plan (COOP) for your jurisdiction. Plan shall include:</p> <ul style="list-style-type: none"> • Definition and identification of essential services to sustain LHJ mission and operations • Line of succession and written delegation of authority for select critical positions in the LHJ, including LHO 		Submit the most current COOP plan to DOH	June 30, 2017	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> Plans for cross training and reassigning staff (scalable workforce reduction) and temporarily discontinuing select LHHJ functions to sustain critical services. 				
9	<p>Develop or update and maintain the capability to gain and maintain situational awareness during an incident.</p> <p>Develop or update and maintain forms and procedures for collecting key data elements during disasters including:</p> <ul style="list-style-type: none"> The functionality of critical public health operations The functionality of critical healthcare facilities and the services they provide The functionality of critical infrastructure serving public health and healthcare facilities (roads, water, sewer, power, communications) Number of disease cases Number of fatalities attributed to an incident If key elements are collected by others, such as local EM, Healthcare Coalition (HCC) or Coroner or Medical Examiner, describe how the LHHJ gains access to that information. <p>9.1) Train staff to all procedures used to establish and maintain situational awareness during an incident.</p>		<p>Submit a summary of how these policies and procedures were used to maintain situational awareness during all drills, exercises and incidents in the end-of-year progress reports.</p> <p>Submit data collection forms</p> <p>Submit sign-in sheets for trainings conducted.</p>	<p>June 30, 2017</p> <p>June 30, 2017</p> <p>June 30, 2017</p>	
10	Participate in an annual evaluation of response capabilities based on a standard evaluation tool created by DOH.		Document participation on end-of-year progress report	June 30, 2017	
11	<p>Participate in one or more drills, exercises or real world incidents testing each of the following:</p> <ul style="list-style-type: none"> The process for requesting and receiving resources The process for gaining and maintaining situational awareness Development of an ESF#8 situation report, or compilation of situational awareness information to be included in a County situation report 		<p>Submit mid-year and end-of-year progress reports</p> <p>Submit after action review (AAR) and improvement plan (IP) for each drill/exercise/incident.</p>	<p>December 31, 2016 and June 30, 2017</p> <p>Within 45 days of completion of the exercise.</p>	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	<ul style="list-style-type: none"> • EOC or ICS activation • The COOP plan for the LHJ 		(Note: If LHJ participates in a drill, exercise or real world incident lead by another entity and are unable to obtain the documents, write an AAR and IP for your LHJ's role in the drill, exercise or incident.)		
12	<p>Develop or update and maintain an ESF#8 situation report form based on an established planning cycle.</p> <p>12.1) Develop or update and maintain procedures for disseminating situation reports to ESF#8 response partners.</p>		<p>Submit situation report template.</p> <p>Submit sign-in sheets for trainings conducted</p>	<p>June 30, 2017</p> <p>June 30, 2017</p>	
13	<p>For non-Cities Readiness Initiative (CRI) counties: Develop or update and maintain procedures to request, receive, and dispense medical countermeasures.</p> <p>13.1) Develop or update and maintain medication distribution plans to ensure strategic national stockpile (SNS) resources delivered to the health jurisdiction reach dispensing locations identified by the LHO.</p>		<p>Submit the most recent procedure to request, receive, and dispense medical countermeasures to DOH.</p> <p>Submit most recent medication distribution plans.</p>	<p>June 30, 2017</p> <p>June 30, 2017</p>	
14	Develop or update and maintain procedures on how spontaneous health and medical volunteers are managed during disaster response, including roles non-vetted volunteers can perform.		Submit procedure for management of health and medical volunteers to DOH.	June 30, 2017	
15	Review and update the Pandemic Influenza Plan for inclusion in the Emergency Response Plan (ERP).		Submit a copy of updated Pandemic Influenza Plan.	June 30, 2017	
16	Review and prepare Memorandums of Agreement or Memorandums of Understanding (MOAs/MOUs) with distribution centers for submittal to the County for approval and to the distributors for approval and signature.		Submit copies of completely executed MOAs and/or MOUs.	June 30, 2017	

***For Information Only:**

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

Special Requirements**Federal Funding Accountability and Transparency Act (FFATA)**

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

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

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

DOH Program Contact

Jennifer Moore, Contract and Finance Specialist

Department of Health

P O Box 47960

Olympia, WA 98504-7960

jennifer.moore@doh.wa.gov

PHEP/HPP Deliverable Submission email address: concondeliverables@doh.wa.gov

**Exhibit A
Statement of Work
Contract Term: 2015-2017**

DOH Program Name or Title: Maternal & Child Health Block Grant - Effective January 1, 2015

Local Health Jurisdiction Name: Island County Health Department

Contract Number: C17111

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

Period of Performance: January 1, 2015 through September 30, 2017

Funding Source	Federal Compliance (check if applicable)	Type of Payment
<input checked="" type="checkbox"/> Federal Subrecipient	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input checked="" type="checkbox"/> Reimbursement
<input type="checkbox"/> State	<input type="checkbox"/> Research & Development	<input type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

Statement of Work Purpose: The purpose of this statement of work is to support local interventions that impact the target population of the Maternal and Child Health Block Grant.

Revision Purpose: The purpose of this revision is to provide additional funding, add activities, add and revise deliverable due dates, extend the period of performance from September 30, 2016 to September 30, 2017 for continuation of MCHBG-related activities and add Special Instructions.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
				Start Date	End Date			
FFY15 MCHBG CBP CONCON	93.994	333.93.99	78734250	01/01/15	09/30/15	41,853	0	41,853
FFY16 MCHBG LHJ & OTHER CONTRACTS	93.994	333.93.99	78730260	10/01/15	09/30/16	55,804	0	55,804
FFY17 MCHBG LHJ & OTHER CONTRACTS	93.994	333.93.99	78730270	10/01/16	09/30/17	0	55,804	55,804
TOTALS						97,657	55,804	153,461

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Maternal and Child Health Block Grant (MCHBG) Administration					
1a	Participate in calls, at a minimum of every other month, with DOH contract manager. Dates and time for calls are mutually agreed upon between DOH and LHJ.		Designated LHJ staff will participate in contract management calls.	September 30, 2016 September 30, 2017	Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only reflect activities paid for with funds provided in this statement of work for
1b	Participate in DOH sponsored MCHBG-related quarterly conference calls and/or webinars, including up to two (2) in-person meetings.		Designated LHJ staff will participate in calls, webinars, and meetings.	September 30, 2016 September 30, 2017	
1c	Complete 2015-2016 MCHBG Budget Workbook for October 1, 2015 through September 30, 2016 using DOH provided template.		Submit completed MCHBG Budget Workbook to DOH contract manager.	September 4, 2015	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1d	Report actual expenditures for October 1, 2014 – December 31, 2014.		Submit actual expenditures using the MCHBG Budget Workbook (Sections A and B only) to contract manager.	February 18, 2015	the specified funding period. See Program Specific Requirements and Special Billing Requirements.
1e	Report actual expenditures for January 1, 2015 through September 30, 2015.		Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.	November 30, 2015	
1f	Complete 2016-2017 MCHBG Budget Workbook for October 1, 2016 through September 30, 2017 using DOH-provided template.		Submit completed MCHBG Budget Workbook to DOH contract manager.	September 2, 2016	
1g	<i>Report actual expenditures for October 1, 2015 through September 30, 2016.</i>		<i>Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.</i>	<i>November 30, 2016</i>	
1h	<i>Report actual expenditures for October 1, 2016 through March 31, 2017.</i>		<i>Submit actual expenditures using the MCHBG Budget Workbook to DOH contract manager.</i>	<i>May 26, 2017</i>	
1i	<i>Complete 2017-2018 MCHBG Budget Workbook for October 1, 2017 through September 30, 2018 using DOH-provided template</i>		<i>Submit completed MCHBG Budget Workbook to DOH contract manager.</i>	<i>September 1, 2017</i>	
MCHBG Assessment and Evaluation					
2a	Participate in statewide capacity and needs assessment activities in preparation for next statewide 5 year plan, as requested.		Documentation using report template provided by DOH.	May 1, 2015	Reimbursement for actual costs, not to exceed total funding consideration. See Program Specific Requirements and Special Billing Requirements.
2b	Participate in project evaluation activities developed and coordinated by DOH, as requested.		Documentation using report template provided by DOH.	September 30, 2016 September 30, 2017	
2c	<i>Report program level strategy measure data</i>		<i>Documentation using Action Plan Quarterly Report and MCHBG Budget Workbook</i>	<i>January 15, 2017</i> <i>April 15, 2017</i> <i>July 15, 2017</i>	
MCHBG Implementation					
3a	Develop 2015-2016 MCHBG Action Plan for October 1, 2015 through September 30, 2016 using DOH provided template.		Submit MCHBG Action Plan to DOH contract manager.	Draft - August 21, 2015 Final - September 4, 2015	Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only reflect activities paid for with funds provided in this
3b	Report activities and outcomes of 2014-2015 MCHBG Action Plan using DOH provided template.		Submit Action Plan quarterly reports to DOH contract manager.	January 15, 2015 April 15, 2015 July 15, 2015 October 15, 2015	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
				If LHJ chooses to bill on a monthly basis, reports are due on or before the 15 th of the following month.	statement of work for the specified funding period.
3c	Develop 2016-2017 MCHBG Action Plan for October 1, 2016 through September 30, 2017 using DOH-provided template.		Submit MCHBG Action Plan to DOH contract manager.	Draft- August 19, 2016 Final-September 2, 2016	See Program Specific Requirements and Special Billing Requirements.
3d	Report activities and outcomes of 2015-2016 MCHBG Action Plan using DOH-provided template.		Submit Action Plan quarterly reports to DOH contract manager.	January 15, 2016 April 15, 2016 July 15, 2016 October 15, 2016 If LHJ chooses to bill on a monthly basis, reports are due on or before the 15 th of the following month.	
3e	<i>Develop 2017-2018 MCHBG Action Plan for October 1, 2017 through September 30, 2018 using DOH-provided template.</i>		<i>Submit MCHBG Action Plan to DOH contract manager.</i>	<i>Draft- August 18, 2017 Final-September 1, 2017</i>	
3f	<i>Report activities and outcomes of 2016-2017 MCHBG Action Plan using DOH-provided template.</i>		<i>Submit Action Plan quarterly reports to DOH contract manager.</i>	<i>January 15, 2017 April 15, 2017 July 15, 2017 If LHJ chooses to bill on a monthly basis, reports are due on or before the 15th of the following month.</i>	
Children with Special Health Care Needs (CSHCN)					
4a	Complete Child Health Intake Form (CHIF) using the CHIF Automated System on all infants and children served by the CSHCN Program as referenced in CSHCN Program Manual.		Submit CHIF data into Secure File Transport (SFT) website: https://sft.wa.gov	January 15, 2015 April 15, 2015 July 15, 2015 October 15, 2015 January 15, 2016 April 15, 2016 July 15, 2016 October 15, 2016 January 15, 2017 April 15, 2017 July 15, 2017	Reimbursement for actual costs, not to exceed total funding consideration. Action Plan and Progress Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
4b	Administer allocated requested DOH Diagnostic and Treatment funds for infants and children per CSHCN Program Manual when funds are used.		Submit completed Health Services Authorization forms and Central Treatment Fund requests directly to the CSHCN Program as needed.	30 days after forms are completed.	period. See Program Specific Requirements and Special Billing Requirements.
4c	Participate in the CSHCN Regional System and quarterly meetings as described in the CSHCN Program Manual.		Submit Action Plan quarterly reports including number of regional meetings attended to the DOH contract manager.	January 15, 2015 April 15, 2015 July 15, 2015 October 15, 2015 January 15, 2016 April 15, 2016 July 15, 2016 October 15, 2016 January 15, 2017 April 15, 2017 July 15, 2017	

***For Information Only:**

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

Program Specific Requirements/Narrative**Special Requirements****Federal Funding Accountability and Transparency Act (FFATA)**

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

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

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

Program Manual, Handbook, Policy References

Children with Special Health Care Needs Manual - <http://www.doh.wa.gov/Portals/1/Documents/Pubs/970-209-CSHCN-Manual.pdf>

Health Services Authorization (HSA) Form

<http://www.doh.wa.gov/Portals/1/Documents/Pubs/910-002-ApprovedHSA.docx>

Restrictions on Funds (what funds can be used for which activities, not direct payments, etc)

- At least 30% of federal Title V funds must be used for preventive and primary care services for children and at least 30% must be used services for children with special health care needs. [Social Security Law, Sec. 505(a)(3)].

