

2016

ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE OCTOBER

REGULAR WORK SESSION 3rd WEDNESDAY, OCTOBER 19, 2016

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

NOON BREAK

1:00 p.m. Health Department/Department of Natural Resources
1:15 p.m. Auditor
1:30 p.m. Commissioners Office

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

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

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

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

BOCC:pd

cc: Elected Officials
Appointed Department Heads
Press



**ISLAND COUNTY PUBLIC WORKS
COMMISSIONERS AGENDA
~ WORK SESSION ~
Commissioners' Hearing Room
October 19, 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. Emergency Management

- A. Subject/Description:** Washington State Hazard Mitigation Grant Program Application and Grant
Attachment: Memorandum; Resolution
Action requested: Discussion and Board Approval
Follow up: To be determined

II. Roads

- A. Subject/Description:** Surplus of 2001 Sterling Cab & Chassis #450
Attachment: Memorandum; Resolution
Action requested: Discussion and Board Approval
Follow up: To be determined
- B. Subject/Description:** Surplus of 1987 Caterpillar D3B #603
Attachment: Memorandum; Resolution
Action requested: Discussion and Board Approval
Follow up: To be determined

III. Solid Waste

- A. Subject/Description:** PACE Engineers, Inc. Consultant Supplement No. 3
Attachment: Memorandum; Agreement
Action requested: Discussion and Board Approval
Follow up: To be determined

IV. Surface Water

- A. Subject/Description:** **Lincoln Street to Dassel Street Drainage Improvements**
Attachment: Memorandum;
Action requested: Discussion and Board Approval
Follow up: To be determined

- . Subject/Description:** **Clean Water Utility Annual Report**
Attachment: None / PPT at Session
Action requested: / None
Follow up: To be determined

I. Emergency Management
A. Washington State Hazard Mitigation Grant
Program Application and Grant.



**ISLAND COUNTY DEPARTMENT
OF EMERGENCY MANAGEMENT**

P.O. BOX 5000, COUPEVILLE, WA 98239

Phone: (360) 679-7370

Fax: (360) 679-7376

Eric Brooks, Deputy Director DEM

MEMORANDUM

October 4, 2016

TO: Board of County Commissioners – Island County

FROM: Eric Brooks – Deputy Director DEM

RE: **Resolution Designating Applicant Agent For Washington State Hazard Mitigation Grant Program Application and Grant**

The Island County Department of Emergency Management (DEM) will be presenting to the Board of County Commissioners (BOCC), at its October 19, 2016 Work Session, a Resolution Designating the Island County Department of Emergency Management as Applicant Agent for the state of Washington Hazard Mitigation Grant Program Applications and Grants.

The resolution authorizes DEM to execute for and on behalf of Island County, WA, a local government entity, applications, grant agreements, and payment requests to be filed with the Military Department, Emergency Management Division, for the purpose of obtaining and administering certain state and federal financial assistance under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Act of 1988, P.L. 93-288, as amended.

Eric Brooks
Deputy Director, DEM

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY WASHINGTON**

IN THE MATTER OF AUTHORIZING THE PUBLIC)	
WORKS DIRECTOR OR HIS DESIGNEEE)	
OF THE ISLAND COUNTY DEPARTMENT OF)	
EMERGENCY MANAGEMENT TO SUBMIT)	RESOLUTION C- -16
FORMAL APPLICATIONS TO WASHINGTON)	R- -16
MILITARY DEPARTMENT, EMERGENCY)	
MANAGEMENT DIVISON FOR OBTAINING)	
CERTAIN STATE & FEDERAL FINANCIAL)	
ASSISTANCE)	

WHEREAS, this is a resolution authorizing the submittal of application(s) for grant funding assistance from the Military Department, Emergency Management Division of the State of Washington; and

WHEREAS, the submittal of said applications will be for the purposes of obtaining and administering certain state and federal financial assistance under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Act of 1988, P.L. 93-288, as amended; and

WHEREAS, the grant application, grant agreement, any payment requests will be filed with the Military Department, Emergency Management Division of the State of Washington; and

WHEREAS, the Board of Island County Commissioners considers it in the best public interest to submit applications to the state of Washington Hazard Mitigation Grant Program ; **NOW THEREFORE**,

BE IT HEREBY RESOLVED that:

1. The Public Works Director, Island County Department of Emergency Management, or his designee, is authorized to make formal applications to the state of Washington Hazard Mitigation Grant Program for grant assistance.
2. Island County, Washington hereby authorizes its agent to provide to the Washington Military Department, Emergency Management Division assurances and agreements required for all matters concerning such state disaster mitigation.
3. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced the grant application(s).
4. This authorizing resolution becomes part of a formal grant application to the Washington Military Department, Emergency Management Division for grant assistance.

