2 0 16

ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE
OCTOBER

REGULAR WORK SESSION
1st WEDNESDAY, OCTOBER 5, 2016

9:00 a.m.	Human Resources
9:30 a.m.	Public Works
9:45 a.m.	Human Services
10:00 a.m.	IT
10:15 a.m.	Commissioners Office
10:30 a.m.	Budget Director
10:45 a.m.	Long Range Planning
	NOON BREAK
1:00 p.m.	Health Department/Department of Natural Resources

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

The October 5th, 2016 Work Session will be held in the Administration Building, Room, #116, 1 NE 7th 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 HUMAN RESOURCES

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

Melanie R. Bacon
Director

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

October 5, 2016 Work Session (Preliminary):

- ***Job Requisitions***

Approved by Budget Director

Juvenile Detention
- JDO, replacement, C-9 — **Job Requisition 2016-085**

Sheriff
- Corrections Deputy, replacement, Corr Gd 9 — **Job Requisition 2016-091**

Public Health
- EHS 2, replacement, C-12 — **Job Requisition 2016-086**

Assessor
- Commercial Appraiser, replacement, C-12 — **Job Requisition 2016-090**

Planning
- Critical Areas Planner , replacement, C-11/12/13 — **Job Requisition 2016-087**

Pending approval by Budget Director

Sheriff
- Civil/Records Clerk , replacement, SS 4 — **Job Requisition 2016-092**

Juvenile Detention
- Administrative Assistant .62 FTE, replacement, C-8 — **Job Requisition 2016-088**

Prosecuting Attorney
- DPA , replacement, TM 13/14 — **Job Requisition 2016-089**

- ***Contract--1845***

- ***Use of Credit Cards***
  - *Board discussion: should we include Travel costs?*

ISLAND COUNTY PUBLIC WORKS
COMMISSIONERS AGENDA
~ WORK SESSION ~
Commissioners' Hearing Room
October 5, 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. <u>Surface Water</u>

A. Subject/Description: **Tyee Beach Bulkhead Repair Advisement of Intention to Bid via Small Works Roster**

Attachment: Memorandum;
Action requested: Discussion and Board Approval
Follow up: To be determined

II. <u>Parks</u>

A. Subject/Description: **Agreement for the Stewardship of the Barnum Point Core Tract and Island County Parks Barnum Point Property**

Attachment: Memorandum; Agreement
Action requested: Discussion and Board Approval
Follow up: To be determined

I. Surface Water
A. Tyee Beach Bulkhead Repair
Advisement of Intention to Bid
via Small Works Roster

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

September 21, 2016

TO: *Board of Island County Commissioners*

FROM: *Matthew Lander, Drainage Engineer*
Island County Public Works

RE: *Tyee Beach Bulkhead Repair JL 00571-0102, CRP 16-01*
Advisement of Intention to Bid via Small Works Roster

Island County Public Works is requesting approval to advertise for bids for the construction of the Tyee Beach Bulkhead repair. The project will construct a new steel sheet pile bulkhead, two steel sheet pile side walls and remove the existing timber pile bulkhead.

The engineer's opinion of cost for construction is $161,700. Bid advertisement will commence upon contract document approval by Prosecuting Attorney's Department. Construction is anticipated to begin in January and last 20 working days. If construction is expected not to be finished by February 15th, the construction start date will be after July 15th because of permit provisions. Funding for this project is from the Road Fund.

Respectfully,

Matthew Lander
Drainage Engineer
PC/cmk

II. Parks
A. Agreement for the Stewardship of the Barnum Point Core Tract and Island County Parks Barnum Point Property.

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

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

MEMORANDUM

October 5, 2016

TO: Board of Island County Commissioners

FROM: Public Works – Parks

RE: Interim Implementation and Cooperative Agreement for the Stewardship of the Barnum Point Core Tract and Island County Parks Barnum Point Property.

1. This interim agreement is between the Whidbey Camano Land Trust and Island County
2. The agreement will provide for public access, stewardship, and protection of natural areas.
3. This agreement also provides for the terms, conditions and requirements as expressed in Sections 2, 3, 4, 5, 6 , 7 of the document.
4. The term of this agreement will be 2 years upon acceptance by both Island County and the Whidbey Camano land Trust

Sincerely
Jan vanMuyden
Jan vanMuyden
Parks Superintendent

INTERIM IMPLEMENTATION and COOPERATIVE AGREEMENT

For the

STEWARDSHIP OF BARNUM POINT

THIS IMPLEMENTATION AND COOPERATIVE AGREEMENT FOR THE STEWARDSHIP OF BARNUM POINT ("Agreement") is entered into by and between the WHIDBEY CAMANO LAND TRUST, a Washington nonprofit corporation ("Land Trust"), and ISLAND COUNTY, ("County") (collectively "Parties"), as of the date provided below.

1. ***Recitals.***

1.1 WHEREAS in December 2015 the Land Trust acquired thirty-five acres ("Barnum Core Tract") adjacent to Island County property ("County Park") at Barnum Point, as shown on Exhibit A, attached hereto and made a part hereof (together, "Barnum Properties");

1.2 WHEREAS, the Land Trust received a loan from The Conservation Fund to temporarily secure Barnum West of the acquisition, the repayment of which needs to occur by December 28, 2017;

1.3 WHEREAS the Land Trust, as fee simple owner of Barnum Core Tract, and the County, as the fee simple owner of County Park, jointly agree that the properties are best suited for long-term protection of natural features and to provide appropriate recreational opportunities;

1.4 WHEREAS the Land Trust and the County would like to enhance both Barnum Core Tract and County Park with invasive species removal and access to the public;

1.5 WHEREAS, the County has submitted grants, which, if awarded, will allow the purchase of Barnum West from the Land Trust within the next two years;

1.6 WHEREAS, in the interim the County and Land Trust would like as a single unit along with the County Park, for public access and stewardship;

1.7 WHEREAS, the Land Trust and County wish to continue their cooperative efforts at Barnum Properties and further allocate between themselves tasks and other obligations.

NOW, THEREFORE, in consideration of the mutual benefits hereunder, the covenants, conditions, and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Land Trust and County agree as follows:

2. ***Term of Agreement.***

2.1 Term of Agreement. The term of this Agreement shall be two (2) years from the effective date of this Agreement, unless earlier terminated as expressly provided herein or unless extended as expressly provided herein.

2.2 Extension of Term/Amendment/Transfer of Responsibilities. The Parties may amend this Agreement, provided that any such amendment is in writing and signed by the Parties.

3. ***General Project Requirements.***

3.1 Compliance with Applicable Laws. The Parties shall perform their respective tasks and other obligations under this Agreement in compliance with all applicable laws, including, but not limited to, the Americans with Disabilities Act of 1990, 42 U.S.C. Sec. 12101 *et. seq.* (a/k/a "ADA").

3.2 Timing. The Parties shall timely perform their respective tasks and other obligations under this Agreement. In the absence of any express deadline herein, the Parties shall promptly perform their respective tasks and other obligations under this Agreement.

3.3 Copies of Records. All correspondence, grant applications, any invoices and all other documents relating to the Project, except correspondence by a party with its attorneys and other legal work product or documents that are subject to the attorney/client privilege or attorney work product privilege, shall constitute "Records" under this Agreement. Each party shall, upon written request, promptly provide to the other party a true and complete copy of any Record so requested. The foregoing shall not relieve a party of any express obligation under this Agreement to otherwise provide to the other party any Record. This provision shall survive termination of this Agreement.

3.4 Confidentiality. Any and all Records and other data or information given by a party hereto to the other pursuant to this Agreement that is individually designated in writing as confidential shall not at any time be disclosed to any person, firm, corporation, or other entity, except as may be required by law, including, but not limited to, the County's release of public records not exempt from disclosure under Chapter 42.56 RCW. This provision shall survive termination of this Agreement.

4. ***Project Management.***

4.1 Project Tasks.

4.1.1 The Parties shall perform the tasks set forth in Exhibit B with respect to property management that are reasonably necessary to ensure the continued stewardship of the Barnum Properties.

4.1.2 The Parties may choose to reallocate task responsibilities between the Land Trust and Island County with mutual agreement.

4.2 Project Costs.

4.2.1 Adequate funding must be secured before any of the project tasks are conducted.

4.2.2 All costs incurred by the Land Trust and County will be paid by each respective organization.

4.2.3 Volunteers will be used to reduce overall project costs.

5. ***Notices.***

5.1 Notices. Except as may be otherwise expressly provided for herein, any notice, demand, invoice, request, consent, approval, or communication that either party desires or is required to give to the other shall be: (a) in writing; (b) either (i) delivered in person, (ii) sent by U.S. mail (postage prepaid), or (iii) sent by electronic mail; and (c) addressed as follows:

5.1.1 To Land Trust: Jessica Larson, Whidbey Camano Land Trust, 765 Wonn Road C-201, Greenbank, WA 98253; pat@wclt.org.

5.1.2 To County: Steve Marx, Island County, Courthouse P.O. Box 5000, 1 NE 6th Street, Coupeville, WA 98239-5000; S.Marx@co.island.wa.us

or to such other address as either party from time to time shall designate by notice to the other.

5.2 Delivery. Except as may be otherwise expressly provided for herein, (a) if such notice is delivered in person or by electronic mail, it shall be deemed given immediately upon delivery; or (b) if such notice is sent by U.S. mail, it shall be deemed given on the third day after being deposited in the mail.

5.3 Point of Contact. Each party shall designate one person as a primary point of contact and a second person as an alternate point of contact to facilitate communication between the Parties. Each party shall promptly after the effective date of this Agreement provide to the other party the names and telephone numbers of such primary contact and alternate.

6. ***Remedies.***

6.1 Notice. If a party to this Agreement ("Injured Party") determines that the other party ("Defaulting Party") is in material breach or default of a provision of this Agreement, the Injured Party shall give notice to the Defaulting Party of such breach or default and

demand corrective action sufficient to cure the breach or default.

6.2 Failure to Respond. The Injured Party may bring an action as provided in Section 7.3 below if the Defaulting Party:

6.2.1 Fails to cure the breach or default within thirty (30) days after receipt of notice thereof from the Injured Party;

6.2.2 Under circumstances where the breach or default cannot reasonably be cured within the thirty (30) day period, fails to begin curing such violation within the thirty (30) day period; or

6.2.3 Fails to continue diligently to cure such violation until finally cured.

6.3 Action to Enforce. Upon notice and expiration of the period to cure, the Injured Party may bring action at law and/or in equity in a court of competent jurisdiction to enforce the provisions of this Agreement, to enjoin the violation, by temporary or permanent injunction, to obtain specific performance of this Agreement, and/or to recover any damages to which it may be entitled for such breach or default. The Injured Party shall also have the right to terminate this Agreement. The remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.4 Waiver. No delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof, and no waiver by either party of the breach or default of any term, covenant, or condition of this Agreement by the other shall be construed as a waiver of any preceding or succeeding breach or default of the same or any other term, covenant, or condition of this Agreement. Any waiver under this Agreement must be in writing.