2. Funds may not be used for:
 - a. Inpatient services, other than inpatient services for children with special health care needs or high risk pregnant women and infants, and other patient services approved by Health Resources and Services Administration (HRSA).
 - b. Cash payments to intended recipients of health services.
 - c. The purchase or improvement of land, the purchase, construction, or permanent improvement of any building or other facility, or the purchase of major medical equipment.
 - d. Meeting other federal matching funds requirements.
 - e. Providing funds for research or training to any entity other than a public or nonprofit private entity.
 - f. payment for any services furnished by a provider or entity who has been excluded under Title XVIII (Medicare), Title XIX (Medicaid), or Title XX (social services block grant).[Social Security Law, Sec 504(b)].

3. If any charges are imposed for the provision of health services using Title V (MCH Block Grant) funds, such charges will be pursuant to a public schedule of charges; will not be imposed with respect to services provided to low income mothers or children; and will be adjusted to reflect the income, resources, and family size of the individual provided the services. [Social Security Law, Sec. 505 (1)(D)].

Monitoring Visits (frequency, type)

Telephone calls with contract manager at least one every other month.

Special Billing Requirements

Payment is contingent upon DOH receipt and approval of all deliverables and an acceptable A19-1A invoice voucher. Payment to completely expend the "Total Consideration" for a specific funding period will not be processed until all deliverables are accepted and approved by DOH. Invoices must be submitted at least quarterly and must be based on actual allowable program costs. Billing for services on a monthly or quarterly fraction of the "Total Consideration" will not be accepted or approved. Monthly invoices on actual allowable program costs will be accepted but an updated Action Plan Progress Report must also be submitted.

Special Instructions

Any materials or communication products developed regarding work related to this Statement of Work should include the following text: "Supported by the Washington State Department of Health, Office of Healthy Communities through the Maternal and Child Health Block Grant award from the Maternal and Child Health Bureau (Title V, Social Security Act), Health Resources and Services Administration".

DOH Program Contact

Chris Zipperer

Healthy Communities Consultant

Office of Healthy Communities

Washington State Department of Health

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**Exhibit A
Statement of Work
Contract Term: 2015-2017**

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

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

SOW Type: Revision Revision # (for this SOW) 7

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

Funding Source	Federal Compliance (check if applicable)	Type of Payment
<input checked="" type="checkbox"/> Federal Subrecipient	<input checked="" type="checkbox"/> FFATA (Transparency Act)	<input checked="" type="checkbox"/> Reimbursement
<input type="checkbox"/> State	<input type="checkbox"/> Research & Development	<input type="checkbox"/> Fixed Price
<input type="checkbox"/> Other		

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

Revision Purpose: The purpose of this revision is to add FFY17 USDA Breastfeed Peer Counseling funds and a Special Requirement.

Chart of Accounts Program Name or Title	CFDA #	BARS Revenue Code	Master Index Code	Funding Period (LHJ Use Only)		Current Consideration	Change Increase (+)	Total Consideration
				Start Date	End Date			
FFY15 USDA WIC NLS	10.557	333.10.55	76210250	01/01/15	09/30/15	176,264	0	176,264
FFY16 USDA WIC NLS	10.557	333.10.55	76210260	10/01/15	09/30/16	271,053	0	271,053
FFY17 USDA WIC NLS	10.557	333.10.55	76210270	10/01/16	12/31/16	53,421	0	53,421
FFY15 USDA BREASTFEED PEER COUNSEL	10.557	333.10.55	76214250	01/01/15	09/30/16	16,388	0	16,388
FFY15 USDA FMNP OPS	10.572	333.10.57	76540250	01/01/15	09/30/15	400	0	400
FFY16 USDA BREASTFEED PEER COUNSEL	10.557	333.10.55	76214260	01/01/16	09/30/16	12,291	0	12,291
FFY16 USDA FMNP OPS	10.572	333.10.57	76540260	07/01/16	09/30/16	390	0	390
FFY17 USDA BREASTFEED PEER COUNSEL	10.557	333.10.55	76214270	10/01/16	09/30/17	0	4,097	4,097
TOTALS						530,207	4,097	534,304

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

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

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2	Breastfeeding Promotion				See "Special Billing Requirements" below
2.1	Provide breastfeeding promotion and support activities in accordance with federal and state requirements	3.1	Status report of chosen activities in Nutrition Education Plan. Documentation must be available for review by WIC monitor staff.	First year due 03/31/15 Second year due 03/31/16 Third year due 03/31/17 Biennial WIC monitor	
2.2	Work with community partners to improve practices that affect breastfeeding. Choose one or more of the following projects: <ul style="list-style-type: none"> ▪ Change worksite policies of employers who likely employ low income women ▪ Provide breastfeeding education to health care providers who serve low income pregnant and breastfeeding women ▪ Work with birthing hospitals to improve maternity care practices that affect WIC client breastfeeding rates ▪ Provide clients access to lactation consultants ▪ Provide staff and community partners breastfeeding training <p>Other projects will need pre-approval from the State WIC Office.</p>	4.2	Status report of chosen activities in Nutrition Education Plan. Documentation must be available for review by WIC monitor staff.	First year due 03/31/15 Second year due 03/31/16 Third year due 03/31/17 Biennial WIC monitor	
3	Breastfeeding Peer Counseling Program				See "Special Billing Requirements" below
3.1	Provide breastfeeding peer counseling program activities in accordance with federal and state requirements. The WIC Breastfeeding Peer Counseling Program is meant to enhance, not replace, WIC Breastfeeding Promotion and support activities.	3.1	Breastfeeding Peer Counseling Annual Report from the previous federal fiscal year. Documentation must be available for review by WIC monitor staff.	First year due 12/31/15 Second year due 12/31/16 Third year due 12/31/17 Biennial WIC monitor	
3.2	Track Breastfeeding Peer Counseling Program expenditures and bill separately from the WIC grant.	3.1	Documentation must be available for review by WIC monitor staff	Biennial WIC monitor	
3.3	As partner agency, maintain an up to date memorandum of understanding (MOU) with Community Action Council of Skagit County to meet the requirements of the Breastfeeding Peer		Breastfeeding Peer Counseling Annual Report from the previous federal fiscal year.	First year due 12/31/15 Second year due 12/31/16 Third year due 12/31/17	

Task Number	Task/Activity/Description	*May Support PHAB Standards/Measures	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	Counseling Program as described in Tasks 3.1 and 3.2.		Documentation must be available for review by WIC monitor staff.	Biennial WIC monitor	
4	Farmers Market Nutrition Program (FMNP)				See "Special Billing Requirements" below
4.1	Distribute all Farmers Market Nutrition Program checks to eligible WIC clients between June 1 and September 30 of current year.		Send completed FMNP check registers to banking contractor on a weekly basis following FMNP procedures. Documentation must be available for review by WIC monitor staff	Weekly June-Sept 2015 Weekly June-Sept 2016 Weekly June-Sept 2017 All registers sent by Oct. 1, 2015, Oct. 1, 2016 and by Oct 1. 2017 Biennial WIC Monitor	

***For Information Only:**

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

Program Specific Requirements/Narrative**Federal Funding Accountability and Transparency Act (FFATA)**

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

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

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

Special References (RCWs, WACs):

What is the WIC program?

- (1) The WIC program in the state of Washington is administered by DOH.
- (2) The WIC program is a federally funded program established in 1972 by an amendment to the Child Nutrition Act of 1966. The purpose of the program is to provide nutrition and health assessment; nutrition education; nutritious food; breastfeeding counseling; and referral services to pregnant, breastfeeding, and postpartum women, infants, and young children in specific risk categories.
- (3) Federal regulations governing the WIC program (7 CFR Part 246) require implementation of standards and procedures to guide the state's administration of the WIC program. These regulations define the rights, responsibilities, and legal procedures of WIC employees, clients, persons acting on behalf of a client, and retailers. They are designed to promote:
 - (a) High quality nutrition services;

- (b) Consistent application of policies and procedures for eligibility determination;
- (c) Consistent application of policies and procedures for food benefit issuance and delivery; and
- (d) WIC program compliance.

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

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

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

Program Manual, Handbook, Policy References:

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

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

Staffing Requirements:

The LHJ must:

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

Restrictions on Funds:

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

Monitoring Visits:

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

The LHJ must maintain on file and have available for review, audit and evaluation:

- 1) All criteria used for certification, including information on income, nutrition risk eligibility and referrals
- 2) Program requirements
- 3) Nutrition education
- 4) All financial records

Assurances/Certifications:

1. Computer Equipment Loaned by the DOH WIC Nutrition Program

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

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

The LHJ agrees to:

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

DOH may enforce this by:

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

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

2. Civil Rights Assurance

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

- a. "The LHJ hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and FNS directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the LHJ receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this Contract.
- b. "By accepting this assurance, the LHJ agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the LHJ, its successors, transferees, and assignees, as long as it receives assistance or retains possession of any assistance from DOH. The person or persons whose signatures appear on the contract are authorized to sign this assurance on behalf of the LHJ."

3. 7CFR Parts 3016, 3017, 3018

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

Special Billing Requirements:

1. Definitions

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

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

- There are four federal budget periods

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

2. Billing Information

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

Special Instructions:

The LHJ shall:

- 1) Maintain complete, accurate, and current accounting of all local, state, and federal program funds received and expended.
- 2) Provide, as necessary, a single audit in accordance with the provisions of OMB Circular A-133. This circular requires the LHJ to have a single audit performed should LHJ spend \$750,000 or more of federal grants or awards from all sources. The LHJ is a subrecipient of federal funds.
- 3) Staff must use Breastfeeding Peer Counseling (BFPC) Program funds only to support the peer counseling program. Once the program is established and peer counselors are trained, the majority of the salary costs must be paid to peer counselors to provide direct services to WIC clients. For a list of allowable costs see Volume 2, Chapter 4 – Allowable Costs. The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC clients.

Special Requirements:

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

October 2015 – September 2016	January 2016 – September 2016	\$12,291	Added in the FFY16 WIC/USDA Breastfeeding Peer Counseling category to complete the requirements of operating a USDA Loving Support Breastfeeding Peer Counseling program.
October 2015-September 2016	January 2016-September 2016	\$2,800	Added in the USDA/WIC Nutrition and Local Support Other category to fund training and travel expenses for WIC staff to attend WIC-related trainings. This does not include out of state trainings.
October 2016-September 2017	October 2016-December 2016	\$4,097	Added in the WIC/USDA Breastfeeding Peer Counseling category to complete the requirements of operating a USDA Loving Support Breastfeeding Peer Counseling Program.