ADOPTED this _____ day of _____, 2016

**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



II Roads

A. Surplus of 2001 Sterling Cab and Chassis
#450

**ISLAND COUNTY PUBLIC WORKS
ROADS DIVISION**

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

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

MEMORANDUM

October 6, 2016

TO: Board of Island County Commissioners
FROM: Matt Nienhuis x7964
RE: Surplus of 2001 Sterling Cab & Chassis

Island County Public Works is requesting approval to surplus personal property; a 2001 Sterling Cab & Chassis #450, which has lost its economic value and is no longer needed for use.

The surplus resolution will be presented for signature at the October 25th Board of Island County Commissioners meeting.

/me

Attached: Surplus Resolution

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF THE SURPLUS OF)
COUNTY PROPERTY: 2001 STERLING) RESOLUTION C- -16
CAB & CHASSIS #450) R- -16

WHEREAS, Island County has certain personal property, a 2001 Sterling Cab & Chassis #450, VIN 2FZMAZAS41AH96203, which has lost its economic value/utility and is no longer needed for public use; and

WHEREAS, pursuant to Island County Code sections 2.31.080, 2.31.100(A)(2), and 2.31.130(B) the Board of County Commissioners may declare such property surplus and direct its disposal; and

WHEREAS, it is in the best interest of the County and the citizens thereof that said item be sold or disposed of; NOW THEREFORE,

BE IT HEREBY RESOLVED that the item noted herein shall be sold or disposed of in accordance with Island County Code sections 2.31.080, 2.31.100(A)(2), and 2.31.130(B).

DATED this _____ day of _____, 2016.

BOARD OF COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Richard M. Hannold, Chair

Jill Johnson, Member

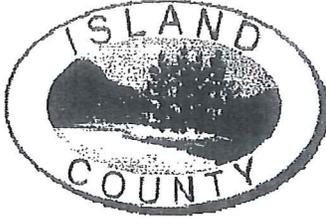
Helen Price Johnson, Member

ATTEST:

Debbie Thompson, Clerk of the Board

II. Roads

B. Surplus of 1987 Caterpillar D3B #603



**ISLAND COUNTY PUBLIC WORKS
ROADS DIVISION**

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

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

MEMORANDUM

September 23, 2016

TO: Board of Island County Commissioners

FROM: Matt Nienhuis x7964

RE: Surplus of 1987 Caterpillar D3B

Island County Public Works is requesting approval to surplus personal property; a 1987 Caterpillar D3B #603, which has lost its economic value and is no longer needed for use.

The surplus resolution will be presented for signature at the October 25th Board of Island County Commissioners meeting.

/me
Attached: Surplus Resolution

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF THE SURPLUS OF)	RESOLUTION	C- -16
COUNTY PROPERTY: 1987 CATERPILLAR)		R- -16
D3B #603)		

WHEREAS, Island County has certain personal property, a 1987 Caterpillar D3B #603, VIN 27Y4808, which has lost its economic value/utility and is no longer needed for public use; and

WHEREAS, pursuant to Island County Code sections 2.31.080, 2.31.100(A)(2), and 2.31.130(B) the Board of County Commissioners may declare such property surplus and direct its disposal; and

WHEREAS, it is in the best interest of the County and the citizens thereof that said item be sold or disposed of; NOW THEREFORE,

BE IT HEREBY RESOLVED that the item noted herein shall be sold or disposed of in accordance with Island County Code sections 2.31.080, 2.31.100(A)(2), and 2.31.130(B).

DATED this _____ day of _____, 2016.