6.5 Acts Beyond Party's Control. Neither party to this Agreement shall be in default or violation as to any obligation created hereby and no condition precedent or subsequent shall be deemed to fail to occur if such party is prevented from fulfilling such obligation by, or such condition fails to occur due to, forces beyond such party's reasonable control, including, but not limited to, destruction or impairment of facilities resulting from breakdown not resulting from lack of ordinary care and maintenance, flood, earthquake, slide, storm, lightning, fire, epidemic, war, riot, civil disturbance, sabotage, proceeding by court or public authority, or act or failure to act by court, public authority, or third party, which forces by exercise of due diligence and foresight such party could not reasonably have expected to avoid.

6.6 Survival of Provisions. The provisions of this Section 6 shall survive termination of this Agreement.

7. ***General Provisions.***

7.1 Effective Date. The date upon execution of the Agreement by the last of Land Trust and County shall be the effective date of this Agreement.

7.2 Recitals. Each recital set forth above is fully incorporated into this Agreement.

7.3 Assignment. Neither party may assign or transfer this Agreement without the prior written consent of the other party, which shall be in such other party's sole discretion.

7.4 Relationship of Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other arrangement between the Parties and neither party shall be deemed to be the employee, contractor, or agent of the other.

7.5 Benefited Parties. The covenants, provisions, and conditions of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective principals, directors, agents, successors, and assigns. No term or provision of this Agreement is intended to be, or shall be, for the benefit of any person, firm, organization, or corporation not a party to this Agreement, and no such other person, firm, organization, or corporation shall have any right or cause of action hereunder.

7.6 Entire Agreement. This instrument sets forth the entire agreement of the Parties with respect to the Project and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Project, written or oral, all of which are merged herein.

7.7 Captions. The captions of this instrument have been inserted solely for convenience and ease of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

7.8 Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Washington.

7.9 Authority. Each undersigned representative of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally execute, and bind such party to, this Agreement.

7.10 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 save, indemnify, defend, and hold the other party (s) to this agreement harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this Agreement except as expressly provided herein

IN WITNESS WHEREOF, the Parties have executed this Agreement:

WHIDBEY CAMANO LAND TRUST

By _____ _____
Carrie Viers, Acting Executive Director Date

ISLAND COUNTY

Board of County Commissioners
Island County, Washington

_____ _____
Richard Hannold, Chair Date

Attest:

_____
Debbie Thompson, Clerk of the Board

Exhibit A - Maps
Property Map

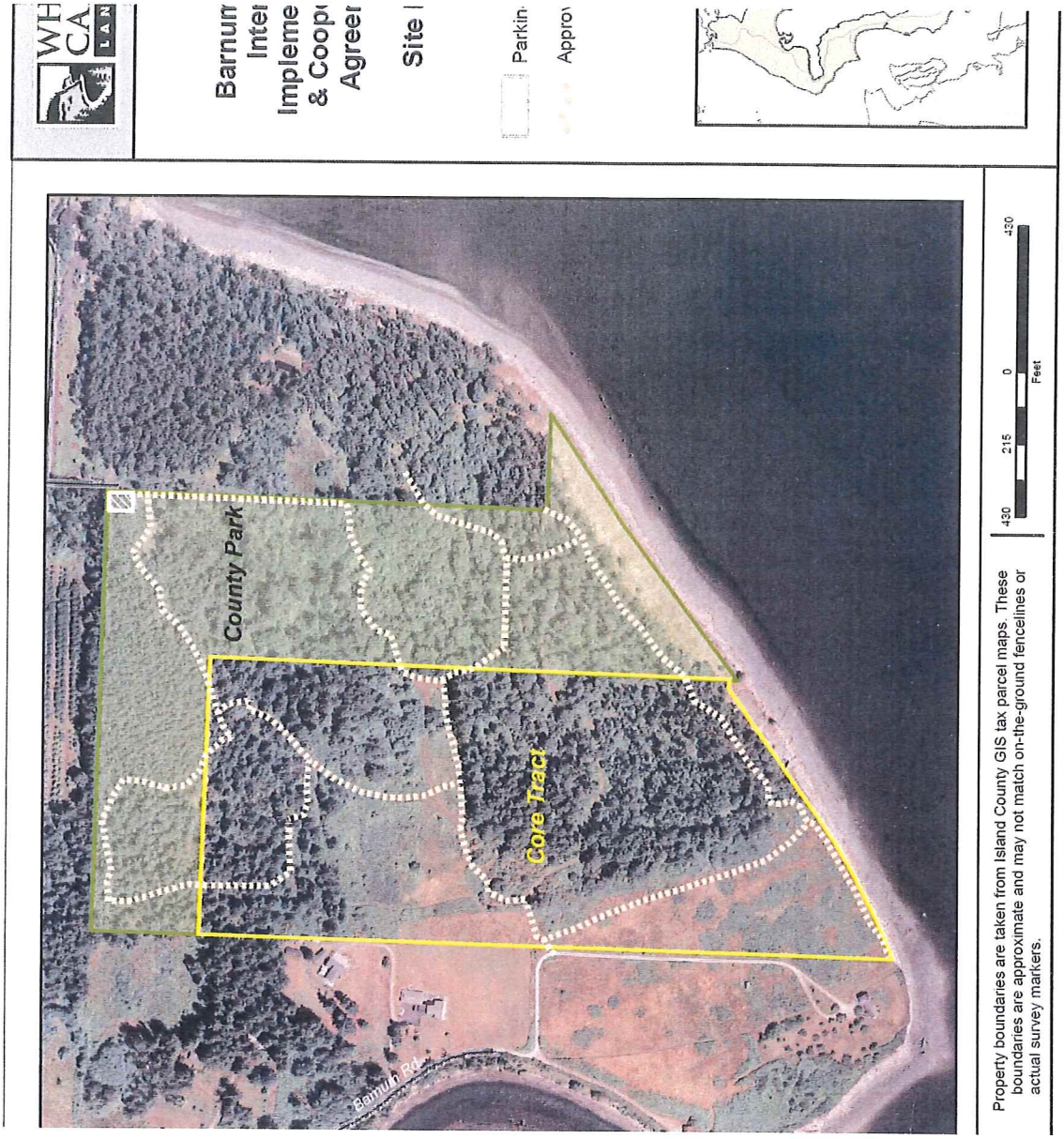

Exhibit B –Project Tasks

Land Trust

1. Monitor and report anything out of the ordinary on both Barnum Core Tract and County Park during any site visits.
2. Coordinate with County to design a single connected trail system between Barnum Core Tract and County Park.
3. Remove invasive species and conduct trail maintenance (on approved trails) on both Barnum Core Tract and County Park. Prior approval required when doing any work on County Park.
4. Coordinate with the County to create a comprehensive Barnum Point Management Plan for the future stewardship and management of the Barnum Properties.
5. Prior to any public access on Barnum Core Tract, install chainlink fencing along the south edge of Barnum Core Tract along the feeder bluff.
6. Post signs on County Park with permission from County staff.

Island County

1. Monitor and report anything out of the ordinary on both Barnum Core Tract and County Park during any site visits.
2. Coordinate with Land Trust to design a single connected trail system between Barnum Core Tract and County Park.
3. Coordinate with the Land Trust to create a comprehensive Barnum Point Management Plan for the future stewardship and management of the Barnum Properties.
4. Remove invasive species and conduct trail maintenance (on approved trails) on both Barnum Core Tract and County Park. Prior approval required when doing any work on Barnum Core Tract.
5. Move split-rail fencing to appropriate locations after trail system is determined.
6. Manage public access cohesively across both Barnum Core Tract and County Park.

HUMAN SERVICES
Work Session Agenda
October 5, 2016

1. Subject: North Sound Behavioral Health Organization Facility overview
   Description: Update
   Attachment: No
   Proposed Action: Discussion

2. Subject: Space needs for Disabled American Veterans
   Description: Update
   Attachment: No
   Proposed Action: Discussion

Island County IT Department
Work Session Agenda
Oct 5 2016

County Commissioners:
Helen Price Johnson
Jill Johnson, Member
Rick Hannold, Member, Chair

John Kent, IT Director

Subject/Description: Seitel Systems Exchange Upgrade
Attachment: No
Action Requested: Approve Seitel Exchange Upgrade
Follow up: After Risk and Contract Review schedule for Consent Agenda Public Board Meeting

Commissioners Office
Work Session
October 5, 2016

Subject/Agenda: Consider applicant for reappointment to Ebey's Landing National Historical Reserve Trust Board
Attachment: yes
Action Requested:
Follow up:

Subject/Agenda: Request from Northwest Workforce Development Council to appoint Kevin Corrigan to Position #5
Attachment: yes
Action Requested:
Follow up:

EBEY'S LANDING NATIONAL HISTORICAL RESERVE TRUST BOARD
http://www.nps.gov/ebla/index.htm

The Trust Board of Ebey's Landing National Historical Reserve (NHR)was established in 1988 to administer and manage the NHR. The Reserve was created as a unit of the National Park System in 1978 and is a cooperative effort of the National Park Service, State Parks, Island County and the Town of Coupeville.

The Trust Board was created pursuant to Public Law 92-463 and the Interlocal Cooperation act. Trust Board members are enrolled as Volunteers in Parks (VIPs) and perform duties as assigned by the National Parks Service. Total membership consists of nine members: three members representing Island County and one county member at large; three members representing the Town of Coupeville; one representative of State Parks & one representative of the National Parks Service. Commissioner Helen Price Johnson appointed as Commissioner Representative January 5, 2009. ***Four year term.***

POSITION	MEMBER		TERM EXPIRES
	TOWN OF COUPEVILLE REPRESENTATIVES	**APPOINTED BY TOWN OF COUPEVILLE.**	
1.	Mark Sheehan		10/01/18
2.	Molly Hughes		10/01/16
3.	Jan Pickard		10/01/16
	ISLAND COUNTY REPRESENTATIVES	**APPOINTED BY BOCC**	
4.	Fran Einterz		10/01/19
5.	Wilbur Bishop		10/01/19
6.	Alvin Sherman		10/01/16
7.	Lisa Meserole	Member at Large.	10/01/17
8.	Eric Watilo	WA State Parks & Rec. Comm. Rep.	N/A
9.	Hank Florence	National Park Service Rep.	N/A

Alvin Sherman Position #6 has requested reappointment. The Board did not receive any other applications.

NORTHWEST WORKFORCE DEVELOPMENT COUNCIL (Previously PIC) http://nwboard.org/

Washington State is divided into 12 Service Delivery Areas (SDA's), and Island County's SDA consists of the four counties of Whatcom, Skagit, San Juan and Island.

Island County's representation includes 3 members from the private sector; 1 from K-12 Local Education and 1 from community-based representation.

POSITION	MEMBER	REPRESENTING	TERM EXPIRES
1.	William F. "Bill" Thorn	Private/ Business	7/27/17 Three-year term
2.	Ron Nelson,Ex. Director Island County EDC	Economic Development	7/27/17 Three-year term
3.	Alerd Johnson	K-12 Local Education	7/27/18 Two-year term
4.	Rhea Nelson	Community Based Organization	7/27/17 Three-year term
5.	Jonathan Hefflinger	Private/Business	7/27/18 Three-year term

Island County Economic Development Council

Serving Whidbey & Camano Islands

Superior Workforce • Superior Lifestyle • Business Success

Board of Island County Commissioners
Attn: Commissioner Johnson
PO Box 5000
Coupeville, WA 98239

RECEIVED
SEP 28 2016
ISLAND COUNTY
COMMISSIONER'S OFFICE

September 28, 2016

Dear Commissioners:

The Island County Economic Development Council requests the appointment of Kevin Corrigan to represent "business" on the board of the Northwest Workforce Council as an Island County/Business-Manufacturing sector member. Mr. Corrigan was nominated for consideration by his employer, Nichols Brothers Boat Builders. Mr. Corrigan will fill the position vacated by the resignation of Jonathan Hefflinger, Nichols Brothers.