Other

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

DOH Program Contact

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**EXHIBIT B-9
ALLOCATIONS
Contract Term: 2015-2017**

**Contract Number:
Date:**

C17111
July 15, 2016

Indirect Rate as of January 2015: 24%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY17 USDA Breastfeed Peer Counsel	NGA Not Received	Amend 9	10.557	333.10.55	10/01/16	09/30/17	10/01/16	09/30/18	\$4,097	\$16,388	\$32,776
FFY16 USDA Breastfeed Peer Counsel	7WA700WA1	Amend 5	10.557	333.10.55	01/01/16	09/30/16	10/01/15	09/30/17	\$12,291		
FFY15 USDA Breastfeed Peer Counsel	15157WAWA1W5003	Amend 4	10.557	333.10.55	01/01/15	09/30/16	10/01/14	09/30/16	\$4,097	\$16,388	
FFY15 USDA Breastfeed Peer Counsel	15157WAWA1W5003	N/A, Amd 4	10.557	333.10.55	01/01/15	09/30/16	10/01/14	09/30/15	\$12,291		
FFY17 USDA WIC NLS	NGA Not Received	Amend 1	10.557	333.10.55	10/01/16	12/31/16	10/01/16	12/31/16	\$1,930	\$53,421	\$500,738
FFY17 USDA WIC NLS	NGA Not Received	N/A	10.557	333.10.55	10/01/16	12/31/16	10/01/16	12/31/16	\$51,491		
FFY16 USDA WIC NLS	7WA700WA7	Amend 6	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	(\$31,482)	\$271,053	
FFY16 USDA WIC NLS	7WA700WA7	Amend 5	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	(\$28,950)		
FFY16 USDA WIC NLS	7WA700WA7	Amend 4	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	\$115,800		
FFY16 USDA WIC NLS	7WA700WA7	Amend 1	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	\$9,720		
FFY16 USDA WIC NLS	7WA700WA7	N/A	10.557	333.10.55	10/01/15	09/30/16	10/01/15	09/30/16	\$205,965		
FFY15 USDA WIC NLS	15157WAWA7W1003	Amend 4	10.557	333.10.55	01/01/15	09/30/15	10/01/14	09/30/15	\$10,000	\$176,264	
FFY15 USDA WIC NLS	15157WAWA7W1003	Amend 1	10.557	333.10.55	01/01/15	09/30/15	10/01/14	09/30/15	\$11,790		
FFY15 USDA WIC NLS	15157WAWA7W1003	N/A	10.557	333.10.55	01/01/15	09/30/15	10/01/14	09/30/15	\$154,474		
FFY16 USDA FMNP Ops	01616Y860447	Amend 8	10.572	333.10.55	07/01/16	09/30/16	10/01/15	09/30/16	\$390	\$390	\$790
FFY15 USDA FMNP Ops	20151Y860447	Amend 3	10.572	333.10.57	01/01/15	09/30/15	10/01/14	09/30/15	\$400	\$400	
FFY16 DSHS SNAP-Ed IAR	16167WAWA5Q390	Amend 4	10.561	333.10.56	10/01/15	09/30/16	10/01/15	09/30/16	\$21,123	\$21,123	\$41,471
FFY15 DSHS SNAP-Ed IAR	15157WAWA5S7504	Amend 1	10.561	333.10.56	01/01/15	09/30/15	10/01/14	09/30/15	\$15,987	\$15,987	
FFY14 DSHS SNAP-Ed IAR Carryforward	14147WAWA5S7503	Amend 2	10.561	333.10.56	01/01/15	09/30/15	10/01/14	09/30/15	(\$968)	\$4,361	
FFY14 DSHS SNAP-Ed IAR Carryforward	14147WAWA5S7503	Amend 1	10.561	333.10.56	01/01/15	09/30/15	10/01/14	09/30/15	\$5,329		
NEP 1-4 Livestock Mgmt AG BMP	00J32601	Amend 1	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	\$60,000	\$60,000	\$60,000
NEP 1-4 Onsite Sewage Management	00J32601	Amend 3	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	\$3,313	\$133,639	\$133,639
NEP 1-4 Onsite Sewage Management	00J32601	Amend 1	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	\$130,326		
NEP 1-4 Pollution ID & Correction	00J32601	Amend 2	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	(\$25,029)	\$201,427	\$201,427
NEP 1-4 Pollution ID & Correction	00J32601	Amend 1	66.123	333.66.12	01/01/15	12/31/15	07/01/12	01/31/17	\$226,456		
NEP 5-6 Onsite Sewage Management	00J88801	Amend 5	66.123	333.66.12	01/01/16	12/31/16	10/01/14	08/31/19	\$100,000	\$100,000	\$100,000
NEP 5-6 Swimming BEACH	00J88801	Amend 7	66.123	333.66.12	02/29/16	10/31/16	10/01/14	08/31/19	\$2,100	\$14,300	\$26,500
NEP 5-6 Swimming BEACH	00J88801	Amend 6	66.123	333.66.12	02/29/16	10/31/16	10/01/14	08/31/19	\$12,200		
NEP 5-6 Swimming BEACH	00J88801	Amend 1	66.123	333.66.12	03/01/15	10/31/15	10/01/14	08/31/19	\$12,200	\$12,200	

Island County Health Department

EXHIBIT B-9
ALLOCATIONS
Contract Term: 2015-2017

Contract Number: C17111
Date: July 15, 2016

Indirect Rate as of January 2015: 24%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY14 EPR LHJ Funding	U90TP000559	N/A	93.069	333.93.06	01/01/15	06/30/15	07/01/14	06/30/15	\$17,604	\$17,604	\$17,604
FFY16 EPR PHEP BP5 LHJ Funding	U90TP000559	Amend 9	93.069	333.93.06	07/01/16	06/30/17	07/01/16	06/30/17	\$65,405	\$65,405	\$130,810
FFY15 EPR PHEP BP4 LHJ Funding	U90TP000559	Amend 4	93.069	333.93.06	07/01/15	06/30/16	07/01/15	06/30/16	\$65,405	\$65,405	

**EXHIBIT B-9
ALLOCATIONS
Contract Term: 2015-2017**

Contract Number: C17111
Date: July 15, 2016

Indirect Rate as of January 2015: 24%

Chart of Accounts Program Title	Federal Award Identification #	Amend #	CFDA*	BARS Revenue Code**	Statement of Work Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period Sub Total	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY16 317 Ops	H23IP000762	Amend 5	93.268	333.93.26	01/01/16	12/31/16	01/01/16	12/31/16	\$1,610	\$1,610	\$3,837
FFY15 317 Ops	H23IP000762	N/A	93.268	333.93.26	01/01/15	12/31/15	01/01/15	12/31/15	\$2,227	\$2,227	
FFY16 AFIX	H23IP000762	Amend 5	93.268	333.93.26	01/01/16	12/31/16	01/01/16	12/31/16	\$5,959	\$5,959	\$14,919
FFY15 AFIX	H23IP000762	N/A	93.268	333.93.26	01/01/15	12/31/15	01/01/15	12/31/15	\$8,960	\$8,960	
FFY16 VFC Ops	H23IP000762	Amend 5	93.268	333.93.26	01/01/16	12/31/16	01/01/16	12/31/16	\$1,104	\$1,104	\$3,173
FFY15 VFC Ops	H23IP000762	N/A	93.268	333.93.26	01/01/15	12/31/15	01/01/15	12/31/15	\$2,069	\$2,069	
FFY16 VFC Ordering	H23IP000762	Amend 5	93.268	333.93.26	01/01/16	12/31/16	01/01/16	12/31/16	\$1,866	\$1,866	\$3,981
FFY15 VFC Ordering	H23IP000762	N/A	93.268	333.93.26	01/01/15	12/31/15	01/01/15	12/31/15	\$2,115	\$2,115	
FFY14 Enhance IIS and VTrokS	H23IP000922	Amend 5	93.733	333.93.73	12/01/15	08/31/16	09/30/14	09/29/16	\$1,316	\$1,316	\$1,316
FFY15 MCHBG CBP ConCon	B04MC28134	N/A	93.994	333.93.99	01/01/15	09/30/15	10/01/14	09/30/15	\$41,853	\$41,853	\$41,853
FFY17 MCHBG LHJ & Other Contracts	NGA Not Received	Amend 9	93.994	333.93.99	10/01/16	09/30/17	10/01/16	09/30/17	\$55,804	\$55,804	\$111,608
FFY16 MCHBG LHJ & Other Contracts	B04MC29364	Amend 4	93.994	333.93.99	10/01/15	09/30/16	10/01/15	09/30/16	\$55,804	\$55,804	
Puget Sound OSS LMP Implementation		Amend 4	N/A	334.04.93	07/01/15	06/30/17	07/01/15	06/30/17	\$90,000	\$90,000	\$140,000
Puget Sound OSS LMP Implementation		N/A	N/A	334.04.93	01/01/15	06/30/15	07/01/13	06/30/15	\$50,000	\$50,000	
Rec Shellfish / Biotoxin		Amend 8	N/A	334.04.93	07/01/16	06/30/17	07/01/15	06/30/17	\$3,000	\$3,000	\$8,300
Rec Shellfish / Biotoxin		Amend 4	N/A	334.04.93	07/01/15	06/30/16	07/01/15	06/30/17	\$3,000	\$3,000	
Rec Shellfish / Biotoxin (PSAA)		Amend 3	N/A	334.04.93	01/01/15	06/30/15	07/01/13	06/30/15	\$1,300	\$2,300	\$1,000
Rec Shellfish / Biotoxin (PSAA)		N/A	N/A	334.04.93	01/01/15	06/30/15	07/01/13	06/30/15	\$1,000		
Drinking Water Group A - SS		Amend 8	N/A	346.26.64	01/01/15	12/31/16	01/01/15	06/30/17	\$2,250	\$35,750	\$35,750
Drinking Water Group A - SS		Amend 6	N/A	346.26.64	01/01/15	12/31/16	01/01/15	06/30/17	\$16,500		
Drinking Water Group A - SS		N/A, Amend 6	N/A	346.26.64	01/01/15	12/31/16	01/01/15	06/30/17	\$17,000		
Drinking Water Group A - TA		Amend 6	N/A	346.26.66	01/01/15	12/31/16	01/01/15	06/30/17	\$800	\$4,800	\$4,800
Drinking Water Group A - TA		N/A, Amend 6	N/A	346.26.66	01/01/15	12/31/16	01/01/15	06/30/17	\$4,000		
TOTAL									\$1,615,292	\$1,615,292	
Total consideration:	\$1,489,986										
	\$125,306										
GRAND TOTAL	\$1,615,292										
									GRAND TOTAL		\$1,615,292
									Total Fed		\$1,426,442
									Total State		\$188,850