BOARD OF COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Richard M. Hannold, Chair

Jill Johnson, Member

Helen Price Johnson, Member

ATTEST:

Debbie Thompson, Clerk of the Board



III. Solid Waste
A. PACE Engineers, Inc. Consultant
Supplement No. 3

ISLAND COUNTY PUBLIC WORKS

SOLID WASTE DIVISION

P.O. BOX 5000, COUPEVILLE, WA 98239

(360) 679-7338

William E. Oakes, P.E., Public Works Director; Steve Marx, Assistant Director; Joantha Guthrie, MPA, Solid Waste Manager

MEMORANDUM

TO: Board of Island County Commissioners

FROM: Joantha Guthrie, Solid Waste Manager

DATE: October 10, 2016

RE: PACE Engineers, Inc. Consultant Agreement Supplement No. 3

The Septage Treatment Plant Upgrade Project was not able to be constructed this year due to a tight construction window that wasn't able to be met. The project's construction has been planned for 2017.

PACE Engineers will provide consultant services during the construction phase of the project. Therefore, this Supplement No. 3 to the Consultant Agreement extends the Completion Date to December 31, 2017 to cover the time needed to complete all aspects of the construction phase of services.

**SUPPLEMENTAL AGREEMENT NO. 3
PACE ENGINEERS, INC. CONSULTANT CONTRACT
CONSULTANT AGREEMENT NO. PW-1520-069**

This Supplement Agreement No. 3 amends the CONSULTANT AGREEMENT, dated June 9, 2015, entered into between Island County, Washington, hereinafter referred to as "AGENCY", and PACE Engineers, Inc., hereinafter referred to as "CONSULTANT." All provisions in the basic Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement, as earlier amended, remain in effect except as expressly modified by this supplement.

This Supplement is the third supplement to the original contract.

The change to the AGREEMENT is described as follows:

COMPLETION DATE is changed to December 31, 2017

In witness whereof, AGENCY and CONSULTANT have executed this Supplemental Agreement No. 3 and agree to the changes as stated above.

Dated this _____ day of _____, 2016.

APPROVED:

PACE Engineers, Inc.

Board of County Commissioners
Island County, Washington

By: _____
Robin Nelson, Principal-in-Charge

By: _____
Richard M. Hannold, Chair

IV. Surface Water
A. Lincoln Street to Dassel Street
Drainage Improvements



**ISLAND COUNTY PUBLIC WORKS
ROADS 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

M E M O R A N D U M

October 19, 2016

TO: Board of Island County Commissioners

FROM: Kyle Carlson,
Surface Water Engineer
Island County Public Works

RE: Lincoln Street to Dassel Street Drainage Improvements
JL 00987-0001 CDP 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 a drainage system on the southern ends of Lincoln St and Dassel St on the southern end of Whidbey Island. The purpose of this system is to help alleviate drainage problems due to the accumulation of water on the edge of the roads and the dispersal underground near homes, as well as help prevent erosion on the community beach access path. This project involves the movement of water from Dassel and Lincoln streets, collecting water from both roads, to a point where it can disperse into the wetland below.

The engineers estimate for the construction is \$77,600 which includes approximately \$7,000 of sales tax and contingencies. Bid advertisement will commence in November. Construction is anticipated to begin in January and last 10 days. Funding for this project is entirely from the Clean Water Utility Fund

*Respectfully,
Kyle Carlson
Surface Water Engineer*



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 19, 2016 Work Session:

- ***Job Requisitions***

Public Works

- Solid Waste Attendant I, replacement, .4 FTE R-7

Job Requisition 2016-094

Human Services

- Outreach Mental Health Counselor, replacement, C-11

Job Requisition 2016-093

Sheriff

- Corrections Deputy, replacement, Corr Gd 9

Job Requisition 2016-095

NeoGov update

TREASURER'S OFFICE STAFF SESSION AGENDA

DATE October 19, 2016



Subject/Description: Treasurer's Report for September 2016

Attachment: Treasurer's Report

Action Requested: Discussion



**ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT**

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

October 19, 2016

Subject/Description: FEMA Update

Attachment: No

Action Requested: *Discussion only*

Follow up:

**Subject/Description: Amendment No. 1 to Pro Tem Hearing Examiner Contract
RM-PLAN-2015-319 with Barbara Dykes Ehrlichman PS**

Attachment: Yes - Amendment

Action Requested: *Move forward to Consent Agenda upon completion of Legal
Review*

Follow up:

Amendment No. 1
To the Agreement for Personal Services
Island County Hearing Examiner Pro Tem Contract

THIS AMENDMENT No.1 is made and entered into by Island County, Washington, herein referred to as the "County," and Dykes Ehrlichman PS (Barbara Dykes Ehrlichman, Partner), hereinafter referred to as the "Contractor". This amends the original Agreement for Personal Services entered into by the parties on November 1, 2015.