The Workforce Investment Act defines representatives of business, who constitute a majority of the membership of the Council, as representatives of business in the local area, who "are owners of businesses, chief executives or operating officers of businesses, and other business executives or employers with optimum policymaking or hiring authority, and represent businesses with employment opportunities that reflect the employment opportunities of the local area". It is desirable that they represent key economic sectors in the area and/or are employers with highly regarded human resource practices.

Mr. Corrigan is Nichols BBB Director of Human Resources. He meets the criteria outlined above, and his appointment will, I believe, be in the best interest of Island County and the Northwest Workforce Council.

The Island County Economic Development Council fully endorses Mr. Corrigan's nomination. If you have any questions, please give me a call.

Sincerely,

Ron Nelson
Executive Director

C: Gay Dubigk

Phone (360) 678-6889 ◆ Email icedc@whidbey.net
P.O. Box 279 ◆ 180 NW Coveland St ◆ Coupeville, WA 98239

Northwest Workforce Council

PO Box 2009 (101 Prospect Street), Bellingham, WA 98227 - 360.676.3209 • 2005 E. College Way, Mount Vernon, WA 98273 - 360.416.3600
31975 SR 20, Suite 3, Oak Harbor, WA 98277 - 360.675.5966 • PO Box 1696 (540 Guard Street #210), Friday Harbor, WA 98250 - 360.378.4662-
www.nwboard.org -

September 28, 2016

Ron Nelson, Director
Island County Economic Development Council
PO Box 279
Coupeville, WA 98239

Dear Mr. Nelson,

The Northwest Workforce Council has an open position for a voting member, representing the business sector in Island County. I am requesting the Economic Development Council of Island County submit a recommendation to Island County Board of Commissioners to appoint Kevin Corrigan HR, Nichols Brothers to this open position.

Mr. Corrigan is the Director of Human Resources at Nichols Brothers Boat Builders in Freeland, WA and will serve as a business representative in this key sector of the local economy.

We have spoken with Mr. Corrigan about becoming a board member, and he is very interested in serving and becoming connected to the Council's work.

The Workforce Innovation and Opportunity Act defines representatives of business, who constitute a majority of the membership of the Council, as those who "are owners of businesses, chief executives or operating officers of businesses, and other business executives or employers with optimum policymaking or hiring authority, and who represent businesses with employment opportunities that reflect the employment opportunities of the local area." It is desirable that they represent key economic sectors in the area and/or are employers with highly regarded human resource practices.

Attached is a sample letter you may use to submit Mr. Corrigan's name to Commissioner Jill Johnson. The Island Board of Commissioners is authorized to make appointments to our board.

I appreciate your attention to this matter, and hope you will submit Mr. Kevin Corrigan's nomination as soon as is convenient for you.

Sincerely,

Gay L. Dubigk
Executive Director

C: Commissioner Jill Johnson
Kevin Corrigan

NICHOLS BROS. BOAT BUILDERS
PO Box 580
Freeland, WA 98249
Phone: (360) 331-5500
Fax: (360) 331-7484
www.nicholsboats.com

September 23, 2016

Gay L Dubigk, CEO
Northwest Workforce Council
PO Box 2009
Bellingham, WA 98227

Dear Gay:

Nichols Brothers Boat Builders of Island County would like to nominate Kevin Corrigan, Director of Human Resources, Nichols Brothers Boat Builders for appointment to the board of the Northwest Workforce Council.

He is being nominated to fill a position on the board of the Northwest Workforce Council representing "business" in Island County.

The Workforce Investment Act defines representatives of business, who constitute a majority of the membership of the Council, as representatives of business in the local area, who "are owners of businesses, chief executives or operating officers of businesses, and other business executives or employers with optimum policymaking or hiring authority, and represent businesses with employment opportunities that reflect the employment opportunities of the local area". It is desirable that they represent key economic sectors in the area and/or are employers with highly regarded human resource practices.

Mr. Corrigan meets the criteria outlined above, and his appointment will, I believe, be in the best interest of the Northwest Workforce Council. He has expressed an interest in serving on the Council in his own right.

Nichols Brothers Boat Builders of Island County supports the Northwest Workforce Council and its efforts, and hopes this nomination will be accepted.

Sincerely,

Gavin Higgins, CEO

ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT

COMMISSIONERS AGENDA
- Long Range Planning - Work Session -

October 5, 2016

Subject/Description: Discussion related to the Comprehensive Plan Update - Review of Mapping Components, Proposed Freeland Development Regulations, and proposed changes to the Annual Docket Process

Attachment: No

Action Requested: Discussion Only

Follow up:

ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT
PHONE: (360) 679-7339 ■ from Camano (360) 629-4522, Ext. 7339
■ from S. Whidbey (360) 321-5111, Ext. 7339 ■ FAX: (360) 679-7306
■ 1 NE 6th Street, P. O. Box 5000, Coupeville, WA 98239-5000
■ Internet Home Page: https://www.islandcountywa.gov/

TO: **Island County Board of Commissioners**

FROM: **Island County Long Range Planning**

DATE: **September 28, 2016**

SUBJECT: **Discussion related to the Comprehensive Plan Update - Review of Mapping Components, Proposed Freeland Development Regulations, and proposed changes to the Annual Docket Process**

Commissioners:
This will be the first of a series of public work sessions to begin the work of reviewing and finalizing draft components of the Comprehensive Plan and related regulatory updates. Today staff will be proposing a review of the following:

1. **Map Revisions**
- Requests and associated changes to the Freeland NMUGA Maps *(Map 1I)*
- Requests and associated changes to the Oak Harbor Joint Planning Areas (JPA) *(Map 1K);* and
- Changes to the Future Land Use Map as it relates the following two items:
  - Oak Harbor Urban Holding Areas *(Map 1T)*
  - The combination of certain land use categories *(Maps 1S-1W).*
2. **Freeland Development Regulations**

Additionally, staff will be presenting draft ICC Code changes to Chapter 16.26 as they relate to the Annual Docket Review Process - establishing new procedures for application submissions and new schedules for consideration and adoption.

Map Revisions

NMUGA
Over the past few months requests have been submitted to staff relating to the Freeland NMUGA to either be included or removed from the NMUGA. Staff will present an updated map and will review those requested changes and proposed corresponding impacts to the Buildable Lands Analysis.

Freeland Development Regulations

Staff will present draft development regulations for Freeland related to the use charts and a section relating to non-conforming uses. Discussion will be related to policy decision that would impact the following:

- the types of uses, and types of permits for those uses
- uses allowed in each district
- conditions for uses
- exemptions from the Certificate of Zoning Compliance process and/or fees
- creating a process for easing transitions from non-conforming to conforming

Annual Docket Recommendations

Staff will present for discussion a draft of the changes to ICC 16.26 related to the revisions in the annual docket process, and discuss some recommendations related to timing.

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 – October 5, 2016**
Note: The first Public Health Work Session of the month is designated for informal discussion of any Board of Health matters.

Administration:

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

Assessment & Healthy Communities:

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

Community & Family Health:

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

Environmental Health:

1. *Subject/Description:* ICC 9.10 – New; Outdoor Burning Permits
   Attachments: *a.* Outdoor Burning Permit Ordinance/Exhibit A
   b. Summary of changes
   Action Requested: Discussion and direction.
2. *Subject/Description:* Solid Waste Violation – Crosby Road
   Attachment: None.
   Action Request: Discussion only.

Natural Resources:

1. *Subject/Description:* Puget Sound Partnership: Island County Local Integrating Organization
   Attachment: Agreement No. 2017-21
   Action Requested: Approval to move to BOCC following completion of legal and risk review.
2. *Subject/Description:* WA State Department of Fish & Wildlife: Incentives to Reduce Armor in Island County – term extension only
   Attachment: Amendment No. 1 to WDFW No. 14-02085
   Action Requested: Approval to move to BOCC following legal and risk review.
3. *Subject/Description:* Continued discussion of the creation of the Salmon Recovery Technical & Citizen Committee. This committee will replace the current Salmon Technical Advisory Group and will have the responsibilities of the lead entity citizen committee, formerly assigned to the Water Resources Advisory Committee.
   Attachment: None. Handouts only.
   Action Requested: Approval to move Resolution to consent agenda.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN RE REPEALING CHAPTER 14.03D ISLAND COUNTY CODE AND REPLACING IT WITH CHAPTER 9.10 ISLAND COUNTY CODE - OUTDOOR BURNING PERMIT PROGRAM UNDER THE WASHINGTON CLEAN AIR ACT, CHAPTER 70.94 RCW	ORDINANCE NO. C- -16

WHEREAS, it is the policy of the State of Washington under the Washington Clean Air Act, chapter 70.94 RCW, to reduce outdoor burning to the greatest extent possible; and

WHEREAS, a limited burning permit program has been established by the Northwest Air Pollution Authority under the Outdoor Burning regulations, chapter 173-425 WAC, adopted by the Department of Ecology; and

WHEREAS, the Northwest Air Pollution Authority informed Island County in 2001 that it intended to discontinue the outdoor burning limited permit program in the County unless the County agreed to assume the responsibility of issuing and enforcing burning permits for residential burning, land clearing burning, storm and flood debris burning, and recreational fires; and

WHEREAS, the Board of Island County Commissioners considered it vital to the citizens of Island County that they continue to be allowed to conduct outdoor burning pursuant to the limited burning permit program; and

WHEREAS, in conjunction with Skagit County, Island County entered into a Memorandum of Agreement with the Northwest Air Pollution Authority in 2001 to assume responsibility for issuing and enforcing outdoor burning permits and regulations for residential burning, land clearing burning, storm and flood debris burning, and recreational fires; and

WHEREAS, the Memorandum of Agreement required that the County adopt an ordinance to allow the limited outdoor burning permit and enforcement program for residential burning, land clearing burning, storm and flood debris burning, and recreational fires; and

WHEREAS, on October 22, 2001, Island County adopted Ordinance C-117-01 that superseded and repealed Ord. C-55-93. Ordinance C-117-01 was codified as chapter 14.03D ICC; and

WHEREAS, on October 10, 2013, the Northwest Air Pollution Authority ("the Northwest Clean Air Agency" or "NWCAA") entered into a new Memorandum of Agreement with Island County regarding the mutual roles and responsibilities of the outdoor burning program; and

WHEREAS, the Board of Island County Commissioners desires to update Island County's outdoor burning permit program to ensure consistency with chapter 70.94 RCW and chapter 173-425 WAC; and

WHEREAS, the Board of Island County Commissioners desires to move Island County's outdoor burning permit program to Title 9 of the Island County Code – Public Peace, Safety, and Morals, rather than keep it in its current placement if Title 14 – Buildings and Construction; and

WHEREAS, Island County intends to repeal chapter 14.03D in its entirety and supersede and replace chapter 14.03D with a new chapter 9.10 – Outdoor Burning Permits.