*Catalog of Federal Domestic Assistance

**Federal revenue codes begin with "333". State revenue codes begin with "334".

Exhibit C-9 Schedule of Federal Awards

AMENDMENT #9

Date: July 15, 2016

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

Chart of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period Start Date	Allocation Period End Date	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
FFY17 USDA WIC NLS	333.10.55	NGA Not Received	NGA Not Received	10/01/16	12/31/16	\$53,421	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	NGA Not Received	NGA Not Received
FFY17 USDA BREASFEED PEER COUNSEL	333.10.55	NGA Not Received	NGA Not Received	10/01/16	09/30/17	\$4,097	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	NGA Not Received	NGA Not Received
FFY16 USDA WIC NLS	333.10.55	10/01/15	\$8,877,032	10/01/15	09/30/16	\$271,053	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	7WA700WA7	WOMEN, INFANTS AND CHILDREN
FFY16 USDA BREASTFEED PEER COUNSEL	333.10.55	10/01/15	\$1,363,343	01/01/16	09/30/16	\$12,291	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	7WA700WA1	WIC BREASTFEEDING PEER COUNSELOR
FFY15 USDA WIC NLS	333.10.55	10/07/14	\$15,498,793	01/01/15	09/30/15	\$176,264	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	15157WAWA7W1003	FFY15 WIC ADMINISTRATION
FFY15 USDA BREASTFEED PEER COUNSEL	333.10.55	04/30/15	\$1,383,343	01/01/15	09/30/16	\$16,368	10.557	Special Supplemental Nutrition Program for Women, Infants, and Children	Department of Agriculture Food and Nutrition Service	15157WAWA1W5003	FFY15 USDA WIC BREASTFEEDING PEER COUNSELING
FFY16 DSHS SNAP-ED IAR	333.10.56	09/30/15	\$4,012,002	10/01/15	09/30/16	\$21,123	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	Requested	Requested
FFY15 DSHS SNAP-ED IAR	333.10.56	09/29/14	\$2,870,126	01/01/15	09/30/15	\$15,987	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	15157WAWA5S7504	Supplemental Nutrition Assistance Program Education (SNAP-Ed)
FFY14 DSHS SNAP-ED IAR CARRYFORWARD	333.10.56	09/29/14	\$1,114,721	01/01/15	09/30/15	\$4,361	10.561	State Administrative Matching Grants for the Supplemental Nutrition Assistance Program	Department of Agriculture Food and Nutrition Service	14147WAWA5S7503	Supplemental Nutrition Assistance Program Education (SNAP-Ed)
FFY16 USDA FMNP OPS	333.10.57	10/01/15	\$618,040	07/01/16	09/30/16	\$390	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture Food and Nutrition Service	01616Y660447	COMMODITY ASSISTANCE PROGRAM (2 YEAR)
FFY15 USDA FMNP OPS	333.10.57	02/26/15	\$93,760	01/01/15	09/30/15	\$400	10.572	WIC Farmers' Market Nutrition Program (FMNP)	Department of Agriculture Food and Nutrition Service	2015IY860447	WIC FARMERS MARKET ADMIN
NEP 5-6 SWIMMING BEACH	333.66.12	09/11/14	\$2,490,000	03/01/15	10/31/16	\$26,500	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J88801	PUGET SOUND RESTORATION PROJECT
NEP 5-6 ONSITE SEWAGE MANAGEMENT	333.66.12	09/01/14	\$5,165,000	01/01/16	12/31/16	\$100,000	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J88801	PUGET SOUND RESTORATION PROJECT
NEP 1-4 POLLUTION ID & CORRECTION	333.66.12	01/09/11	\$12,178,243	01/01/15	12/31/15	\$201,427	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J32601	PUGET SOUND RESTORATION
NEP 1-4 ONSITE SEWAGE MANAGEMENT	333.66.12	01/09/11	\$12,178,243	01/01/15	12/31/15	\$133,639	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J32601	PUGET SOUND RESTORATION
NEP 1-4 LIVESTOCK MGMT AG BMP	333.66.12	01/09/11	\$12,178,243	01/01/15	12/31/15	\$60,000	66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	Environmental Protection Agency Region 10	00J32601	PUGET SOUND RESTORATION

Exhibit C-9 Schedule of Federal Awards

AMENDMENT #9

Date: July 15, 2016

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

Chart of Accounts Program Title	BARS	DOH Federal Award Date	Total Amt Federal Award	Allocation Period Start Date	Allocation Period End Date	Contract Amt	CFDA	CFDA Program Title	Federal Agency Name	Federal Award Identification Number	Federal Grant Award Name
FFY16 EPR PHEP BP5 LHJ FUNDING	333.93.06	06/23/16	\$10,222,879	07/01/16	06/30/17	\$65,405	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	U90TP000559	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS
FFY15 EPR PHEP BP4 LHJ FUNDING	333.93.06	06/26/15	\$12,132,694	07/01/15	06/30/16	\$65,405	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	U90TP000559	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS
FFY14 EPR LHJ FUNDING	333.93.06	06/30/14	\$12,663,227	01/01/15	06/30/15	\$17,604	93.069	Public Health Emergency Preparedness	Department of Health and Human Services Centers for Disease Control and Prevention	U90TP000559	TP12-1201 HPP AND PHEP COOPERATIVE AGREEMENTS
FFY16 VFC ORDERING	333.93.26	01/19/16	\$3,991,784	01/01/16	12/31/16	\$1,866	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY16 VFC OPS	333.93.26	01/19/16	\$3,991,784	01/01/16	12/31/16	\$1,104	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY16 AFIX	333.93.26	01/19/16	\$3,991,784	01/01/16	12/31/16	\$5,959	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY16 317 OPS	333.93.26	01/19/16	\$3,991,784	01/01/16	12/31/16	\$1,610	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY15 VFC ORDERING	333.93.26	12/17/14	\$3,437,046	01/01/15	12/31/15	\$2,115	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY15 VFC OPS	333.93.26	12/17/14	\$3,437,046	01/01/15	12/31/15	\$2,069	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY15 AFIX	333.93.26	12/17/14	\$3,437,046	01/01/15	12/31/15	\$8,960	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY15 317 OPS	333.93.26	12/17/14	\$3,437,046	01/01/15	12/31/15	\$2,227	93.268	Immunization Cooperative Agreements	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000762	IMMUNIZATION GRANT AND VACCINES FOR CHILDREN'S PROGRAM
FFY14 ENHANCE IIS AND VTRCKS	333.93.73	09/16/14	\$700,000	12/01/15	08/31/16	\$1,316	93.733	Capacity Building Assistance to Strengthen Public Health Immunization Infrastructure & Performance - Financed in part	Department of Health and Human Services Centers for Disease Control and Prevention	H23IP000922	PPHF 2014: IMMUNIZATION ENHANCE AN IMMUNIZATION INFORMATION SYSTEM (IIS) TO INTERFACE WITH CDC'S VTRCKS VACCINE ORDERING &
FFY17 MCHBG LHJ & OTHER CONTRACTS	333.93.99	NGA Not Received	NGA Not Received	10/01/16	09/30/17	\$55,804	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	NGA Not Received	NGA Not Received
FFY16 MCHBG LHJ & OTHER CONTRACTS	333.93.99	10/22/15	\$1,739,609	10/01/15	09/30/16	\$55,804	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC29364	MATERNAL AND CHILD HEALTH SERVICES
FFY15 MCHBG CBP CONCON	333.93.99	10/21/14	\$8,846,149	01/01/15	09/30/15	\$41,853	93.994	Maternal and Child Health Services Block Grant to the States	Department of Health and Human Services Health Resources and Services Administration	B04MC28134	MATERNAL AND CHILD HEALTH SERVICES
TOTAL						\$1,426,442					

AMENDMENT TO SERVICES AGREEMENT

Between Island County and Coastal Geologic Services, Inc.

Contract No. DNR-07-2016

AMENDMENT NO. 1

AMENDMENT DESCRIPTION

This Amendment No. 1 modifies the Scope of Work - Exhibit A and reduces the Budget – Exhibit B, within the Services Agreement made and entered into by and between ISLAND COUNTY, Washington, hereinafter called "COUNTY," and Coastal Geologic Services, Inc. (CGS), a Washington corporation, located at 1711 Ellis Street, Suite 103, Bellingham, WA 98225, hereinafter called "CONTRACTOR."

BUDGET

The CONTRACTOR shall be compensated by the COUNTY for work completed and services rendered under this agreement as set for in Scope of Work – Exhibit A, not to exceed \$68,913 as shown in Budget – Exhibit B; both exhibits incorporated herein by reference.

AGREEMENT TERMS

In all other respects the Agreement to which this is an Amendment, and all attachments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, CGS and COUNTY have signed and agreed to the terms of this agreement amendment and caused this amendment to be executed and effective August 22, 2016.

For Contractor:

For Island County, Washington:

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

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

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

Purpose

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

Task Description

Task 1. Sedimentation Characterization

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

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

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

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

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

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

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

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

Assumptions:

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

Deliverables:

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

Task 2. Characterize Groundwater Behavior and Response to Tidal Movement

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

Work in this task will include the following:

- Install up to six (6) piezometers to collect groundwater data;
- Install three standpipes within the ditch system of Iverson Preserve to collect surface water elevations;

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

Assumptions:

- Groundwater levels will be monitored through the use of piezometers.
- Surface water levels will be monitored within the drainage ditch system and ponds located within the Iverson Preserve and on adjacent properties.
- Daily fluctuations in water level elevations will be recorded with the use of submersible data loggers.
- Permission for installing the instruments on private property will be coordinated by Island County.
- Water level elevations will be monitored and recorded for a period of 13 months.
- Up to ten (10) monitoring locations will be installed and monitored in the Iverson Preserve area. One location will be north of the dike and tide gate to monitor unrestricted tidal elevations (at higher tides).
- A weather station will be installed to measure and record on-site precipitation levels and changes in barometric pressure over the course of the 13 month monitoring period. Barometric pressure measurements will be used to correct predicted tidal stage elevations to actual tidal stage elevations. Corrected tidal elevations will be validated based on recorded water elevations from the monitoring site outside the dike.
- Precipitation measurements will be used as an input to the basin response model. Surface water elevations measured over the course of the monitoring period will be used to calibrate the model to reflect on-site conditions and hydrologic response.
- The top elevation of each monitoring casing (i.e. piezometer) will be identified through traditional survey methods.

Deliverables:

- Map of installed ground and surface monitoring locations.
- Contributing Basin Analysis.
- 13 months of ground and surface water elevation data, precipitation, and barometric pressure data.
- Report synthesizing collected data for the Iverson Preserve area.

Iverson Preserve and Livingston Bay - CGS

Budget - Exhibit B

Hours and Expenses																
Coastal Geologic Services (Consultant)							(Sub-consultant)	Skillings and Connelly (Sub-consultant)						Direct Expenses	Total Cost	
Prin Geol Johannessen	Coastal PE Blue	Geomorph MacLennan	GIS Analyst Rishel	Env. Sci. Waggoner	CAD Tullis	Assoc Geo Cayen	WWU grad student labor	Principal in charge	Senior Env. Sci.	Staff Scientist	Engineer	Technician	Project Admin.			
Task 1 - Sedimentation																
PM planning, mtgs, mob.	13			8		6									\$110	\$3,416
Field-cores	3			16		8	\$600								\$4,400	\$7,682
Field-sediment traps				4		4	\$1,000								\$407	\$2,107
Field-surface seds	9			5		7	\$300								\$220	\$2,965
Data analysis-cores	6			14		24	\$1,600								\$6,000	\$11,738
Coordinate with monitoring current/water lev./temp./salinity/turbidity				5		3										\$727
Data analysis-surf seds	4	2		5		10									\$1,762	\$3,873
Historical bathymetry	4		2	9		2										\$1,865
Historical shore change	7		5	15												\$3,061
Reporting	19	4	6	27		12										\$7,613
Task 1 - TOTAL																\$45,047
Task 2 - Ground/surface water																
Install monitoring equipment	4			2					9	9					\$2,860	\$5,991
Contributing basin analysis											20	16				\$3,951
Mon, maintain, download data	1			16					20	20					\$605	\$7,483
Report synthesizing data	2							2	27		4	8	1			\$6,441
Task 2 - TOTAL																\$23,866
GRAND TOTAL	72	6	0	13	126	0	76	\$3,500	2	56	29	24	24	1	\$16,364	\$68,913
Hourly Rates	\$158.00	\$117.00	\$122.00	\$88.00	\$101.00	\$89.00	\$74.00		\$173.80	\$165.00	\$90.20	\$125.40	\$90.20	\$99.00		

Figures rounded to the nearest dollar for final calculations.



United States Department of the Interior

U.S. Geological Survey

Washington Water Science Center

934 Broadway, Suite 300

Tacoma, Washington 98402

(253) 552-1600. FAX (253) 552-1581

<http://wa.water.usgs.gov/>

August 18, 2016

Mr. Richard M. Hannold
Chair, Board of Commissioners
Island County
PO Box 5000
Coupeville, WA 98239

Dear Mr. Hannold,

Enclosed for your review and signature is a fixed-price Joint Funding Agreement (JFA) between the U.S. Geological Survey (USGS) and the Island County Department of Natural Resources to **Collect Sedimentation and Groundwater Data and Synthesis for Iverson Preserve and Livingston Bay**. Enclosed is the scope of work along with a supplemental document (RCO#15-1049P), both are considered a part of this agreement.

This agreement will begin **August 22, 2016** and will continue through September 30, 2017. The total funding contributed by Island County will be \$11,000. If this agreement is acceptable, please sign the attached JFA and return to the address above.