The following changes to the original agreement are made by this amendment:

Section VII.

This contract end date is hereby extended to October 30, 2018.

All other terms and conditions of the original agreement not amended above remain in full force and effect.

FOR THE CONTRACTOR:

FOR THE COUNTY:

Board of County Commissioners
Island County, Washington

By: _____
Barbara Dykes Ehrlichman PS,
Partner

By: _____
Richard M. Hannold, Chair

Date

Date

ATTEST:

Debbie Thompson
Clerk of the Board



**ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT**

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

October 19, 2016

Subject/Description: Discussion of the 2016 Comprehensive Plan Update as it relates to the following:

- Freeland NMUGA and Oak Harbor JPA Maps
- Urban Holding Zoning Designations and related maps
- Freeland Subarea Plan and related development regulations
- Draft Code revisions
- State Department of Commerce Comment Letter

Attachment: No – handouts will be available at the meeting

Action Requested: Discussion only

Follow up:



ISLAND COUNTY PUBLIC HEALTH
MEMORANDUM

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

FROM: Keith Higman, Health Services Director
Public Health

SUBJECT: Public Health Work Session – **October 19, 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:* Food Worker Card Program: Agreement between Island County (Public Health) and Tacoma-Pierce County Health Department
Attachments: Interlocal Agreement No. 105-16-2021
Action Requested: Approval to move to Consent Agenda following Risk review.

Natural Resources:

1. *Subject/Description:* Marine Resources Committee – Operations & Projects: Northwest Straits Agreement between Island County and WA State Dept. of Ecology
Attachment: Agreement No. SEANWS-2016-IsCoPH-00005
Action Requested: Approval to move to Consent Agenda following Legal & Risk review.

**INTERLOCAL AGREEMENT
BETWEEN
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT
And
ISLAND COUNTY PUBLIC HEALTH**

This Interlocal Agreement is made and entered into by and between the **Tacoma-Pierce County Health Department**, hereinafter referred to as **DEPARTMENT**, and **ISLAND COUNTY PUBLIC HEALTH** hereinafter referred to as the **Local Health Jurisdiction**. The **DEPARTMENT** and the **Local Health Jurisdiction** are collectively referred to as the "parties."

I. RECITALS

WHEREAS, the **DEPARTMENT** and the **Local Health Jurisdiction** are local health departments as provided for under Chapters 70.05, 70.08, or 70.46 RCW, with authority under Chapter 246-217 WAC to issue food worker cards; and

WHEREAS, it is the purpose of this Interlocal Agreement to provide for the funding and execution of services as described in Addenda A and B, attached hereto and incorporated herein; and

WHEREAS, the parties have the authority to enter into this Agreement pursuant to RCW 39.34.080.

II. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

- A. **Agreement** means this Interlocal Agreement together with the attached Addenda, and any other documents incorporated therein. Any oral representations or understandings not incorporated herein are excluded. Attached hereto and made a part hereof for all purposes are the following:

Addendum	Number of Pages	Description
A	2	Scope of Work
B	1	Allocation of Fees

- B. **Department Representative** means the individual or individuals designated and authorized by the **DEPARTMENT** to receive notices and to act for it in all matters relating to this Agreement, or the designee of such individual.
- C. **Local Health Jurisdiction's Representative** means the individual designated and authorized by the **Local Health Jurisdiction** to receive notices and to act for it in all matters relating to this Agreement, or the designee of such individual.
- D. **Services** means all work performed by the **DEPARTMENT or the Local Health Jurisdiction** pursuant to and governed by this Agreement, including Addenda A and B.

III. TERM

The term of this Agreement shall be: January 1, 2017 through December 31, 2021, unless amended or terminated earlier pursuant to the terms and conditions herein. Should this Agreement be signed after the term beginning date stated herein, then it shall be retroactive and binding to that date.

IV. PAYMENT

Payment for the services described in Addendum A shall be provided as set forth in Addendum B, attached hereto and incorporated by reference.

V. HOLD HARMLESS

Except as otherwise provided herein, each party shall defend, protect, and hold harmless the other party, and its appointed and elected officials, employees, and agents from and against all liability, loss, cost, damage and expense, including but not limited to costs and attorney's fees, because of claims, suits and/or actions arising from any negligent or intentional act or omission asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement by that party's appointed or elected officials, employees, and agents.