NOW, THEREFORE,

IT IS HEREBY ORDAINED that the Outdoor Burning Permit regulations attached hereto as Exhibit "A" are adopted. Ordinance C-117-01, codified as chapter 14.03D ICC – Burning Permits, adopted October 22, 2001, is repealed.

Reviewed this _____ day of _____, 2016, and set for public hearing on the _____ day of _____ 2016 at _____ ___.m. in the Commissioner's Hearing Room.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

_____
Richard M. Hannold, Chair

_____
Jill Johnson, Member

_____
Helen Price Johnson, Member

ATTEST:

_____
Debbie Thompson
Clerk of the Board

Ordinance C- -16 is adopted this ____ day of _____, 2016 following public hearing.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

_____
Richard M. Hannold, Chair

_____
Jill Johnson, Member

_____
Helen Price Johnson, Member

ATTEST:

_____
Debbie Thompson
Clerk of the Board

APPROVED AS TO FORM:

_____
Daniel B. Mitchell
Deputy Prosecuting Attorney and
Island County Code Reviser

EXHIBIT "A"

NEW CHAPTER

Chapter 9.10

Outdoor Burning Permits

Sections:

9.10.010 Authority
9.10.020 Applicability
9.10.030 Definitions
9.10.040 Outdoor Burning Requirements
9.10.050 Unlawful Outdoor Burning
9.10.060 Burning Permit Fees
9.10.070 Penalties
9.10.080 Limitation of Liability
9.10.090 Conflict/Severability

9.10.010 - Authority.

This chapter is enacted under the authority of the Washington Clean Air Act, chapter 70.94 of the Revised Code of Washington (RCW), chapter 173-425 of the Washington Administrative Code (WAC), and the Memorandum of Agreement between the Northwest Clean Air Agency and Island County.

9.10.020 - Applicability

Island County's outdoor burning permit program set forth in this Chapter only applies to the following types of outdoor burning: residential burning, land clearing burning, and recreational fires.

In accordance with the Memorandum of Agreement between the Northwest Clean Air Agency ("NWCAA") and Island County, the NWCAA retains authority to issue outdoor fire permits for all the other types of outdoor burning: agricultural burning; weed abatement fires; firefighting instruction fires; rare and endangered plant regeneration fires; storm and flood debris burning; and Indian ceremonial

fires. The NWCAA shall notify the Island County Environmental Health Office of all such permits it issues within Island County.

9.10.030 - Definitions.

Unless a different meaning is clearly required by context, the following words and phrases as used in this chapter shall have the following meanings:

Bonfire means any recreational fire in a designated area on public property or on private property consisting either of charcoal or firewood for either pleasure or ceremonial purposes.

Land clearing burning means outdoor burning of trees, stumps, shrubbery, or other natural vegetation from land clearning projects (i.e., projects that clear the land surface so it can be developed, used for a different purpose, or left unused). (RCW 70.94.750(2)).

Natural vegetation means unprocessed plant material from herbs, shrubbery, and trees, including grass, weeds, leaves, clippings, prunings, brush, branches, roots, stumps, and trunk wood. (WAC 173-425-030(11)).

Nuisance means, in the context of this outdoor burning permit program, an emission of smoke or any other air contaminant that unreasonably interferes with the use and enjoyment of the property upon which it is deposited. (RCW 70.94.030(2)).

Outdoor burning means the combustion of material of any type in an open fire or in an outdoor container without providing for the control of combustion or the control of emissions from the combustion. (RCW 70.94.743(2)).

Overnight burning means an actively burning outdoor fire that occurs between dusk to dawn.

Recreational fire means cooking fires, campfires, and bonfires using charcoal or firewood that occur in designated areas or on private property for cooking, pleasure, or ceremonial purposes. Fires used for debris disposal purposes are not considered recreational fires. (WAC 173-425-030(21)).

Residential burning means the outdoor burning of leaves, clippings, prunings and other yard and gardening refuse originating on lands immediately adjacent and in close proximity to a human dwelling and burned on such lands by the property owner or his or her designee. (RCW 70.94.750(1)).

Storm or flood debris burning means fires consisting of natural vegetation deposited on lands by storms or floods that have occurred in the previous two (2) years and resulted in an emergency being declared or proclaimed in the area by the county or state government and burned on such lands by the property owner or his or her designee. (RCW 70.94.743(1)(c)).

9.10.040 - Outdoor Burning Requirements.

A. Outdoor burning is only allowed in Island County if such outdoor burning complies with this chapter and chapter 173-425 WAC.

B. Outdoor burning is prohibited on State Department of Natural Resources ("DNR") protected lands as defined by RCW 76.04.005(4).

C. Limited outdoor burning areas. Pursuant to WAC 173-425-040, residential burning and land clearing burning are prohibited within the Limited outdoor burning areas. The Limited outdoor burning areas are the following Urban Growth Areas (UGAs): The Oak Harbor Urban Growth Area, the Coupeville Urban Growth Area, the Freeland Non-Municipal Urban Growth Area, and the Langley Urban Growth Area, and the incorporated cities and town within those UGAs. No outdoor fire in an area outside the limited outdoor burning areas may contain material that has been hauled from an area where residential burning and land clearing burning is prohibited, except for firewood hauled for wood burning fires. Recreational fires and storm or flood burning in the limited outdoor burning areas are allowed, so long as the NWCAA allows and permits storm or flood burning in such areas.

D. Types of burning allowed without a permit. Outdoor recreational fires that are three (3) feet in diameter by two (2) feet high, or smaller, are allowed without a permit within the limited outdoor burning areas as well as all other unincorporated areas in Island County so long as such recreational fires comply with ICC 9.40.340 if on public park lands and are not located on DNR protected lands.

E. Types of burning allowed with a permit. A person may only cause or allow a bonfire, residential burning, or land clearing burning in the unincorporated area of Island County if the person first obtains a burning permit issued by the Island County Health Services Director, or his or her designee, except as restricted by ICC 9.40.340 and ICC 9.10.040.B.

F. Conditions for all outdoor burning within Island County

1. The person responsible for the fire must ensure weather conditions allow for the best burning practices for each day of burning;

2. The fire must not include garbage, dead animals, asphalt, petroleum products, paints, rubber products, plastics, paper (other than what is necessary to start a fire), cardboard, treated wood, construction/demolition debris, metal, or any substance (other than natural vegetation) that normally releases toxic emissions, dense smoke, or obnoxious odors when burned);

3. If any emission from the fire is detrimental to the health, safety, or welfare of any person, if it causes damage to property or business, or if it causes a nuisance, the fire must be extinguished immediately; and

4. A fire may not be ignited and must be extinguished, if an air pollution episode, impaired air quality condition, or fire danger burn ban that applies to burning, is declared for the area and the fire is not otherwise allowed under chapter 14.03B ICC.

5. Pursuant to WAC 173-425-050(5), outdoor enclosures used for outdoor burning, must be constructed of concrete or masonry with a completely enclosed combustion chamber and equipped with a permanently attached spark arrester constructed of iron, heavy wire mesh, or other noncombustible material with openings not larger than one-half inch, and they may only be used in compliance with this chapter.

6. A person capable of extinguishing the fire must attend it at all times, and the fire must be extinguished before leaving it.

7. No fires are to be within fifty feet of structures, unless otherwise provided in this chapter.

8. Permission from a landowner, or owner's designated representative, must be obtained before starting an outdoor fire.

G. Conditions on recreational fires allowed without a permit. Recreational fires allowed without a permit must comply with chapter 173-425 WAC, ICC 9.10.040.F, and the following conditions:

1. Recreational fires may not exceed three (3) feet in diameter by two (2) feet in height.

2. The fire must be twenty-five (25) feet from all combustibles, structures, standing timbers, or power lines.

H. Conditions on residential burning allowed with a permit. Upon obtaining a permit for residential burning pursuant to ICC 9.10.040.E, the residential burning must comply with all requirements provided in chapter 173-425 WAC, ICC 9.10.040.F, as well as the following conditions:

1. Residential fires may exceed ten (10) feet in diameter by ten (10) feet in height.

2. No fires are to be within fifty (50) feet of structures, standing timbers, combustibles, or power lines.

3. Only one (1) pile at a time may be burned, and each pile must be extinguished before lighting another, overnight burning is prohibited.

I. Conditions on bonfires allowed with a permit. Upon obtaining a permit for a bonfire pursuant to ICC 9.10.040.E, bonfire must comply with all requirements provided in chapter 173-425 WAC, ICC 9.10.040.F, as well as the following conditions:

1. Bonfires may exceed twenty (20) feet in diameter by twenty (20) feet in height.

2. No fires are to be within fifty (50) feet of structures, standing timbers, combustibles, or power lines.

3. Only one (1) pile at a time may be burned, and each pile must be extinguished before lighting another, overnight burning must be permitted.

J. Conditions on land clearing burning allowed with a permit. Upon obtaining a permit for land clearing burning pursuant to ICC 9.10.040.E, the land clearing burning must comply with all requirements provided in chapter 173-425 WAC, ICC 9.10.040.F, as well as the following conditions:

1. Land clearing fires may not exceed twenty-five (25) feet in diameter by twenty-five (25) feet in height.

2. Only one (1) pile at a time may be burned unless permitted otherwise. Overnight burning must be permitted.

K. To be valid, a residential burning permit, bonfire permit, or land clearing burning permit must be issued by the Island County Health Services Director or his or her designee. Further conditions than the ones provided in this chapter may be imposed in the permit for the protection of life, property, or air quality, and the Island County Health Services Director or his or her designee may refuse, suspend or revoke permits to burn, or order burning not requiring a permit to cease, when conditions warrant so as to promote health and safety and to prevent a nuisance or further air pollution. The issuance of a burn ban in Island County that bans outdoor burning in the area of the permitted outdoor burn would suspend the outdoor burning permit until such burn ban is lifted.

L. The Island County Health Services Director or his or her designee may inspect or cause to be inspected the area involved as part of the approval process and issue a burning permit if:

1. All requirements relating to fire fighting equipment, the work to be done, and precautions to be taken before commencing the burning have been met;

2. No unreasonable danger will result; and

3. Burning will be done in compliance with air quality standards established in chapter 70.94 RCW and ICC 8.08B.360.

M. Pursuant to WAC 173-425-070, a person may apply for a variance and the Island County Health Services Director, upon review, will approve or disapprove such variance request in accordance with RCW 70.94.181.

N. The review of a burn permit application decision as well as the review of a decision on a variance application under this chapter shall be subject to ICC 8.01.120.

9.10.050 - Unlawful Outdoor Burning.

A. It is unlawful for any person to conduct residential burning or land clearing burning without first obtaining the proper permit pursuant to ICC 9.10.040.E.

B. It is unlawful for any person to conduct agricultural burning, weed abatement fires, firefighting instruction fires, rare and endangered plant regeneration fires, storm and flood debris burning, and Indian ceremonial fires (except on lands within the exterior boundaries of Indian reservations unless provided by intergovernmental agreement) without first obtaining the proper permit from NWCAA, if such a permit is first required.

C. It is unlawful for any person to engage in outdoor burning, even if permitted, in a manner that violates chapter 173-425 WAC or any conditions of this chapter.

D. It is unlawful for any person to cause or allow outdoor burning that causes an emission of smoke or any other air contaminant that is detrimental to the health, safety, or welfare of any person, that causes damage to property or business, or that causes a nuisance.