The USGS will bill on an annual basis, in July of 2017. For billing purposes, the USGS uses Department of the Interior Down Payment (Bill) Request form number DI-1040. If you have questions regarding billing, please contact Sharbra Gordon-Scott, Budget Analyst, at (253) 552-1698 or sgordon-scott@usgs.gov. The USGS has TIN number 916001321 and DUNS number 193740040 on file for the Island County. If these numbers are incorrect, please contact Sharbra with the correct number.

For your information, the USGS DUNS number is 093640092.

It is understood that the results of this work will be available to the USGS for publication and use in connection with related work. In addition, the USGS may provide unpublished USGS data or information to your office for scientific peer and (or) courtesy review during the course of this jointly planned activity and partnership. Guidance concerning USGS's non-disclosure policy will be provided with any review material and is further explained in USGS Circular 1367, *Fundamental Science Practices*, available at <http://pubs.usgs.gov/circ/1367/pdf/C1367.pdf>.

If you have any questions, please contact the technical point of contact Chris Curran, Hydrologist, Washington Water Science Center, at (253) 552-1614 or ccurran@usgs.gov.

Sincerely,

Cynthia Barton, Ph.D., L.G., L.H.G.
Center Director

Enclosures

cc:
Chris Curran, Hydrologist, USGS WAWSC, WA
Richard Dinicola, Associate Director, USGS WAWSC, WA

Form 9-1366
(April 2015)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: 6000005455
Agreement #: 16WNWA30051
Project #: ZP00CB4
TIN #: 916001321
Fixed Cost Agreement Yes No

FOR
WATER RESOURCES INVESTIGATIONS

THIS AGREEMENT is entered into as of the day of, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and Island County, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation a Sedimentation and Groundwater Data Collection and Synthesis for Iverson Preserve and Livingston Bay, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.

by the party of the first part during the period

(a) \$0.00 to

by the party of the second part during the period

(b) \$ 11,000 August 22, 2016 to June 30, 2017

- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of :
\$50,000

Description of the USGS regional/nations program: Coastal Marine Technical Assistance Research Program (GD0600000) – Coastal Habitat in Puget Sound (CHIPS).

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered ANNUALLY. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

**U.S. Geological Survey
United States
Department of the Interior**

**Name of Customer
Island County, Washington**

USGS Point of Contact

Customer Point of Contact

Name: Chris Curran
Address: 934 Broadway St, Ste. 300
Tacoma, WA 98402

Telephone: (253) 552-1614
Email: ccurran@usgs.gov

Name: Lori Clark
Address: PO Box 5000
Public Health/Natural Resources
Coupeville, WA 98239

Telephone: (360) 679-7352
Email: l.clark@co.island.wa.us

Signatures

Signatures

By _____ Date _____

By _____ Date _____

Name: Cynthia Barton, Ph.D., L.G., L.H.G.
Title: Center Director

Name: Richard M. Hannold
Title: Chair, Board of County
Commissioners

By _____ Date _____

By _____ Date _____

Name:
Title:

Name:
Title:

By _____ Date _____

By _____ Date _____

Name:
Title:

Name:
Title:

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

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

Iverson, Island County Study and Matching Efforts for Joint Study

A new 1-year joint study among USGS, Island County and Coastal Geological Services aims to examine how coastal processes are influencing changes in habitats, hydrodynamics and sedimentation in and around Iverson Lagoon/Marsh on Camano Island, Washington.

USGS will deploy oceanographic instruments at one "Index Site" to gather time series information on marine water levels, currents, and turbidity and make discrete measurements of currents, turbidity and suspended sediment concentration across a larger spatial area to model the movement of water and sediment into and out of the inner Iverson Lagoon. Other project team members of CGS will be characterizing the type of sediment accumulating across the study domain and groundwater variability. USGS results will inform the source and flux of sediment to determine if there is a net contribution into the study area and provide data characterizing marine water levels to determine their role in affecting the magnitude and timing of groundwater ponding and drainage across the study area.

USGS is leveraging efforts and cost to (1) monitor the dominant source of sediment at the USGS Stillaguamish gage near Stanwood during the study to determine the fraction of the sediment load that is transported to Iverson in order to inform likely changes with projected climate change, (2) characterization of Port Susan Bay substrate composition that is hypothesized to be a source during winter coastal storm resuspension, and (3) modeling and measurements of storm surges and waves across Port Susan Bay that affect the marine and groundwater levels at Iverson. These efforts are funded by USGS CHIPS program (both WAWSC and PCMSC) and are estimated to total ~\$50,000 (\$9,800 for Stanwood gage, ~\$10,000 for substrate characterization, ~\$10,000 for wave measurements, ~\$20,000 for modeling efforts).



Funding Board Project Agreement

Project Sponsor: Island County Department of Natural Resources
 Project Title: Iverson Preserve Stakeholder Integration

Project Number: 15-1049P
 Approval Date: 12/9/2015

A. PARTIES OF THE AGREEMENT

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

B. PURPOSE OF AGREEMENT

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

C. DESCRIPTION OF PROJECT

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

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

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

D. PERIOD OF PERFORMANCE

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

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

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

E. ON-GOING OBLIGATIONS

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

F. PROJECT FUNDING

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

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

G. FEDERAL FUND INFORMATION

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

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

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

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

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

H. RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

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

I. AMENDMENTS MUST BE SIGNED IN WRITING

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

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

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

K. SPECIAL CONDITIONS

None

L. AGREEMENT CONTACTS

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

<u>Project Contact</u>	<u>SRFB</u>
Name: Lori Clark	Recreation and Conservation Office
Title:	Natural Resources Building
Address: PO Box 5000	PO Box 40917
Coupeville, WA 98239	Olympia, Washington 98504-0917
Email: l.clark@co.island.wa.us	

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

M. ENTIRE AGREEMENT

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

N. EFFECTIVE DATE

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

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

Island County

By: [Signature]

Date: 2/16/16

Name: (printed) Richard M. Hannold, Chair

Title: Board of County Commissioners

Island County, Washington

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

By: [Signature]

Date: 2/22/16

Kaleen Cottingham
Director
Recreation and Conservation Office

Pre-approved as to form:

By: /s/

Date: July 20, 2015

Assistant Attorney General

RECEIVED
FEB 22 2016
WA STATE
RECREATION AND CONSERVATION OFFICE

Standard Terms and Conditions of the Project Agreement

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Standard Terms and Conditions of the Project Agreement

Project Sponsor: Island County Department of Natural Resources

Project Number: 15-1049P

Project Title: Iverson Preserve Stakeholder Integration

Approval Date: 12/9/2015

SECTION 1. CITATIONS, HEADINGS AND DEFINITIONS

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

project - An undertaking that is, or may be, funded in whole or in part with funds administered by RCO on behalf of the funding board.

project cost - The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (2 C.F.R. § 200.83 (2013)).

RCO - Recreation and Conservation Office - The state office that provides administrative support to the Recreation and Conservation Funding Board and Salmon Recovery Funding Board. RCO includes the director and staff, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.

reimbursement - RCO's payment of funds from eligible and allowable costs that have already been paid by the sponsor per the terms of the Agreement.

renovation project - A project intended to improve an existing site or structure in order to increase its useful service life beyond original expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

restoration project - A project that brings a site back to its historic function as part of a natural ecosystem or improves the ecological functionality of a site.

RCW - Revised Code of Washington

RTP - Recreational Trails Program - A federal grant program administered by RCO that allows for the development and maintenance of backcountry trails.

secondary sponsor - one of two or more eligible organizations that sponsors a grant-funded project. Of these two sponsors, only one - the primary sponsor - may be the fiscal agent.

sponsor or primary sponsor - The eligible applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees, agents and successors. For projects funded with federal money, the sponsor is a subrecipient, which is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)).

subaward - An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 C.F.R. § 200.92 (2013)). A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient (2 C.F.R. § 200.330 (2013)). If this Agreement is a Federal subaward, the subaward amount is the grant program amount in Section F: Project Funding.

subrecipient - Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 C.F.R. § 200.93 (2013)). If this Agreement is a Federal subaward, the sponsor is the subrecipient.

WAC - Washington Administrative Code.

SECTION 2. PERFORMANCE BY THE SPONSOR

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

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

SECTION 3. ASSIGNMENT

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

SECTION 4. RESPONSIBILITY FOR PROJECT

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

SECTION 5. INDEMNIFICATION

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

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

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

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

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

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

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

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

SECTION 6. INDEPENDENT CAPACITY OF THE SPONSOR

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

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

SECTION 7. CONFLICT OF INTEREST

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

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

SECTION 8. COMPLIANCE WITH APPLICABLE LAW

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

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

- A. **Nondiscrimination Laws.** The sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Act. In the event of the sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the sponsor may be declared ineligible for further grant awards from the funding board. The sponsor is responsible for any and all costs or liability arising from the sponsor's failure to so comply with applicable law.
- B. **Wages and Job Safety.** The sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety. The sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.040. The sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

- C. Archaeological and Cultural Resources. The RCO facilitates the review of applicable projects for potential impacts to archaeological sites and state cultural resources. The sponsor must assist RCO in compliance with Executive Order 05-05 or the National Historic Preservation Act before initiating ground-disturbing activity. The funding board requires documented compliance with Executive Order 05-05 or Section 106 of the National Historic Preservation Act, whichever is applicable to the project. If a federal agency declines to consult, the sponsor shall comply with the requirements of Executive Order 05-05. In the event that archaeological or historic materials are discovered during project activities, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification must be provided to the following: concerned Tribes' cultural staff and cultural committees, RCO, and the State Department of Archaeology and Historic Preservation. If human remains are discovered during project activity, work in the location of discovery and immediate vicinity must stop instantly, the area must be secured, and notification provided to the concerned Tribe's cultural staff and cultural committee, RCO, State Department of Archaeology, the coroner and local law enforcement in the most expeditious manner possible according to RCW 68.50.
- D. Restrictions on Grant Use. No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature.

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

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

SECTION 9. RECORDS

- A. Maintenance. The sponsor shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of six years from the date RCO deems the project complete, as defined in Section 11: Project Reimbursements. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- B. Access to Records and Data. At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or Agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the sponsor's reports, including computer models and methodology for those models.
- C. Public Records. Sponsor acknowledges that the funding board is subject to RCW 42.56 and that this Agreement and any records sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04. Additionally, in compliance with RCW 77.85.130(8), sponsor agrees to disclose any information in regards to expenditure of any funding received from the SRFB. By submitting any record to the state sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such document to respond to a request under state public records laws. The sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

SECTION 10. PROJECT FUNDING

- A. Authority. This agreement is funded through a grant award from the recreation and conservation funding board per WAC 286-13-050 and/or the salmon recovery funding board per WAC 420-04-050. The director of RCO enters into this agreement per delegated authority in RCW 79A.25.020 and 77.85.120.
- B. Additional Amounts. The funding board shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the funding board or director and incorporated by written amendment into this Agreement.
- C. Before the Agreement. No expenditure made, or obligation incurred, by the sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by funding board policy, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. Requirements for Federal Subawards. Pre-agreements costs before the federal award date in Section F: Project Funding are ineligible unless approved by the federal award agency (2 C.F.R § 200.458 (2013)).