VI. RECORDS MAINTENANCE

The **DEPARTMENT** and the **Local Health Jurisdiction** shall each maintain books, records, documents, and other materials, including but not limited to online data, that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to copying, inspection, review, or audit by personnel of either party, and other personnel duly authorized by law. The **DEPARTMENT** shall retain all books, records, documents, online data, and other material relevant to the services described in Addendum A, which materials shall be made available to the **Local Health Jurisdiction** upon request.

VII. TERMINATION

Except as otherwise provided for herein, either party may terminate this Agreement by giving the other party at least ninety (90) days written notice. If this Agreement is so terminated, each party shall be liable only for performance in accordance with the terms stated herein for services rendered prior to the effective date of termination.

VIII. CHANGE IN FUNDING

If the funding authorities of the **DEPARTMENT** (*Federal, State, and local agencies*) fail to appropriate funds to enable the **DEPARTMENT** to continue payment as specified in this Agreement or if the Board of Health reduces the budget of the **DEPARTMENT** or any program(s) and, as a result of the Board of Health's action, the **DEPARTMENT's** Director of Health determines there are insufficient funds to continue payment as specified in this Agreement, then the **DEPARTMENT** may modify or cancel this Agreement without penalty provided that the **Local Health Jurisdiction** receives at least ninety (90) days prior written notice of lack of appropriated funds as the reason for the modification or termination. Any modification of this Agreement shall be effective only upon incorporation into a written amendment as set forth in Section XI.

IX. INTERPRETATION

In the event of an inconsistency found in the terms and conditions contained within this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State Statutes and Regulations;
- Addenda A and B; and
- The provisions of this Agreement.

X. PERFORMANCE

The **DEPARTMENT** shall perform all services in accordance with all applicable professional standards and agrees that it will use only qualified, competent personnel in the execution of these services.

XI. AMENDMENTS

Either party may request changes to this Agreement. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this Agreement. No changes to this Agreement are valid or binding on either party unless first reduced to writing and signed by the Representatives of both parties.

ADDENDUM A: SCOPE OF WORK AND SPECIFIC CONDITIONS

This Addendum A applies to Agreement # 1059-16-2021 between The TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (**DEPARTMENT**) and ISLAND COUNTY PUBLIC HEALTH (**Local Health Jurisdiction**). In addition to the terms and conditions set forth in the Agreement, the parties agree as follows.

1. **Local Health Jurisdiction's Responsibilities:**

- 1.1. Authorize the **DEPARTMENT** by means of this Agreement to act as the **Local Health Jurisdiction's** "Designated Agent" and provide online food worker training, testing and card issuance to residents of Island County and any out-of-state residents who state they work in Island County, as permitted under Chapter 246-217 WAC.
- 1.2. Hold the **DEPARTMENT** harmless from any actual or purported loss of online food worker training, testing and card issuance income during times of unavoidable lack of access to the **DEPARTMENT's** training, testing and card issuance web site.
- 1.3. Maintain the security of the data originating from and contained in the online food worker card database. This includes but is not limited to adhering to the standard practices for strong password generation and user account management. The **Local Health Jurisdiction** shall not grant unauthorized parties access to the confidential data originating from or contained in the online food worker card database.

2. **The DEPARTMENT's Responsibilities:**

- 2.1. Provide online food worker training, testing and card issuance services as a designated agent of the **Local Health Jurisdiction** in accordance with the State of Washington's requirements under Chapter 246-217 WAC.
- 2.2. Ensure a good-faith effort to maintain a training, testing and card issuance web site that functions and is accessible to residents of Island County and any out-of-state residents who state they work in Island County .
- 2.3. Provide **Local Health Jurisdiction** with the location of a website to which residents of Island County and any out-of-state residents who state they work in Island County may be directed for online training, testing and card issuance. The **DEPARTMENT** may change the location of the website, but must provide re-direction to a new site with a minimum of thirty (30) days advance notice to **Local Health Jurisdiction**.
- 2.4. Provide access to the software to print a food worker card with the **Local Health Jurisdiction** logo which shall be valid throughout the State of Washington for a minimum period of two years from the date of issuance.
- 2.5. Establish a secure online payment gateway and service that will permit online payment services via credit cards, including but not limited to Visa and MasterCard, as well as debit cards.
- 2.6. Provide and pay for an online maintenance agreement with an outside contractor to provide technical support of the website and online programming of the online food worker card software.
- 2.7. Provide **Local Health Jurisdiction** with a written statement of income on a quarterly basis, or as frequently as the parties may otherwise agree, or a link to an online report providing the same information.
- 2.8. Provide support and service to **Local Health Jurisdiction** during regular **DEPARTMENT** hours of operation to ensure **Local Health Jurisdiction** has the ability to respond to queries from residents of Island County and any out-of-state residents who state they work in Island County.