E. Any person affected by outdoor burning may file a complaint with the permitting agency (either Island County Health Department or NWCAA) or other appropriate law enforcement agency.

F. Any agency responding to an outdoor burning complaint should attempt to determine if the burning on any particular property is unlawful. This may include, but is not limited to, considering whether the burning required a permit, or whether the burning had caused an emission of smoke or any other air contaminant in sufficient quantity to be unlawful.

9.10.060 - Burning Permit Fees.

The fees for burning permits shall be established by resolution of the Board of Island County Commissioners.

9.10.070 - Penalties.

A. Failure to obtain a written burning permit as required by this chapter, failure to comply with any condition of a burning permit once issued, or any other outdoor burning in violation of this chapter shall be a civil infraction. Each day of violation constitutes a separate infraction.

B. A notice of infraction may be issued in accordance with chapter 7.80 RCW if the Island County Health Services Director or his or her designee, or any other Island County enforcement officer, or any other law enforcement officer determines that a person conducted unlawful outdoor burning.

C. Civil infractions issued under this chapter shall be as follows:

1. Violations of land clearing burning shall constitute a class 1 civil infraction, with a fine of two hundred fifty dollars ($250.00).
2. All other violations of this chapter shall constitute a class 2 civil infraction, with a fine of one hundred twenty-five dollars ($125.00).

D. In addition to the above civil infraction penalty amounts, a violator is also required to obtain the required outdoor burn permit for the noted outdoor burning violation and pay the associated permit fees.

E. Other or additional penalties or enforcement provisions may be applied as contained in Chapter 70.94 RCW and chapter 173-425 WAC.

F. A fire district called to respond, to control, or extinguish an illegal or out-of-control fire may charge, and recover from the person responsible for the fire, the cost of its response and control action.

9.10.080 - Limitation of Liability.

This chapter is not intended to create any specific persons to be benefited or protected or any class of persons to be benefited or protected nor to create any reliance relationship between Island County and any persons. This chapter is not intended to create any duty running in favor of any particular persons, but is adopted to promote the general health, safety and welfare of the public at large. The obligation to comply with the provisions of this chapter is upon those who cause or allow outdoor fires and their agents. Acts or omissions to act under this

chapter by Island County, its officials or employees shall not create any liability on the part of Island County, its officials or employees.

9.10.090 - Conflict/Severability.

To the extent that any provision of this chapter conflicts with provisions of the Washington Clean Air Act, chapter 70.94 RCW, or the implementing Department of Ecology Outdoor Burning regulations, chapter 173-425 WAC, those provisions of state statutes and regulations should apply. Should any section, subsection, paragraph, sentence, clause, or phrase of this chapter be found unconstitutional or invalid for any reason, such finding shall not affect the validity of the remaining portion of this chapter.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

ISLAND COUNTY PUBLIC HEALTH

Environmental Health
PO Box 5000
Coupeville, WA 98239
P: 360.679.7350 F: 360.679.7390

DATE: October 5, 2016
TO: Island County Board of Commissioners
FROM: Island County Public Health
Subject: Summary of ICC 9.10 - Outdoor Burning Permit

The following summarizes the Island County Outdoor Burning Permit Code - ICC 9.10, which if approved by ordinance would replace chapter 14.03D.

1. Replace ICC 14.03D with ICC 9.10. The relocation of the Outdoor Burning Permit code to ICC 9.10 would better align the outdoor burning program to the Public Health Department.

2. Repetitive language has been eliminated and sections have been rearranged with the intention of providing a more efficient guidance tool.

3. "Health Services Director" has replaced "Island County Fire Warden". Due to the position of Island County Fire Warden no longer existing; the proposed change reflects how outdoor burn permits are being issued in Island County.

4. An applicability section (ICC 9.10.020) has been incorporated to provide clarification on which types of burning activities fall under the Outdoor Burning Permit code.

5. A Bonfire definition (ICC 9.10.030) and condition section (ICC 9.10.040.I) has been incorporated. The definition, condition section and permitting requirements did not previously exist in ICC 14.03D.

6. A conditions section (ICC 9.10.040.J) for land clearing burning has been incorporated. This section previously did not exist in ICC 14.03D.

7. ICC 9.10.040.N has been added to provide clarity of the Board of Health's role in the Outdoor Burning Permit Program.

8. Penalties consist of either a civil infraction 1 or 2, resulting in an increase of penalty amounts as described in ICC 9.10.070.C (1) and (2).

9. ICC 9.10.070.F has been added. This language was integrated directly from WAC 173-425 to address the ability for fire districts to recover from the person responsible for the fire, the cost of its response and control action.

PUGETSOUND PARTNERSHIP

Interagency Agreement

Agreement Number: 2017-21
Title: Island County LIO – FFY2016 Funding

This agreement is made and entered into pursuant to the Interlocal Cooperation Act, RCW 39.34, by and between the state of Washington, Puget Sound Partnership (PSP), and the below named agency, hereinafter referred to as "**CONTRACTOR.**"

CONTRACTOR INFORMATION	**Project Manager**	
Island County **PO Box 5000** **Coupeville, WA 98239-5000**	**Lori Clark** **L.clark@co.island.wa.us** **(360) 679-7352** **Fiscal: Vanya Brown** **v.brown@co.island.wa.us** **(360) 678-7889**	**UBI: 151000298** **EIN: 193740040** **DUNS:** **Type:**
PSP INFORMATION	**Project Manager**	
PUGET SOUND PARTNERSHIP **326 EAST D STREET** **TACOMA, WA 98421-1801**	**Suzanna Stoike** **Suzanna.stoike@psp.wa.gov** **(360) 701-4604**	

PURPOSE
The purpose of this agreement is to provide financial support for the coordination of the Island County Local Integrating Organization (LIO).

STATEMENT OF WORK
The CONTRACTOR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Exhibit B attached and incorporated herein.

In the event that the CONTRACTOR is a Sub-Recipient (grantee), Exhibit B shall describe the activities of the Sub-Recipient that are eligible for reimbursement under the award or sub-award.

PERIOD OF PERFORMANCE
The period of performance under this agreement will be from the date of execution (_____) through November 30, 2017. **No work shall commence under this agreement until it has been fully executed by both parties.**

COMPENSATION AND PAYMENT
Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **Seventy-five thousand dollars ($75,000).** Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. CONTRACTOR'S compensation for services rendered shall be in accordance with the Budget & Billing Procedures attached as Exhibit C.

In the event that the CONTRACTOR is a Sub-Recipient, the total amount of the award or sub-award for reimbursable activities shall not exceed the above amount, also in accordance with the Budget & Billing Procedures attached as Exhibit C.

FEDERAL FUNDING INFORMATION
This Contract includes federal funding ☒ Yes ☐No
CONTRACTOR is a Sub-Recipient for purposes of this agreement ☒ Yes ☐ No

CFDA #	CFDA Title	Federal Grant Award Number	Federal Grant Award Name	Federal Agency Name

66.123	Puget Sound Action Agenda: Technical Investigations & Implementation Assistance Program	PC-00J90301	Puget Sound Technical Investigations & implementation	Environmental Protection Agency

TERMS AND CONDITIONS

All rights and obligations of the parties to this contract shall be subject to and governed by the Terms and Conditions contained in the following exhibits, herein incorporated by reference. The contents of this Agreement include:

1. This contract cover sheet
2. Exhibit A – General Terms and Conditions
3. Exhibit B – Statement of Work
4. Exhibit C – Budget & Billing Procedures
5. Exhibit D - Lobbying Certification
6. Exhibit E – Sub-Recipient Federal Requirements (only if this is a Sub-Recipient contract)
   - Attachment 1- Federal Assurances Form 424B (Rev 4-2012)
   - Attachment 2- Federal Funding Accountability and Transparency Act Data Collection (FFATA form

ORDER OF PRECEDENCE

In the event of an inconsistency in this agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of Washington Statutes and regulations
2. This Agreement/Contract, including Exhibit A, General Terms and Conditions
3. Exhibit B, Statement of Work and Exhibit C, Budget & Billing Procedures
4. Any other Exhibit or provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This agreement, including referenced exhibits and any other provision, term or material expressly incorporated by reference, represents all the terms and conditions agreed upon by the parties. No other statements or representations, written or oral, shall be deemed a part hereof.

APPROVAL

This agreement shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The agreement may be altered, amended, or waived only by a written amendment executed by both parties.

This agreement is executed by the persons signing below, who warrant they have the authority to execute the agreement.

Island County, Washington

Board of County Commissioners Date

Richard M. Hannold, Chair

Puget Sound Partnership

Jennifer S. Benn Date

Director of Administrative Services

APPROVED AS TO FORM:

/s Jonathan Thompson
Assistant Attorney General

December 5, 2013

EXHIBIT A -

GENERAL TERMS AND CONDITIONS

Title: Island County LIO – FFY2016 Funding

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

A. "AGENCY" means the Puget Sound Partnership (PSP) of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.

B. "AGENT" means the Director, and/or the delegate authorized in writing to act on the Director's behalf.

C. "CONTRACTOR" means that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the CONTRACTOR.

D. "DEBARMENT" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.

E. "EPA" means U.S. Environmental Protection Agency.

F. "SUBCONTRACTOR" means one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

G. "SUB-RECIPIENT" means a non-federal entity that expends Federal subawards received from a pass-through entity to carry out a Federal program and is accountable to AGENCY for the use of the Federal funds provided by subaward. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency. Guidance on distinguishing between a subrecipient and a vendor is provided in Circular A-133 Subpart B §___.210, Subrecipient and vendor Determination. The subrecipient determination is documented on this agreement cover sheet.

2. AMERICANS WITH DISABILITIES ACT (ADA)

If the contract includes federal funding, the CONTRACTOR must comply with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance. The CONTRACTOR may also be required to comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

4. AMENDMENT

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

6. ASSURANCES

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable federal, state and local laws, rules, and regulations as they currently exist or as amended.

7. CONFIDENTIALITY

Confidential information: The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that state and local agencies are subject to chapter 42.56 RCW, the Public Records Act.

Personal Information (one form of confidential information): Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss. CONTRACTOR shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law. Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The CONTRACTOR agrees to indemnify and hold harmless the AGENCY for any damages related to the CONTRACTOR'S unauthorized use of personal information.

8. CREDIT AND ACKNOWLEDGEMENT

Reports, documents, signage, videos, or other media, developed as part of projects funded by EPA funded Agreements shall display both the EPA and Puget Sound Partnership logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement PC-00J90301. 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.

9. DEBARMENT AND SUSPENSION

CONTRACTOR, by signature to this Contract, certifies that CONTRACTOR is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). CONTRACTOR shall comply with applicable federal agency debarment and suspension rules adopted pursuant to Office of Management and Budget guidance at 2 CFR Part 180, such as 2 CFR Part 1532 for the Environmental Protection Agency, which implement Executive Order 12549. CONTRACTOR acknowledges that failing to disclose the information required at 2 CFR 180.335 may result in the delay or negation of this contract, or pursuance of legal remedies, including suspension and debarment.