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

SECTION 11. PROJECT REIMBURSEMENTS

- A. Reimbursement Basis. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12. The sponsors may only request reimbursement for eligible and allowable costs incurred during the period of performance. The sponsor may only request reimbursement after (1) this Agreement has been fully executed and (2) the sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in Section F: Project Funding. Reimbursement shall not be approved for any expenditure not incurred by the sponsor or for a donation used as part of its matching share. RCO does not reimburse for donations, which the sponsor may use as part of its percentage. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. Reimbursement Request Frequency. Sponsors are encouraged to send RCO a reimbursement request at least quarterly. Sponsors are required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recently published/adopted RCO policies and procedures regarding reimbursement requirements.
- C. Compliance and Payment. The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement by the sponsor.
- D. Retainage Held Until Project Complete. RCO reserves the right to withhold disbursement of up to the final ten percent (10%) of the total amount of the grant to the sponsor until the project has been completed. A project is considered "complete" when:
1. All approved or required activities outlined in the Agreement are done;
 2. On-site signs are in place (if applicable);
 3. A final project report is submitted to and accepted by RCO;
 4. Any other required documents are complete and submitted to RCO;
 5. A final reimbursement request is submitted to RCO;
 6. The completed project has been accepted by RCO;
 7. Final amendments have been processed; and
 8. Fiscal transactions are complete.
 9. RCO has accepted a final boundary map, if required for the project, for which the Agreement terms will apply in the future.
- E. Requirements for Federal Subawards: Match. The sponsor's matching share must comply with 2 C.F.R. § 200.306 (2013). Any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the sponsor's matching share when such contributions meet all of the following criteria:
1. Are verifiable from the non-Federal entity's (sponsor's) records;
 2. Are not included as contributions for any other Federal award;
 3. Are necessary and reasonable for accomplishment of project or program objectives;
 4. Are allowable under 2 C.F.R. Part 200, Subpart E-Cost Principles (2013);
 5. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
 6. Are provided for in the approved budget when required by the Federal awarding agency identified in Section G: Federal Fund Information of this Agreement; and
 7. Conform to other provisions of 2 C.F.R. Part 200, Subpart D-Post Federal Award Requirements (2013), as applicable.
- F. Requirements for Federal Subawards: Close out. Per 2 C.F.R § 200.343 (2013), the non-Federal entity (sponsor) must:
1. Submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award. The Federal awarding agency or pass-through entity (RCO) may approve extensions when requested by the sponsor.
 2. Liquidate all obligations incurred under the Federal award not later than 90 calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award.
 3. Refund any balances of unobligated cash that the Federal awarding agency or pass-through entity (RCO) paid in advance or paid and that are not authorized to be retained by the non-Federal entity (sponsor) for use in other projects. See OMB Circular A-129 and see 2 C.F.R § 200.345 Collection of amounts due (2013), for requirements regarding unreturned amounts that become delinquent debts.
 4. Account for any real and personal property acquired with Federal funds or received from the Federal Government in accordance with 2 C.F.R §§ 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property (2013).

SECTION 12. ADVANCE PAYMENTS

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

SECTION 13. RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, or meet its percentage of the project total, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Overpayment Payments.** The sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.
- C. **Requirements for Federal Subawards.** The pass-through entity (RCO) may impose any of the remedies as authorized in 2 C.F.R. §§ 200.207 Specific conditions and/or 200.338 Remedies for noncompliance (2013).

SECTION 14. COVENANT AGAINST CONTINGENT FEES

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

SECTION 15. INCOME AND USE OF INCOME

- A. **RCFB Projects.** See WAC 286-13-110 for additional requirements for projects funded from the RCFB.
- B. **Income.**
 - 1. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement.
 - 2. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored with funding board grants if the fees are consistent with the:
 - (a) Value of any service(s) furnished;
 - (b) Value of any opportunities furnished; and
 - (c) Prevailing range of public fees in the state for the activity involved.
 - (d) Excepted are Firearms and Archery Range Recreation Program safety classes (firearm and/or hunter) for which a facility/range fee must not be charged (RCW 79A.25.210).
- C. **Use of Income.** Regardless of whether income or fees in a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, etc.) are gained during or after the reimbursement period cited in the Agreement, unless precluded by state or federal law, the revenue may only be used to offset:
 - 1. The sponsor's matching resources;
 - 2. The project's total cost;
 - 3. The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the funding board grant;
 - 4. The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the sponsor's system; and/or
 - 5. Capital expenses for similar acquisition and/or development and renovation.
- D. **Requirements for Federal Subawards.** Sponsors must also comply with 2 C.F.R. § 200.307 Program income (2013).

SECTION 16. PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If Sponsors have a procurement process that follows applicable state and/or required federal procurement principles, it must be followed. If no such process exists the sponsor must follow these minimum procedures:
 - 1. Publish a notice to the public requesting bids/proposals for the project;
 - 2. Specify in the notice the date for submittal of bids/proposals;
 - 3. Specify in the notice the general procedure and criteria for selection; and
 - 4. Comply with the same legal standards regarding unlawful discrimination based upon race, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

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

B. Requirements for Federal Subawards.

1. For all Federal subawards except RTP projects, non-Federal entities (sponsors) must follow 2 C.F.R §§ 200.318 General procurement standards through 200.326 Contract Provisions (2013).
2. For RTP subawards, sponsors follow such policies and procedures allowed by the State when procuring property and services under a Federal award (2 C.F.R § 1201.317 (2013)). State procurement policies are in subsection A of this section.

SECTION 17. TREATMENT OF EQUIPMENT

- A. Discontinued Use. Equipment shall remain in the possession of the sponsor for the duration of the project or applicable grant program. When the sponsor discontinues use of the equipment for the purpose for which it was funded, RCO will require the sponsor to deliver the equipment to RCO, dispose of the equipment according to RCO policies, or return the fair market value of the equipment to RCO. Equipment shall be used only for the purpose of this Agreement, unless otherwise provided herein or approved by RCO in writing.
- B. Loss or Damage. The sponsor shall be responsible for any loss or damage to equipment which results from the negligence of the sponsor or which results from the failure on the part of the sponsor to maintain and administer that equipment in accordance with sound management practices.
- C. Requirements for Federal Subawards. Except RTP, procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a Federal award, until disposition takes place will, as a minimum, meet the following requirements (2 C.F.R § 200.313 (2013)):
1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
 2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
 3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
 4. Adequate maintenance procedures must be developed to keep the property in good condition.
 5. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
- D. Requirements for RTP Subawards. The subrecipient (sponsor) shall follow such policies and procedures allowed by the State with respect to the use, management and disposal of equipment acquired under a Federal award (2 C.F.R § 1201.313 (2013)).

SECTION 18. RIGHT OF INSPECTION

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

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

SECTION 19. STEWARDSHIP AND MONITORING

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

SECTION 20. PREFERENCES FOR RESIDENTS

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

SECTION 21. ACKNOWLEDGMENT AND SIGNS

- A. Publications. The sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. Signs. The sponsor also shall post signs or other appropriate media during the project period of performance and in the future at project entrances and other locations on the project which acknowledge the applicable grant program's funding contribution, unless exempted in funding board policy or waived by the director.

- C. Ceremonies. The sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies.
- D. Federally Funded Projects. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing a project funded in whole or in part with federal money provided for in this grant, sponsors shall clearly state:
 1. The fund source;
 2. The percentage of the total costs of the project that is financed with federal money;
 3. The dollar amount of federal funds for the project; and
 4. The percentage and dollar amount of the total costs of the project that is financed by nongovernmental sources.

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

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

- A. Document Review and Approval. The sponsor agrees to submit one copy of all construction plans and specifications to RCO for review prior to implementation or as otherwise identified in the milestones. Review and approval by RCO will be for compliance with the terms of this Agreement. Only change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the funding board or RCO must receive prior written approval.
- B. Control and Tenure. The sponsor must provide documentation that shows appropriate tenure (landowner agreement, long-term lease, easement, or fee simple ownership) for the land proposed for construction. The documentation must meet current RCO requirements identified in the appropriate grant program policy manual as of the effective date of this Agreement.
- C. Nondiscrimination. Except where a nondiscrimination clause required by a federal funding agency is used, the sponsor shall insert the following nondiscrimination clause in each contract for construction of this project:

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

SECTION 23. PROVISIONS APPLYING TO ACQUISITION PROJECTS

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

- A. Evidence of Land Value. Before disbursement of funds by RCO as provided under this Agreement, the sponsor agrees to supply documentation acceptable to RCO that the cost of the property rights acquired has been established according to funding board policy.
- B. Evidence of Title. The sponsor agrees to provide documentation that shows the type of ownership interest for the property that has been acquired. This shall be done before any payment of financial assistance.
- C. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this project Agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the Agreement before final payment.
- D. Conveyance of Rights to the State of Washington. When real property rights (both fee simple and lesser interests) are acquired, the sponsor agrees to execute an appropriate document conveying certain rights and responsibilities to RCO, on behalf of the State of Washington. These documents include a Deed of Right, Assignment of Rights, Easements and/or Leases as described below. The sponsor agrees to use document language provided by RCO, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to RCO. The document required will vary depending on the project type, the real property rights being acquired and whether or not those rights are being acquired in perpetuity.
 1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. See WAC 420-12 or 286-13. Sponsors shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the sponsor has acquired a perpetual easement for public purposes.
 2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to RCO. Sponsors shall use this document when an easement or lease is being acquired for habitat conservation or salmon recovery purposes. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
 3. Easements and Leases. The sponsor may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; sponsor must obtain RCO approval on the draft language prior to executing the easement or lease.

E. Real Property Acquisition and Relocation Assistance

1. Federal Acquisition Policies. When federal funds are part of this Agreement, the Sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)—Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.
2. State Acquisition Policies. When state funds are part of this Agreement, the sponsor agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the sponsor agrees to provide any housing and relocation assistance required.

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

G. Hazardous Substances.

1. Certification. The sponsor shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - a. No hazardous substances were found on the site, or
 - b. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site deemed "clean."
2. Responsibility. Nothing in this provision alters the sponsor's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The sponsor will defend, protect and hold harmless RCO and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the sponsor is acquiring.

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

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

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

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

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

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

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

- A. Property and facility operation and maintenance. Sponsor must ensure that properties or facilities assisted with funding board funds, including undeveloped sites, are built, operated, used, and maintained:
 1. According to applicable federal, state, and local laws and regulations, including public health standards and building codes.
 2. In a reasonably safe condition for the project's intended use.
 3. Throughout its estimated useful service life so as to prevent undue deterioration.
 4. In compliance with all federal and state nondiscrimination laws, regulations and policies.

- B. Open to the public. Facilities open and accessible to the general public must:
1. Be constructed and maintained to meet or exceed the minimum requirements of the most current local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as updated.
 2. Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
 3. Be available for use by the general public without reservation at reasonable hours and times of the year, according to the type of area or facility.

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

A corporate sponsor, including any nonprofit sponsor, shall:

- A. Maintain corporate status with the state, including registering with the Washington Secretary of State's office, throughout the sponsor's obligation to the project as identified in the Agreement.
- B. Notify RCO prior to corporate dissolution at any time during the period of performance or long-term obligations. Within 30 days of dissolution the sponsor shall name a qualified successor that will agree in writing to assume any on-going project responsibilities. A qualified successor is any party eligible to apply for funds in the subject grant program and capable of complying with the terms and conditions of this Agreement. RCO will process an amendment transferring the sponsor's obligation to the qualified successor if requirements are met.
- C. Sites or facilities open to the public may not require exclusive use, (e.g., members only).