3. Public Records Requests.

3.1 The **DEPARTMENT** holds the records and data generated by the Food Workers Card software as the **Local Health Jurisdiction's** designee. The **DEPARTMENT** will provide all such materials to the **Local Health Jurisdiction** in response to any public record request the **Local Health Jurisdiction** may receive relating to the Food Workers Card database. The **Local Health Jurisdiction** will be responsible for releasing the records to the requester in accordance with Chapter 42.56 RCW and Chapter 44-14 WAC. When the **Local Health Jurisdiction** requests records, the **Local Health Jurisdiction** must clearly describe the records that are being requested. The **DEPARTMENT** will notify the **Local Health Jurisdiction** as to the number of days it will take to gather the responsive records. Any public records requests received by the **DEPARTMENT** will be fulfilled by the **DEPARTMENT**. In the event the **DEPARTMENT** receives a request for public records regarding the **Local Health Jurisdiction's** records, the **DEPARTMENT** will notify the **Local Health Jurisdiction** of the request prior to releasing the records.

4. Liaisons for the Agreement:

On behalf of the **DEPARTMENT**:

Donald Foreman
Environmental Health Specialist III
Tacoma-Pierce County Health Department
3629 S D Street
Tacoma, WA 98418
Phone: (253) 798-3515
Fax: (253) 798-6539
Email: dforeman@tpchd.org

On behalf of the **Local Health Jurisdiction**:

Michele Tefft, Administrative Services Director
PO Box 5000
Coupeville, WA 98239
Phone: (360) 678-7860
Email: me.tefft@co.island.wa.us

ADDENDUM B: ALLOCATION OF FOOD WORKER CARD FEES

This Addendum B applies to Agreement # 1059-16-2021 between The TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (**DEPARTMENT**) and **ISLAND COUNTY PUBLIC HEALTH (Local Health Jurisdiction)**. In addition to the terms and conditions set forth in the Agreement and Addendum A, the parties agree as follows:

1. **Fee Allocation and Method of Payment:**

- 1.1. During the period January 1, 2017 through December 31, 2021, the **DEPARTMENT** will collect on behalf of the **Local Health Jurisdiction** the maximum fee established under Chapter 246-217 WAC, as now or hereafter amended.
- 1.2. The **DEPARTMENT** will retain a \$3.00 per card fee as payment for the services described in this Agreement from each online food worker card issued online to a resident of Island County and any out-of-state resident who states he or she works in Island County and who enters the www.foodworkercard.wa.gov testing website (or a successor site) by means of the **Local Health Jurisdiction's** web link, the **DEPARTMENT's** web link, or any other approved link. The balance of the monies collected under Chapter 246-217 WAC shall be remitted to the **Local Health Jurisdiction** in accordance with the terms set forth below.
- 1.3. The **DEPARTMENT** may impose and retain a surcharge or equivalent assessment intended to recoup any credit card processing fees. Such a surcharge or equivalent assessment will be paid directly by the food worker (not by the **Local Health Jurisdiction**), and shall not be included in the fee allocations and methods of payment described elsewhere in this section.
- 1.4. If the actual and indirect costs incurred by the **DEPARTMENT** to provide the services described in this Agreement exceed \$3.00 per card, the **DEPARTMENT** may, in its sole discretion, increase the amount it retains as payment for services to offset the difference and the amount remitted to the **Local Health Jurisdiction** will be reduced. Written notice of rate increases, if any, will be provided in writing ninety (90) days in advance to the **Local Health Jurisdiction**.
- 1.5. The **DEPARTMENT** will retain a \$1.00 per card fee for the services described in this Agreement from each replacement food worker card issued online to a resident of Island County and any out-of-state resident who has lost his or her original food worker card; provided, he or she works in Island County, purchases a replacement food worker card without taking the online test, and enters the www.foodhandlerscard.com testing website (or a successor site) by means of the **Local Health Jurisdiction's** web link, the **DEPARTMENT's** web link, or any other approved link. The balance of the monies collected under Chapter 246-217 WAC shall be remitted to the **Local Health Jurisdiction** in accordance with the terms set forth below.
- 1.6. If a food worker from a **Local Health Jurisdiction** challenges the validity of a payment for an online food worker card and the credit card company charges back or reverses the payment, the **Local Health Jurisdiction** agrees to pay any fees and costs associated with the cost of the reversal. Currently these fees are \$25.00 per transaction in addition to the actual amount reversed.
- 1.7. The **DEPARTMENT** shall remit monies owed to the **Local Health Jurisdiction** on a quarterly basis, together with a written statement of income received, or as frequently as the parties may otherwise agree, or a link to an online report providing the same information. Said funds and the quarterly statement shall be mailed to the **Local Health Jurisdiction** at the address stated below within 20 business days of the end of the quarter.
- 1.8. At the written request of the **Local Health Jurisdiction Representative** the **DEPARTMENT** may enter into agreements with institutions such as Department of Corrections to provide food worker cards for residents of Island County that are not permitted internet access. The **DEPARTMENT** will retain \$10.00 per card fee for this service.