CONTRACTOR shall not award subcontracts or subawards to persons (individuals or organizations) listed on the Excluded Parties List located at www.sam.gov/. CONTRACTOR agrees to include the above requirements in all subcontracts into which it enters. The CONTRACTOR shall immediately notify AGENCY if, during the term of this Contract, CONTRACTOR becomes debarred. AGENCY may immediately terminate this Contract by providing CONTRACTOR written notice if CONTRACTOR becomes Debarred during the term hereof.

10. DISALLOWED COSTS

CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

11. DISPUTES

In the event that CONTRACTOR is a state agency and a dispute arises under this Agreement, either of the parties may request intervention by the Governor, as provided by chapter 43.17.330 RCW, in which event the Governor's process will control.

In the event that a dispute arises under this Agreement, and the CONTRACTOR is not a state agency, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall

appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties.

The cost of resolution will be borne as allocated by the Dispute Board or the Governor.

12. DUPLICATION OF BILLED COSTS

The CONTRACTOR shall not bill the Agency for services performed under this contract, and the Agency shall not pay the CONTRACTOR if the CONTRACTOR is entitled to payment or has been or will be paid by any other source, including grants, for that service.

13. GOVERNING LAW AND VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought under this Agreement shall be in Superior Court for Thurston County.

14. HOTEL MOTEL FIRE SAFETY ACT

The Hotel and Motel Fire Safety Act of 1990 (Public Law 101-391) establishes a number of fire safety standards which must be met for hotels and motels. Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a if any portion of this contract will be paid with federal funds, CONTRACTOR 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. CONTRACTOR 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.

If necessary, the head of the Federal agency may waive this prohibition in the public interest.

15. INDEPENDENT CAPACITY

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

16. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act 17 U.S.C. § 101, et seq., and shall be owned by the AGENCY. Where federal funding is involved, the awarding federal agency may have a proprietary interest in patent rights to any inventions that are developed by the CONTRACTOR as provided in 35 U.S.C. §§ 200-212 and 37 CFR part 401 and retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

CONTRACTOR acknowledges that in accordance with 40 CFR 30.36 and 31.34, EPA has the rights to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or:
- termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

In the event the materials are not considered "works for hire" under the U.S. Copyright laws CONTRACTOR shall grant AGENCY, and any federal entity which provided federal funds used in this contract, retain a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Material which CONTRACTOR uses to perform the contract but is not created for or paid for by AGENCY is not "work made for hire"; however, CONTRACTOR shall grant the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display, provided that such license shall be limited to the extent which CONTRACTOR has a right to grant such a license to use this material for AGENCY internal purposes at no charge to AGENCY. The CONTRACTOR warrants and represents that CONTRACTOR has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the AGENCY. The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the CONTRACTOR with respect to any material delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the material by the CONTRACTOR.

17. LOBBYING PROHIBITED

a. By signing this contract, CONTRACTOR agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying, 31 U.S.C. § 1352, and 40 CFR Part 30 if applicable. CONTRACTOR shall include the language of this provision in subcontracts that exceed $100,000 of federal funds and require all subcontractors to certify and disclose accordingly.

b. No Federal appropriated funds shall be paid by or on behalf of the CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

c. If this contract includes federal funds exceeding $100,000, CONTRACTOR shall sign a[illegible] submit to AGENCY Exhibit D, Attachment 2, PSP Certification Regarding Lobbying (ba[illegible] on EPA Form 6600-06 (Rev. 06/2008). If CONTRACTOR signed and submitted the PSP Certification Regarding Lobbying form during the procurement process for this contract [illegible] not necessary to resubmit the certification.

d. If CONTRACTOR expends non-federal funds in any amount to lobby as detailed in a., above, CONTRACTOR shall complete and submit to Standard Form LLL (Rev. 4/2012), Disclosure of Lobbying Activity. The form can be found at:
http://www.epa.gov/ogd/AppKit/form/sfllllin_sec.pdf.

18. LOBBYING AND LITIGATION

The chief executive officer of CONTRACTOR 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 recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

19. NONDISCRIMINATION and DISADVANTAGED BUSINESS ENTERPRISES

In accordance with 40 CFR 33.106 and its Appendix A, the CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

20. PAYMENT TO CONSULTANTS

EPA will limit its participation in salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipients' 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 CFR Parts 30 or 31, are not affected by this limitation unless the terms of the contract provide the recipient 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 CFR 30.27(b) or 40 CFR 31.369j), as applicable, for additional information.

As of January 1, 2015, the limit is $608.34 per day $76.04 per hour.

21. PROJECT APPROVAL

The quality, extent and character of any and all work, deliverables and/or services to be performed under this agreement by the CONTRACTOR shall be subject to the review and approval of the AGENCY through the Project Manager or other designated official. In the event that the AGENCY determines, that any work, deliverable, and/or service performed by the CONTRACTOR is unsatisfactory, the AGENCY may withhold reimbursement for the unsatisfactory work performed by the CONTRACTOR or require that the CONTRACTOR remediate their work product to get it to the satisfaction of the AGENCY. The Parties may agree in the Statement of Work to specific approval, acceptance, and/or remediation terms. If the Statement of Work is silent on this topic, the Disputes provision, above, will govern the resolution process.

22. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. CONTRACTOR shall retain such records for a period of six years following the date of final payment.

At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by the AGENCY, personnel duly authorized by the AGENCY, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. If this contract exceeds $100,000 and any portion of the funding source is federal, the federal funding agency, the Comptroller General of the United States, or any duly authorized representatives shall have access to books documents, papers, and records of CONTRACTOR directly pertinent to this contract for purpose of making audits, examination, excerpts and transcriptions (40 CFR 30.48(d)).

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.

23. RECYCLED PAPER

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 CFR 247.

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), Sub-Recipient agrees to use recycled paper and double sided printing for all reports which are prepared as 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.

24. RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

25. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

26. SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the agency for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts.

27. TERMINATION DUE TO FUNDING

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination for Convenience" clause, without the ten-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

28. TERMINATION FOR CAUSE

If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

29. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement upon 30 calendar days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

30. TREATMENT OF ASSETS

a. Title to all property furnished by the AGENCY shall remain in the AGENCY. Title to all property furnished by the CONTRACTOR, for the cost of which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the AGENCY upon delivery of such property by the CONTRACTOR. Title to other property, the cost of which is reimbursable to the CONTRACTOR under this contract, shall pass to and vest in the AGENCY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the AGENCY in whole or in part, whichever first occurs.

b. Any property of the AGENCY furnished to the CONTRACTOR shall, unless otherwise provided herein or approved by the AGENCY, be used only for the performance of this contract.

c. The CONTRACTOR shall be responsible for any loss or damage to property of the AGENCY that results from the negligence of the CONTRACTOR or which results from the failure on the part of the CONTRACTOR to maintain and administer that property in accordance with sound management practices.

d. If any AGENCY property is lost, destroyed or damaged, the CONTRACTOR shall immediately notify the AGENCY and shall take all reasonable steps to protect the property from further damage.

e. The CONTRACTOR shall surrender to the AGENCY all property of the AGENCY prior to settlement upon completion, termination or cancellation of this contract.

f. All reference to the CONTRACTOR under this clause shall also include CONTRACTOR'S employees, agents or SUBCONTRACTORS.

31. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

EXHIBIT B -

STATEMENT OF WORK

Title: Island County LIO – FFY2016 Funding

Task 1: Maintain, Organize, Facilitate and Administer a Local Integrating Organization

The local integrating organization is responsible for organizing and supporting a committee of representative Action Agenda implementation interests. The LIO shall maintain sufficient administration, facilitation, and coordination capacity to support the on-going goals and objectives of a LIO. *Budget $16,940.*

Required for FFY 2016 funding:

Subtask 1.01 Maintain a local point of contact for the local integrating organization.

Subtask 1.02 Serve as an agent for local engagement and coordination in the LIO

Subtask 1.03 Arrange LIO meetings, prepare agendas and facilitate meetings.

Subtask 1.04 Develop and distribute summary minutes and materials to committees and the Partnership.

Subtask 1.05 Submit updated name, organizational affiliation, contact information (email), and role (which committee(s)) of each LIO member to the Partnership.

Subtask 1.06 Maintain publicly-available information on the LIO, including notice of meetings and/or opportunities for content review. Maintain LIO information on a public website.

Subtask 1.07 Participate in regional meetings and trainings, including:

- Direct engagement in EPA convened meetings with LIO Coordinators and LIO policy bodies. Up to two 3 hour in-person (Seattle) or web meetings
- Participating in a minimum of four in-person LIO Coordination meetings
- Participating in a minimum of four two-hour conference calls or web meetings
- Participating in a minimum of two trainings or workshops organized or supported by the Partnership (one workshop likely to be on climate change adaptation, another on regional priorities)

Subtask 1.08 Assist LIO in the process to nominate the LIO's Ecosystem Coordination Board (ECB) representative and alternate ECB representative. Provide letter to ECB with nomination.

Task 2: Action Agenda Coordination – Near Term Action Funding, Implementation, and Development

Local integrating organizations serve an important role in coordinating local implementation o[illegible]orities identified in the Action Agenda and are an essential element in the National Estuary Program (NEP) funding model. Work under this task will be based upon local near-term actions in the 2016 and 2018 Action Agendas and approaches identified in the Island LIO's Ecosystem Recovery Plan. Budget $39,455.

Required for FFY 2016 funding:

Subtask 2.01 Coordinate and catalyze implementation of near-term actions identified in the 2016 Action Agenda. Assist near-term action owners in identification of funding opportunities.

Subtask 2.02 Assist in informing 2018 regional NTA solicitation development with the Region. Participate in regional after action review, as appropriate, and regional priority setting workshop and review. Engage in coordination meetings with the Partnership and Strategic Initiative Leads on regional solicitation development and incorporation of local priorities.

Subtask 2.03 Using regional solicitation, begin support for NTA solicitation process for the 2018 Action Agenda.

Subtask 2.04 Coordinate a process to identify LIO Near Term Actions (NTAs) for direct funding from the Strategic Initiative Leads. Communicate LIO priority NTAs to Strategic Initiative Leads and the Partnership. Where applicable, this will also include consideration of the "adopted by reference" salmon recovery projects approved by the Salmon Recovery Funding Board that are still active.

Task 3: Performance Management

The LIO shall report on progress toward sub-tasks and deliverables through a quarterly progress report provided to the Partnership approximately two weeks after the end of each quarter (January 13, April 14, July 14, and October 13). These reports will be used for the Financial Ecosystem Assessment Tracking system (FEATs), NEPORT, and other reporting needs. Near-term action status reports and annual financial reports in this task are closely linked with Task 2 regarding identifying and addressing barriers to Action Agenda implementation. *Budget $5,405.*

Required for FFY 2016 funding:

Subtask 3.01 Send progress reports, billing summary by task, and proof of expenditure for grant activities to the Partnership on a quarterly basis using the Partnership – provided reporting formats *(i.e. the "Paypack" document and progress report template).*

Subtask 3.02 Track implementation and status of local near-term actions and performance measures on a 6-month basis for 2016 NTAs. Note NTA owner is responsible for providing this information.

Subtask 3.03 Track financial data on an annual basis in the Partnership reporting for[illegible]t, including estimated costs and budgeted (available) amount and expen[illegible]res for each local near-term action. Note NTA owner is responsible for pr[illegible]ing this information.

Subtask 3.04 Distribute Progress Report to LIO committee(s) at least quarterly.