SECTION 27. PROVISIONS FOR FEDERAL SUBAWARDS ONLY

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

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

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

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

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

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

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

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

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

- D. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R § 401.2(a) and the recipient or subrecipient (sponsor) wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient (sponsor) must comply with the requirements of 37 C.F.R Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- E. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as Amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency identified in Section G: Federal Fund Information and the Regional Office of the Environmental Protection Agency (EPA).
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- G. Procurement of Recovered Materials. A non-Federal entity (sponsor) that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- H. Required Insurance. The non-Federal entity (sponsor) must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Federally-owned property need not be insured unless required by the terms and conditions of the Federal award (2 C.F.R § 200.310 (2013)).
- I. Debarment and Suspension (Executive Orders 12549 and 12689). The sponsor must not award a contract (see 2 C.F.R § 180.220) to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the Office of Management and Budget (OMB) guidelines at 2 C.F.R § 180 that implement Executive Orders 12549 (3 C.F.R part 1986 Comp., p. 189) and 12689 (3 C.F.R part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

- A. **Liability Insurance.** The sponsor of a firearms or archery range recreation project shall procure an endorsement, or other addition, to liability insurance it may currently carry, or shall procure a new policy of liability insurance, in a total coverage amount the sponsor deems adequate to ensure it will have resources to pay successful claims of persons who may be killed or injured, or suffer damage to property, while present at the range facility to which this grant is related, or by reason of being in the vicinity of that facility; provided that the coverage shall be at least one million dollars (\$1,000,000) for the death of, or injury to, each person.
- B. **Insurance Endorsement.** The liability insurance policy, including any endorsement or addition, shall name Washington State, the funding board, and RCO as additional insured and shall be in a form approved by the funding board or director.
- C. **Length of Insurance.** The policy, endorsement or other addition, or a similar liability insurance policy meeting the requirements of this section, shall be kept in force throughout the sponsor's obligation to the project as identified in this Agreement in Section E: On-going Obligation.
- D. **Notice of Cancellation.** The policy, as modified by any endorsement or other addition, shall provide that the issuing company shall give written notice to RCO not less than thirty (30) calendar days in advance of any cancellation of the policy by the insurer, and within ten (10) calendar days following any termination of the policy by the sponsor.
- E. **Government Agencies.** The requirement of Subsection A through D above shall not apply if the sponsor is a federal, state, or municipal government which has established a program of self-insurance or a policy of self-insurance with respect to claims arising from its facilities or activities generally, including such facilities as firearms or archery ranges, when the applicant declares and describes that program or policy as a part of its application to the funding board.
- F. **Sole Duty of the Sponsor.** By this requirement, the funding board and RCO does not assume any duty to any individual person with respect to death, injury, or damage to property which that person may suffer while present at, or in the vicinity of, the facility to which this grant relates. Any such person, or any other person making claims based on such death, injury, or damage, must look to the sponsor, or others, for any and all remedies that may be available by law.

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

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

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

SECTION 30. PROVISIONS FOR FARMLAND PRESERVATION ACCOUNT PROJECTS ONLY

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

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

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

SECTION 31. PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS ONLY

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

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

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

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

The sponsor agrees to the following terms and conditions:

- A. **Cost Principles/Indirect Costs for State Agencies.** Sub-Recipient (sponsor) will comply with the cost principles of 2 C.F.R. Part 200 Subpart E (2013). Unless otherwise indicated, the cost principles apply to the use of funds provided under this Agreement and in-kind matching donations. The applicability of the cost principles depends on the type of organization incurring the costs.
- B. Sub-recipient (sponsor) shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the sponsor expends \$750,000 or more in total Federal funds in a fiscal year. The \$750,000 threshold for each year is a cumulative total of all federal funding from all sources. The sponsor shall forward a copy of the audit along with the sponsor's response and the final corrective action plan to RCO within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site:<http://harvester.census.gov/facweb>
- C. **Credit and Acknowledgement.** In addition to Section 21: Acknowledgement and Signs, materials produced must display both the Environmental Protection Agency (EPA) and Puget Sound Partnership (PSP) logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does mention of trade names or commercial products constitute endorsement or recommendation for use." This requirement is for the life of the product, whether during or after the Agreement period of performance.
- D. **Hotel Motel Fire Safety Act.** Sponsor agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act (PL 101-391, as amended). Sponsors may search the Hotel-Motel National Master List @ <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance or to find other information about the Act.
- E. **Drug Free Workplace Certification.** Sub-recipient (sponsor) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal awards, and keep this information on file during the performance of the award. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: <http://ecfr.gpoaccess.gov>.
- F. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to the expenses added to direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities or for other similar costs which are not allowable. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except for the extent authorized as a direct cost of carrying out the scope of work.
- G. **Trafficking in Persons and Trafficking Victim Protection Act of 2000 (TVPA).** This provision applies only to a Sub-recipient (sponsor), and all sub-awardees of sub-recipient (sponsor), if any. Sub-recipient (sponsor) shall include the following statement in all sub-awards made to any private entity under this Agreement.

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

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

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

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

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

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

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

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

- I. Reimbursement Limitation. If the sponsor expends more than the amount of RCO funding in this Agreement in anticipation of receiving additional funds from the RCO, it does so at its own risk. RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the RCO approved budget.
- J. Disadvantaged Business Enterprise Requirements. Sponsor agrees to comply with the requirements of EPA's Utilization of Small, Minority and Women's Business Enterprises in procurements made under this award.
- K. Minority and Women's Business Participation. Sponsor agrees to solicit and recruit, to the maximum extent possible, certified minority owned (MBE) and women owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

These goals are expressed as a percentage of the total dollars available for the purchase or Agreement and are as follows:

Purchased Goods 8% MBE 4% WBE
Purchased Services 10% MBE 4% WBE
Professional Services 10% MBE 4% WBE

Meeting these goals is voluntary and no Agreement award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and sponsor and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

- 1. Include qualified minority and women's businesses on solicitation lists.
 - 2. Assure that qualified minority and women's business are solicited whenever they are potential sources of services or supplies.
 - 3. Divide the total requirements, when economically feasible, into smaller tasks or quantiles, to permit maximum participation by qualified minority and women's businesses.
 - 4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
 - 5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- L. MBE/WBE Reporting. In accordance with the deviation from 40 C.F.R. §33.502, signed November 8, 2013, DBE reporting is limited to annual reports and only required for assistance agreements where one or more of the following conditions are met:
- 1. There are any funds budgeted in the contractual/services, equipment or construction lines of the award;
 - 2. \$3,000 or more is included for supplies; or
 - 3. There are funds budgeted for subawards or loans in which the expected budget(s) meet the conditions as
 - 4. Described in items (a) and (b).

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

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

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

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

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

4. Encourage contracting with a consortium of DBEs when an Agreement is too large for one of these firms to handle individually.
 5. Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development of the Department of Commerce.
 6. If the sponsor awards subcontracts, require the sponsor to take the steps in paragraphs (1) through (5) of this section.
- N. Lobbying & Litigation. By signing this agreement, the sponsor certifies that none of the funds received from this agreement shall be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

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

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

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

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

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

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

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

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

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

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

A. Administrative Conditions

1. Cost Principles. The sponsor agrees to comply with the cost principles of 2 C.F.R Part 200 (2013). Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and in-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.
2. Audit Requirements. The sponsor shall fully comply with requirements of 2 C.F.R. Part 200, Subpart F- Audit Requirements (2013), if applicable. See also Section F: Project Funding.
3. Hotel-Motel Fire Safety Act. Pursuant to 40 C.F.R. 30.18, if applicable, and 15 U.S.C 2225a, sponsor agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). The sponsor may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.
4. Recycled Paper
 - a. Institutions of Higher Education Hospitals and Non-Profit Organizations. In accordance with 40 C.F.R. 30.16, sponsor agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

- b. State Agencies and Political Subdivisions. In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 C.F.R. 247.
 - c. State and Local Institutions of Higher Education and Non-Profit Organizations. In accordance with 40 C.F.R. § 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.
 - d. State Tribal and Local Government Recipients. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the sponsor agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.
5. Lobbying. The sponsor agrees to comply with Title 40 C.F.R. Part 34, New Restrictions on Lobbying. The sponsor shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

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

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

Pursuant to Section 18 of the Lobbying Disclosure Act, the sponsor affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
 - b. Lobbying and Litigation. The sponsor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The sponsor shall abide by its respective Appendix in 2 C.F.R. Part 200, which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.
6. Suspension and Debarment. The sponsor shall fully comply with Subpart C of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. The sponsor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 C.F.R. Part 180 and 2 C.F.R. Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. The sponsor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The sponsor acknowledges that failing to disclose the information as required at 2 C.F.R. § 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.
- The sponsor may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'. See also Section 27: Provisions for Federal Subawards Only.
- 7. Drug-Free Workplace Certification. The sponsor must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 2 C.F.R. Part 1536 Subpart B. Additionally, in accordance with these regulations, the sponsor must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.
 - a. Sponsors who are individuals must comply with the drug-free provisions set forth in 2 C.F.R. Part 1536 Subpart C.
 - b. The consequences for violating this condition are detailed under 2 C.F.R. Part 1536 Subpart E. The sponsor can access 2 C.F.R. Part 1536 at <http://ecfr.gpoaccess.gov>.
 - 8. Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.
 - 9. Reimbursement Limitation. If the sponsor expends more than the grant amount in this Agreement in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse the sponsor for costs incurred in excess of the approved budget. See also Section 11: Project Reimbursements.

10. Trafficking in Persons. The following prohibition statement applies to the sponsor, and all sub-awardees of the sponsor. The sponsor must include this statement in all sub-awards made to any private entity under this Agreement.
- "YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."
11. Disadvantaged Business Enterprise Requirements, General Compliance. The sponsor agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 C.F.R. Part 33.
12. Sub-Awards. If the sponsor makes sub-awards under this Agreement, the sponsor is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. The sponsor agrees to:
- Establish all sub-award agreements in writing;
 - Maintain primary responsibility for ensuring successful completion of the approved project (SPONSORS CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE);
 - Ensure that any sub-awards comply with the standards in 2 C.F.R. Part 200, and are not used to acquire commercial goods or services for the sub-awardee;
 - Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
 - Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
 - Obtain RCO's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
 - Obtain approval from RCO for any new sub-award work that is not outlined in the approved work plan in accordance with 40 C.F.R. Parts 30.25 and 31.30, as applicable.
13. Federal Employees. No Subcontract or grant funds may be used to provide any Federal Employee transportation assistance, reimbursement, and any other expense.
14. Fly America Act. The sponsor agrees to comply with 49 U.S.C. 40118 (the "Fly America" act) in accordance with the General Services Administration's regulations at 41 C.F.R. Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The sponsor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The sponsor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.
15. Recovered Materials. The sponsor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 C.F.R. Part 247. See also Section 27: Provisions for Federal Subawards Only.
16. Copeland "Anti-Kickback" Act. All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.
17. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7). When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency. See also Section 27: Provisions for Federal Subawards Only.

18. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. See also Section 27: Provisions for Federal Subawards Only.
19. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. See also Section 27: Provisions for Federal Subawards Only.
20. FY12 APPR ACT: Unpaid Federal Tax liabilities and Federal Felony Convictions. This Agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under and Federal law within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

B. Programmatic Conditions:

1. Semi-Annual FEATS Performance Reports. The sponsor is required to submit performance reports every six months, unless a different reporting frequency is outlined in the Scope of Work, using the reporting tool supplied by RCO. The sponsor agrees to include brief information on each of the following areas:
 - a. Comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
 - b. The reasons for slippages if the established outputs/outcomes were not met; AND
 - c. Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

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

2. Final Performance Report. In addition to the periodic performance reports, the sub-recipient will submit a final performance report to RCO within 60 calendar days after the expiration or termination of the award. The report shall be submitted to the RCO Grant Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.
3. Recognition of EPA Funding. Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

"THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER ASSISTANCE AGREEMENT TO WASHINGTON DEPARTMENT OF FISH AND WILDLIFE. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

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

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

5. Peer Review. The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the RCO Grants Manager prior to releasing any final reports or products resulting from the funded study.