Task 4: Support revisions, updates, and adaptive management of the LIO's Ecosystem Recovery Plan

The LIO shall communicate and manage revisions to the Ecosystem Recovery in collaboration with the local partners. Specific needs within or in addition to these sub-tasks should be tailored to the LIO in consideration of available resources. *Budget $13,200.*

Required for FFY 2016 funding:

Subtask 4.01 Provide one summary presentation (estimated at 1 hour) on the LIO's Ecosystem Recovery Plan to regional Puget Sound partners (which may include representatives from the Partnership's Management Conference, the Strategic Initiative Leads, Strategic Initiative Advisory Teams, etc.)

Subtask 4.02 Complete final draft vetting with appropriate LIO technical and policy bodies to finalize the LIO's Ecosystem Recovery Plan. Submit final plan to the Partnership.

Subtask 4.03 Maintain and update the LIO's Ecosystem Recovery Plan in Miradi files, providing goal, strategy, results chains, or other updates as the LIO requires. As new Implementation Strategies are developed, consider how Implementation Strategy information can be used to adaptively manage the LIO Ecosystem Recovery Plan and be considered for future NTA development.
Note: LIO Ecosystem Recovery Plan content will be shared with regional partners, including SI Leads, and will be used to inform the 2018 Action Agenda and Implementation Strategies.

Subtask 4.04 Identify barriers and opportunities to implementation of approaches and actions identified in the LIO Ecosystem Recovery Plan and 2-year Implementation Plan. Share relevant information with the Partnership and regional partners as appropriate.

Schedule and Deliverables

The following table translates the tasks identified previously into the deliverables and timeline for which the Fiscal Agent will be responsible for from October 2016 – November 2017. Summaries of progress towards tasks are to be included in quarterly progress reports, and deliverables are to be provided to the Partnership within two weeks of the end of each reporting period in which they were completed, as noted in the table, but no later than January 13, April 14, July 14, and October 13, 2017.

Table 1: Summary of LIO Coordination Grant Scope of Work Deliverables and Budget for October 2016 – November 2017.

DRAFT Deliverables	Reporting Period FFY 2016 Funding				
	Oct – Dec 2016	Jan – Mar 2017	Apr – Jun 2017	Jul – Sep 2017	Oct- Nov 2017
DRAFT Task 1: Maintain, Organize, Facilitate and Administer a Local Integrating Organization - *$16,940*					
Subtask 1.03 Provide LIO meeting agendas to PSP in advance of LIO meetings.	X	X	X	X	X
Subtask 1.04 Develop and distribute summary minutes and materials to committees and PSP.	X	X	X	X	
Subtask 1.05 Submit updated name and organizational affiliation of each LIO member to PSP.	X	X	X	X	
Subtask 1.06 Submit screen shots of the LIOs publically-available website to PSP and describe updates to the website in quarterly progress reports.	X	X	X	X	
Subtask 1.07 Provide to PSP agendas from meetings and trainings attended.	X	X	X	X	
Subtask 1.08 Provide letter to PSP regarding ECB nomination.			X		
DRAFT Task 2: Action Agenda Coordination – Near Term Action Funding, Implementation, and Development - *$39,455*					
Subtask 2.01 Document NTA coordination in quarterly progress reports submitted to PSP.	X	X	X	X	
Subtask 2.02 Provide to PSP agendas from meetings attended regarding regional solicitation	X	X	X		
Subtask 2.03 NTA solicitation process submitted to PSP			X		
Subtask 2.04 Document process to identify LIO priority NTAs for direct funding. Provide PSP list of selected priority NTA(s) for direct funding.	X	X		X	
DRAFT Task 3: Performance Management - *$5,405*					

Subtask 3.01 Send Progress Reports and Billing Summaries by task and proof of expenditure for these activities to the PSP on a quarterly basis in the PSP reporting format. Quarterly progress reports will describe progress on each of the sub-tasks in this Scope of Work.	X	X	X	X	
Subtask 3.02 As needed, support PSP in collecting implementation and status of 2016 NTAs from NTA owners every 6 months.			X		X
Subtask 3.04 As needed, support PSP in collecting financial information for 2016 NTAs owners annually.				X	
Task 4: Adaptive Management of Ecosystem Recovery Plan - *$13,200*					
Subtask 4.01 Provide to PSP a copy of presentation(s) to regional partners	X	TBD			
Subtask 4.02 Submit to PSP final LIO Ecosystem Recovery Plan.			X		
Subtask 4.03 Notify PSP of any changes to Miradi files, keeping them up to date.	X	X	X	X	X
Subtask 4.04 Provide PSP with copies of agendas or other activities conducted under this subtask.	X	X	X	X	X
Total Budget	***$ 75,000***				

PROGRAM SPECIFIC REQUIREMENTS/NARRATIVE

Staffing Requirements: The PSP Executive Director or designee must approve project personnel changes.

.

EXHIBIT C -

Budget & Billing Procedures

Title: Island County LIO – FFY2016 Funding

ISLAND LIO - FFY2016 Funding - #2017-21											
FFY2016 LIO COORDINATION GRANT		TASK 1		TASK 2		TASK 3		TASK 4		TOTAL	
		Maintain, Organize, Facilitate and Administer a LIO		Action Agenda Coordination		Performance Management		Support adaptive management of Ecosystem Recovery Plan			
BUDGET CATEGORY	Hourly Rate	# of Hours	COST	# of Hours	COST	# of Hours	COST	# of Hours	COST	# of Hours	COST
SALARY COSTS			$ -								
LIO Coordinator	$30.13	300.0	$ 9,039	720.0	$ 21,694	100.0	$ 3,013	242.0	$ 7,291	1362.0	$ 41,037
TOTAL SALARY			$ 9,039		$ 21,694		$ 3,013		$ 7,291		$ 41,037
FRINGE BENEFITS											
LIO Coordinator	56.0%		$ 5,062		$ 12,149		$ 1,687		$ 4,083		$ 22,981
TOTAL BENEFITS			$ 5,062		$ 12,149		$ 1,687		$ 4,083		$ 22,981
TRAVEL EXPENSES											
4 Coordinator meetings: 100 miles RT x .54 + $50 ferry + 2 EPA meetings: 100 miles RT x .54 + $50 ferry			$ 374		$ -		$ -		$ -		$ 374
4 meetings: 100 miles RT x .54 + $50 ferry			$ -		$ 266		$ -		$ -		$ 266
1 meeting: 100 miles RT x .54 + $50 ferry			$ -		$ -		$ -		$ 104		$ 104
TOTAL TRAVEL			$ 374		$ 266		$ -		$ 104		$ 744
SUPPLIES											
General office supplies			$ 205		$ -		$ -		$ -		$ 205
TOTAL SUPPLIES			$ 205		$ -		$ -		$ -		$ 205
OTHER DIRECT COSTS											
WebEx meeting costs			$ 50		$ -		$ -		$ -		$ 50
Photocopying costs			$ -		$ 200		$ -				$ 200
TOTAL OTHER DIRECT COSTS			$ 50		$ 200		$ -		$ -		$ 250
TOTAL DIRECT COSTS			$ 14,730		$ 34,309		$ 4,700		$ 11,478		$ 65,217
INDIRECT COSTS											
15% of all direct cost			$ 2,210		$ 5,146		$ 705		$ 1,722		$ 9,783
TOTAL COSTS			$ 16,940		$ 39,455		$ 5,405		$ 13,200		$ 75,000

BILLING PROCEDURES

The AGENCY shall reimburse the CONTRACTOR upon review and approval of work performed under the scope of this agreement and receipt of properly completed reimbursement requests.

THE AGENCY will pay for work and expenses that occurred within the period of performance. The AGENCY reserves the right to withhold 10% of the payment under each reimbursement request until satisfactory completion of the project.

Payment may be withheld if required work, services, progress reports and/or deliverables are not submitted to the satisfaction of the AGENCY.

The AGENCY may terminate the agreement or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to comply with any term or condition of this contract.

The AGENCY will pay indirect costs as approved in the budget. The CONTRACTOR may be required to submit a copy of their current federally approved indirect cost rate.

The CONTRACTOR shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the AGENCY as reimbursable. Such expenses may include airfare (economy or coach class only), other transportation expenses, lodging and subsistence necessary during periods of required travel at the current state reimbursement rates (http://www.ofm.wa.gov/resources/travel.asp).

If the CONTRACTOR expends more than the amount of the AGENCY funding in this agreement in anticipation of receiving additional funds from the AGENCY, it does so at its own risk. The AGENCY is not legally obligated to reimburse the CONTRACTOR for costs incurred in excess of the AGENCY's approved budget.

The CONTRACTOR shall submit at least a quarterly invoice voucher or equivalent document to the AGENCY. Payment for approved goods and/or services will be made by check, warrant or electronic fund transfer (EFT) within 30 days of receipt of the invoice. Invoices shall be paid within 30 days after this agreement expires. The CONTRACTOR must submit invoices for all work done within a fiscal year 30 days after the end of the fiscal year.

BILLING DETAIL

Each invoice voucher or equivalent document submitted to the AGENCY by the CONTRACTOR must include all necessary information for the AGENCY to verify all expenditures. At a minimum, the CONTRACTOR shall specify the following:

1. The PSP contract/agreement number.
2. The time-period during which the services were performed.
3. A description of purchases, work and services performed.
4. Total invoice amount.
5. Expenditure detail based on the approved budget. Supporting documentation must include the same level of detail as the approved budget, such as:
    a. Task Number
    b. Budget category (personnel, goods/services, subcontractors)
    c. Number of hours billed, if applicable and
    d. Hourly rate, if applicable.
6. A receipt must accompany any single expense in the amount of $50.00 or more.
7. If match is required:
    a. match requirement met during the billing period, and
    b. cumulative match requirement met
8. A progress report describing the deliverables completed during the reimbursement request period.

The AGENCY shall not process payments if the CONTRACTOR fails to submit the required documentation.

Submit reimbursement requests to:
Puget Sound Partnership
Fiscal Unit
326 East D Street
Tacoma, WA 98421-1801

Requests may be submitted electronically to pspfiscal@psp.wa.gov

Payment shall be considered timely if made by the AGENCY within thirty (30) calendar days after receipt of properly completed reimbursement request.

PUGETSOUND PARTNERSHIP

Exhibit D

PSP Agreement #2017-21

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Typed Name & Title of Authorized Representative

_____

Signature and Date of Authorized Representative

PSP form (rev 8/2013) based on EPA form 5500-06 (Rev. 06/2008) Previous editions are obsole

EXHIBIT E

Puget Sound Partnership

SUB-RECIPIENT FEDERAL REQUIREMENTS

Title: Island County LIO – FFY2016 Funding

1. INTRODUCTION

This Exhibit E contains provisions that are not listed on OMB Standard Form 424B (Rev 4-2012). These provisions apply only to Sub-recipients.

2. AUDIT REQUIREMENTS

Sub-recipient CONTRACTOR shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the CONTRACTOR 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 CONTRACTOR shall forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to AGENCY 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/

3. COST PRINCIPLES/INDIRECT COSTS FOR STATE AGENCIES

If an EPA award is received before December 26, 2014 and no funding is added on or after December 26, 2014, the recipient agrees to comply with the cost principles of the below listed federal regulations, to the extent they apply to the sponsor.

- 2 CFR 225 (A-87) for State, Local, and Indian Tribal Governments
- 2 CFR 220 (A-21) for Educational Institutions
- 2 CFR Part 230 (A-122) for Non-Profit Organizations

If an EPA award is received on or after December 26, 2014, the recipient will comply with the Cost Principles: 2 CFR 200, Subpart E

If an EPA award is received prior to December 26, 2014, and supplemental or incremental funding is added to the award on or after December 26, 2014, the recipient will comply with the Cost Principles: 2 CFR 200 Subpart E.

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.

4. CIVIL RIGHTS OBLIGATIONS

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on Standard Form 424B. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes a[illegible] implementing EPA regulations.

5. CYBERSECURITY CONDITION

The subrecipient(s) must comply with the recipient's requirements (section (b) (1) – EP[illegible] must ensure that any connections between the recipient' network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure) if the subrecipients network or information system is connected to EPA networks to transfer data to

the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

6. NON DISCRIMINATION AND DISADVANTAGED, MBE, WBE BUSINESS ENTERPRISES ADDITIONAL REQUIREMENTS

CONTRACTOR agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement, contained in 40 CFR, Part 33. CONTRACTOR shall include the following provision in all subcontracts involving use of federal funds:

In accordance with 40 CFR 33.106 and its Appendix A, the CONTRACTOR shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor administration shall carry out applicable requirements of 40 CFR part 33 in the award of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

7. DRUG FREE WORKPLACE

CONTRACTOR (Sub-Recipient) shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal award and keep this information on file during the performance of the award.

CONTRACTORS who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipient can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: http://ecfr.gpoaccess.gov.

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

a. In order to comply with the FFATA, the Sub-Recipient shall complete the FFATA Data Collection Form (FFATA Data Collection Form, Exhibit E, Attachment 2) and return it to the AGENCY. The AGENCY will report basic agreement information, including the required DUNS number, for all federally-funded agreements at www.fsrs.gov. This information will be made available to the public at www.usaspending.gov. Sub-Recipients who do not have a DUNS number can find guidance at www.grants.gov. Please note that AGENCY will not pay any invoices until it has received the completed FFATA Data Collection Form.

b. To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you [illegible] receive a DUNS® number free of charge by contacting Dun and Bradstreet at www.dnb.com.

c. Any sub-recipient that meets each of the below criteria must also report compensation for its five top executives, using AGENCY's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form if the sub-recipient meets the following criteria:

- Receives more than $25,000 in federal funds under this award.

- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.
- The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(A) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d) or section 6104 of the Internal Revenue Code of 1986.

See www.fsrs.gov for details of this requirement. If your organization falls into this above category, you must report the required information to AGENCY.

9. LEP (Limited English Proficiency) Title VI

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 Sub-recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "*Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.*" The guidance can be found at **http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pd**.

In accepting this contract, 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/PSP that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations. For example, if CONTRACTOR's responsibilities under this contract include gathering public input on an environmental issue, CONTRACTOR's communication with the public should attempt to minimize barriers that interfere with the ability of LEP persons to meaningfully participate.

10. 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 CONTRACT. 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.

11. 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 Project Monitor prior to releasing any final reports or products resulting from the funded study.

12. REIMBURSEMENT LIMITATION

If CONTRACTOR expends more than the amount of the Environmental Protection Agency (EPA) funding in this agreement in anticipation of receiving additional funds from EPA, it does

so at its own risk. EPA is not legally obligated to reimburse PSP, nor its sub-recipients, for costs incurred in excess of the EPA approved budget.

13. SEMI-ANNUAL AND ANNUAL PERFORMANCE REPORTS

The Sub-recipient shall submit performance reports during the life of the project, as specified in the statement of work or work plan developed under this contract.

In addition to the periodic performance reports, the recipient shall submit a final performance report, which is due 90 calendar days after the expiration or termination of the award, or as specified in the work plan or statement of work. The report shall be submitted to the PSP Project Officer and may be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period. After completion of the project, the PSP Project Officer may waive the requirement for a final performance report if the PSP Project Officer deems such a report is inappropriate or unnecessary.

14. SIX GOOD FAITH EFFORTS, 40 CFR, PART 33, SUBPART C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, service and supplies under an EPA financial assistance agreement, and to require that subrecipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting whenever they are potential sources.
b) 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 b 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.
c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraph (a) through (e) of this section.

15. SUB-AWARDS

If CONTRACTOR (Sub-Recipient) makes sub-awards under this contract, CONTRACTOR is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. CONTRACTOR agrees to:

a. Establish all sub-award agreements in writing;
b. Maintain primary responsibility for ensuring successful completion of the approved project (Sub-Recipient cannot delegate or transfer this responsibility to a sub-awardee);

c. Ensure that any sub-awards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the sub-awardee;
d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
f. Obtain AGENCY's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
g. Obtain approval from AGENCY for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

16. TRAFFICKING IN PERSONS AND TRAFFICKING VICTIM PROTECTION ACT OF 2000 (TVPA) AS AMENDED IN 22 U.S.C. 7104(g)

This provision applies only to a Sub-Recipient, and all sub-awardees of Sub-Recipient, if any. See page one (1) of this contract for determination of whether CONTRACTOR is a sub-recipient. Sub-Recipient 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, and all sub-awardees of Sub-Recipient must inform AGENCY 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.

OMB Approval No. 0348-0040

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM=s Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination of the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Standard Form 424B (Rev 4-2012)

Prescribed by OMB Circular A-102

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally-assisted construction subagreement. 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more. 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).		12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) Related to protecting components or potential components of the national wild and scenic rivers system. 13. Will assist the awarding agency in assuring compliance will Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.). 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance. 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) Pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures. 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, AAudits of States, Local Governments, and Non-Profit Organizations.@ 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Standard Form 424B (Rev 4-2012) Back

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

PUGETSOUND PARTNERSHIP

424B (Rev 4-2012) Federal Funding Accountability and Transparency Act Data Collection Form

This award is supported by Federal Funds that require compliance with the Federal Funding Accountability and Transparency Act. The purpose of the Transparency Act is to make information available online so the public can see how Federal Funds are spent. To comply with the act and be eligible to receive this award, your organization must have a Data Universal Numbering System (DUNS®) number. If you do not already have one, you may receive a DUNS ® number free of charge by contacting Dun and Bradstreet at www.dnb.com. The Puget Sound Partnership (PSP) also encourages registration with the System for Award Management (SAM) to reduce data entry by both PSP and your organization. You may register with SAM Free of Charge at www.sam.gov. Information about your organization and this grant will be reported by PSP to the Federal government as required by P.L 109-282. This information will then be made available to the public by the Federal Government on www.USASpending.gov.

Subrecipient

Legal Name	Duns Number
Principle Place of Performance	
3a. City	3b. State
3c. Zip +4	3d. Country

Are you registered in SAM? ☐ Yes ☐ No	If yes, skip to signature block. Sign, Date & Return
In the preceding fiscal year, did your organization:	
Receive 80% or more of annual gross revenue from Federal contracts, subcontracts, grants, loans, subgrants, loans and/or cooperative agreements, AND	
$25,000 or more in annual gross revenues from Federal contracts, subcontracts, grants, loans, subgrants, loans and/or cooperative agreements, AND	
Receives more than $25,000,000 in annual federal funds.	
The public does not have access to this information about the compensation of the senior executives of your organization through periodic reports filed under section 13(A) or 15(d) of the Securities and Exchange Act of 1934 (15 U.S.C. 78m(a), 78(d) or section 6104 of the Internal Revenue Code of 1986.	
☐ No – skip to signature block. Sign, Date, & Return	
Yes – you must report the names and total compensation of the top 5 highly compensated officials of your organization	

Name of Official	Total Compensation
1.	$ Annually
2.	$ Annually
3.	$ Annually
4.	$ Annually
5.	$ Annually

NOTE: Total compensation for the purposes of this requirement generally means the cash and [illegible]n-cash value earned by the executive during the past fiscal year and includes salary and bonus; [illegible]rds of stock; stock options and stock appreciation rights; and other compensation such as severan[illegible] and termination payments, and value of life insurance paid on behalf of the employee, and as other[illegible]e provided by FFATA and applicable OMB guidance.

By signing this document, the Authorized Representative attests to this information

Signature of Authorized Representative Date	Printed Name of Authorized Representative

Washington Department of FISH and WILDLIFE

GRANT AMENDMENT

TITLE: Initiatives to Reduce Armor in Island County

CONTRACTOR: Island County

AMENDMENT EFFECTIVE DATE:
September 20, 2016

WDFW NUMBER: 14-02085

AMENDMENT NUMBER: 1

AMENDMENT VALUE: $0

CONTRACT END DATE:
November 30, 2016

The above-referenced Grant between the State of Washington, Department of Fish and Wildlife (WDFW); and Island County is hereby amended as follows:

AMEND Agreement Section – D | Period of Performance

The Grant is extended from September 30, 2016 to **November 30, 2016.**

This extension will allow the COUNTY additional time to provide permit fee subsidies under Task 4 in the Statement of Work.

AMEND Agreement Section – I | Contract Representatives

For COUNTY: **UPDATES** Lori Clark's address to: Post Office Box 5000, Coupeville, WA 98239.

For WDFW: **REPLACE** Patricia Jatzcak with Margaret McKeown 360-902-8125 | margaret.mckeown@dfw.wa.gov.

AMEND Attachment D | Statement of Work

Tasks and Deliverables included under the original Agreement are modified as follows:

Task 1: ***Project Plan and Performance Evaluation***

Number	Deliverable	Budget	Completion date(s)
1.2c	Report on results of post-social marketing campaign surveys	$10,318 Total for 1.2	~~August 31, 2016~~ November 15, 2016

Task 2: ***Progress and Final Reports***

Number	Deliverable	Budget	Completion date
2.2	Draft final FEATS report and project narrative report	$13,541 total for Task 2	~~August 31, 2016~~ November 30, 2016
2.3	Final project report describing whole project and lessons learned		~~August 31, 2016~~ November 30, 2016

Task 3: ***Project Management***

Number	Deliverable	Budget	Completion date(s)
3.1a **3.1b** **3.1c** **3.1d** **3.1e** **3.1f**	Quarterly project management reports	$7,539	April 15, 2015 July 15, 2015 October 15, 2015 January 15, 2015 April 15, 2016 ~~August 31, 2016~~ November 15, 2016

Task 4: ***Permitting Incentive for Soft Shore Alternatives***

Number	Deliverable	Budget	Completion date(s)
4.1a	Quarterly reports on development of streamlined permitting process, permit fee subsidies provided to landowners, and engineering services provided to landowners and county permitting staff	$141,503	April 15, 2015
4.1b			July 15, 2015
4.1c			October 15, 2015
4.1d			January 15, 2015
4.1e			April 15, 2016
4.1f			~~August 31, 2016~~ November 15, 2016

GRANT AWARD. No new funds awarded under this Amendment resulting in the Grant award remaining the same at $290,399.00.

All other terms and conditions of this Grant remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

ISLAND COUNTY, WASHINGTON
Board of County Commissioners
Island County, Washington

SIGNATURE AND DATE

PRINTED NAME AND TITLE

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

SIGNATURE AND DATE

PRINTED NAME AND TITLE