6. **Quality Assurance Requirements.** Acceptable Quality Assurance documentation must be submitted to the Grant Program within 30 days of acceptance of this agreement or another date as negotiated with the RCO Grants Manager. The National Estuary Program (NEP) Quality Coordinator supports quality assurance for EPA-funded NEP projects. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under an agreement until RCO or the NEP Quality Coordinator has approved the quality assurance document. The sponsor will submit all Quality Assurance documentation to the following address. Please copy the Grant Program on all correspondence with the NEP Quality Coordinator. Thomas H. Gries, NEP Quality Coordinator Department of Ecology Tgri460@ecy.wa.gov 360.407.6327.
7. **Environmental Data and Information Technology.** Sub-recipients are required to institute standardized reporting requirements into their work plans and include such costs in their budgets. All environmental data will be required to be entered into the EPA's Storage and Retrieval data system (STORET). The best method (local or state consolidated) for reporting will be determined on a project-by-project basis between the DFW grant manager and sub-recipient. More information about STORET can be found at <http://www.epa.gov/STORET>.

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

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

- A. **DUNS and CCR Requirements**
 1. Unless otherwise exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the CCR until submission of its final financial report required under this Agreement or receive the final payment, whichever is later.
 2. The sponsor may not make a sub-award to any entity unless the entity has provided its DUNS number to the sponsor.
- B. **FY2011 ACORN Funding Restriction.** No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

SECTION 35. PROVISIONS FOR MARINE SHORELINE PROTECTION PROGRAM PROJECTS ONLY

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

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

- A. **Federal Finance Report (FFR).** Recipients (sponsor) shall submit final Federal Financial Reports (FFR), Standard Form 425 (SF-425), to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at www.epa.gov/ocfo/financeservices/forms.htm. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, 4220 S. Maryland Pkwy Bldg C, Rm 503, Las Vegas, NV 89119, or by FAX to: 702-798-2423. The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients (sponsor) will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement. EPA may take enforcement actions in accordance with 40 C.F.R. § 30.62 and 40 C.F.R. § 31.43 if the recipient does not comply with this term and condition.
- B. **Reimbursement Limitation.** If the sponsor expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government and RCO is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.
- C. **DUNS and CCR Requirements**
 1. **Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM).** Unless the sponsor is exempted from this requirement under 2 C.F.R. § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
 2. **Requirement for Data Universal Numbering System (DUNS) numbers.** If the sponsor is authorized to make subawards under this award, the sponsor:
 - a. Must notify potential subrecipients that no entity may receive a subaward from the sponsor unless the entity has provided its DUNS number to the sponsor.
 - b. May not make a subaward to an entity unless the entity has provided its DUNS number to the sponsor.

3. Definitions. For purposes of this award term:

- a. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.
- b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- c. Entity, as it is used in this award term, means all of the following, as defined at 2 C.F.R Part 25, subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization; and
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- d. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --210 of the attachment to OMS Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- e. Subrecipient means an entity that:
 - i. Receives a subaward from you under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

D. CIVIL RIGHTS OBLIGATIONS

1. General. This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.
2. Statutory Requirements. In carrying out this agreement, the recipient must comply with:
 - a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving
 - d. Federal financial assistance.

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

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

3. Regulatory Requirements. The recipient agrees to comply with all applicable EPA civil rights regulations, including:
 - a. For Title IX obligations, 40 C.F.R. Part 5; and
 - b. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R. Part 7.
 - c. As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

4. Title VI - LEP, Public Participation and Affirmative Compliance Obligation.
 - a. As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at <http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004register&docid=fr25jn04-79.pdf>
 - b. If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>. In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.
- E. Additional Term and Condition for Agricultural Landowners - Riparian Buffer Term for Agricultural Landowners. To be eligible for NEP implementation funding, provided directly or through a subaward, a private agricultural land owner whose property borders fresh or estuarine waters must establish and maintain a riparian buffer on all water courses on the property consistent with the National Marine Fisheries Service (NMFS) guidelines for Riparian Buffers Along Agricultural Water Courses in NW Washington and NRCS guidance on the NMFS guidelines. A land owner may be excluded from meeting this requirement if the funding is used solely for removal of shoreline armoring, onsite sewage system repair or replacement, engineered dike setbacks, or culvert or tide-gate replacements that provide for fish passage at all life stages. In some cases, the NMFS recommendations are framed in terms of ranges of buffer widths rather than point estimates, and expressed as probabilities of achieving desired outcomes. Local conditions and local circumstances matter, and may affect the choice of the riparian buffer most effective at achieving salmon recovery. Buffer widths may be less than specified in the table in cases where there is a scientific basis for doing so and all affected tribes in the watershed agree to deviations from the NMFS guidelines or where there are physical constraints on an individual parcel (e.g. transportation corridors, structures, naturally occurring).

SECTION 36. ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute, rule, or policy or procedure, the inconsistency shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency;
- E. State law;
- F. Washington Administrative Code;
- G. Project Agreement;
- H. Board policies and procedures.

SECTION 37. AMENDMENTS

Amendments to this Agreement shall be binding only if in writing and signed by personnel authorized to bind each of the parties except period of performance extensions in and minor scope adjustments need only be signed by RCO's director or designee, unless the consent of the sponsor to an extension or scope adjustment is required by its auditing policies, regulations, or legal requirements, in which case, no extension shall be effective until so consented.

SECTION 38. LIMITATION OF AUTHORITY

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

SECTION 39. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached to the original Agreement.

SECTION 40. APPLICATION REPRESENTATIONS -- MISREPRESENTATIONS OR INACCURACY OR BREACH

The funding board and RCO rely on the sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

SECTION 41. SPECIFIC PERFORMANCE

The funding board and RCO may enforce this Agreement by the remedy of specific performance, which usually will mean completion of the project as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the funding board or RCO shall be deemed exclusive. The funding board or RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity.

SECTION 42. TERMINATION

The funding board and RCO will require strict compliance by the sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules and all funding board and RCO policies, and with the representations of the sponsor in its application for a grant as finally approved by the funding board. For federal awards, notification of termination will comply with 2 C.F.R. § 200.340.

A. For Cause. The funding board or the director may suspend or terminate the obligation to provide funding to the sponsor under this Agreement:

1. In the event of any breach by the sponsor of any of the sponsor's obligations under this Agreement; or
2. If the sponsor fails to make progress satisfactory to the funding board or director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines

In the event this Agreement is terminated by the funding board or director, under this section or any other section after any portion of the grant amount has been paid to the sponsor under this Agreement, the funding board or director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived.

B. Non Availability of Funds. The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the sponsor.

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

SECTION 43. DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the sponsor and the funding board, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the third person shall be chosen by the funding board's chair.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the decision of the disputes panel, unless the remedy directed by that panel shall be without the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written Agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

SECTION 44. ATTORNEYS' FEES

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

SECTION 45. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in a county where the project is situated. The sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

SECTION 46. PROVISIONS APPLICABLE ONLY IF FEDERALLY RECOGNIZED INDIAN TRIBE IS THE SPONSOR

In the cases where this Agreement is between the funding board (State) and a federally recognized Indian Tribe, the following governing law/venue applies, but only between those parties:

- A. Notwithstanding the above venue provision, if the State of Washington intends to initiate a lawsuit against a federally recognized Indian tribe relating to the performance, breach or enforcement of this Agreement, it shall so notify the Tribe. If the Tribe believes that a good faith basis exists for subject matter jurisdiction of such a lawsuit in federal court, the Tribe shall so notify the State within five days of receipt of such notice and state the basis for such jurisdiction. If the Tribe so notifies the State, the State shall bring such lawsuit in federal court; otherwise the State may sue the Tribe in the Thurston County Superior Court. Interpretation of the Agreement shall be according to applicable State law, except to the extent preempted by federal law. In the event suit is brought in federal court and the federal court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from a lawsuit arising out of this agreement, including any third party claims relating to any work performed under this agreement, shall be binding and enforceable on the parties. Any money judgment or award against a tribe, tribal officers and members, or the State of Washington and its officers and employees may exceed the amount provided for in Section F - Project Funding of the Agreement in order to satisfy the judgment.
- C. The Tribe hereby waives its sovereign immunity for suit in federal and state court for the limited purpose of allowing the State to bring such actions as it determines necessary to give effect to this section and to the enforcement of any judgment relating to the performance, or breach of this Agreement. This waiver is not for the benefit of any third party and shall not be enforceable by any third party or by any assignee of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

For purposes of this provision, the State includes the RCO and any other state agencies that may be assigned or otherwise obtain the right of the RCO to enforce this Agreement.

SECTION 47. SEVERABILITY

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

Eligible Scope Activities

Project Sponsor: Island County Department of Natural Resources
Project Title: Iverson Preserve Stakeholder Integration
Program: Puget Sound Acq. & Restoration

Project Number: 15-1049P
Project Type: Planning
Approval: 12/9/2015

Planning Metrics

Worksite #1, Iverson Marsh

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Puget Sound ESU,
Chum Salmon-Puget Sound/Strait of
Georgia ESU, Coho Salmon-Puget
Sound/Strait of Georgia ESU, Pink
Salmon-Odd year ESU

Targeted species (non-ESU species):

Bull Trout, Searun Cutthroat

Area Encompassed (acres) (B.0.b.1):

120.0

Miles of Stream Affected (B.0.b.2):

0.01

Restoration Planning And Coordination Project

Conducting habitat restoration scoping and feasibility studies (B.1.b.8)

Project Identified In a Plan or Watershed Assessment (B.1.b.8.a):

Description of the Plan (B.1.b.8.b):

Iverson Marsh Feasibility Study

2005 Puget Sound Chinook Recovery
Plan, Island County Chapter.

Name and Description of Plan:

The Iverson Marsh Stakeholder
Integration Project will build upon the
two previous Feasibility Studies for the
Iverson Preserve (Iverson Farm
Restoration Feasibility Study, 2001, and
Flood Study to Determine Alternatives
for Restoration and Enhancement of
Marsh Habitat and Shoreline Process for
the Iverson Farm Property on Camano
Island, 2001) to further address the
feasibility of restoring the inter-tidal
marsh and partial or all of the old
Iverson Farm.

Milestone Report By Project

Project Number: 15-1049 P
Project Name: Iverson Preserve Stakeholder Integration
Sponsor: Island Co. Dept. Natural Res.
Project Manager: Marc Duboiski

X	I	Milestone	Target Date	Comments/Description
X		Project Start	12/09/2015	
X		Data Gathering Started	12/09/2015	
		RFP Complete/Consultant Hired	03/31/2016	
	I	Progress Report Submitted	04/30/2016	
	I	Annual Project Billing	07/31/2016	
	I	Progress Report Submitted	10/31/2016	
		Draft Plan to RCO	12/31/2016	Draft Reports, See Manual #18, Appendix D-1, Conceptual Design Deliverables.
		Draft Plan to RCO	03/31/2017	
	I	Progress Report Submitted	03/31/2017	
		Final Plan to RCO	06/30/2017	Final Narrative Report
		Final Report in PRISM	06/30/2017	
	I	Agreement End Date	06/30/2017	
		Final Billing to RCO	08/31/2017	

X = Milestone Complete

I = Critical Milestone

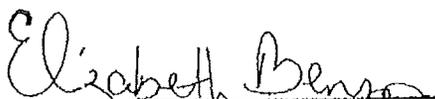


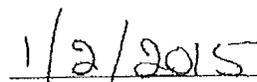
United States Department of the Interior
U.S. GEOLOGICAL SURVEY



To Whom It May Concern:

The United States Geological Survey (USGS) is part of the Federal Government of the United States. It may not use appropriated funds, without express statutory authority, to purchase insurance. As a result, the Government is essentially a self-insurer with respect to (1) loss of, or damage to, Government property and (2) damage to persons or property caused by employee acts or omissions while acting within the scope of their employment in accordance with the Federal Tort Claims Act (codified at 28 USC 2671 et seq.).


Elizabeth Benson, Administrative Officer
Certifying USGS Official


Date

*Commissioners Office
Work Session
September 7, 2016*

EXECUTIVE SESSION

The Board will meet in Executive Session at 1:00 p.m. in the Commissioner's Conference Room #218 as allowed under RCW 42.30.110(1)(g) to review the performance of a public employee. The Executive Session is expected to last 1 ½ hours with no announcement in open public session.