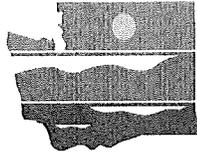
2. **Remittance Address:** DEPARTMENT will remit payment to the address stated below:

Island County Public Health
PO Box 5000
Coupeville, WA 98329

3. **Accounting Information:**

3.1. Source of Funding: N/A

3.2. DEPARTMENT Program Number: 1059-Food Safety



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. SEANWS-2016-IsCoPH-00005

NORTHWEST STRAITS AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

ISLAND COUNTY

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

GENERAL INFORMATION

Project Title:	Island County Marine Resources Committee Operations and Projects
Total Cost:	\$69,000.00
Total Eligible Cost:	\$69,000.00
Ecology Share:	\$69,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	10/01/2016
The Expiration Date of this Agreement is no later than:	09/30/2017
Project Type:	NW Straits Grant

Project Short Description:

This grant will be used to fund the Island County Marine Resources Committee's (MRC) operations and projects for 2016-2017.

Project Long Description:

This grant will fund ongoing operations and administrative tasks as well as projects identified in the Island County MRC work plan, and summarized below:

Monitoring Projects

1. Forage Fish: Monitor forage fish spawning at selected sites in conjunction with completed, planned, and proposed shoreline restoration work. Expand knowledge of location and beach elevation of forage fish spawning through elevation surveys and index site surveys at sites identified as data gaps.
2. Kelp: Expand prior boat-based efforts to measure bull kelp bed area to additional selected sites. Explore option to assess the presence of bull kelp in the nearshore throughout Island County using aerial imaging.

Agreement No: SEANWS-2016-IsCoPH-00005
Project Title: Island County Marine Resources Committee Operations and Projects
Recipient Name: Island County

3. Eelgrass: Monitor eelgrass beds in Island County for changes due to disease, human activity, or natural variability.
4. Seining: Synthesize data collected by the MRC from beach seining at Cornet Bay to inform future monitoring efforts.
5. Pigeon Guillemot: Monitor pigeon guillemots for population numbers, type of prey delivered to young and breeding success as an indicator of local marine health.

Education and Outreach Project

1. MRC Project Outreach: Increase knowledge of and interest in local marine resource issues through outreach and education methods as identified through an outreach needs analysis.

Overall Goal:

The MRC's goal is to investigate, research, and identify local marine resources, and marine resource habitat issues; recommend remedial actions to Island County agencies and authorities; carry out such recommendations where so approved; and build local awareness of the issues and broad-based community support for the remedies. This grant will support the MRC's work by funding monitoring and outreach projects, as well as the MRC's general operations which allow the MRC to connect with the community and advise decision-makers on local marine resource issues.

State of Washington Department of Ecology
Agreement No: SEANWS-2016-IsCoPH-00005
Project Title: Island County Marine Resources Committee Operations and Projects
Recipient Name: Island County

RECIPIENT INFORMATION

Organization Name: Island County

Federal Tax ID: 91-6001321

DUNS Number: 193740040

Mailing Address: PO Box 5000
Coupeville, WA 98239

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

Organization Fax: (360) 679-7390

Contacts

Project Manager	Anna Toledo Marine Resources Committee Coordinator PO Box 5000 Coupeville, Washington 98239 Email: a.toledo@co.island.wa.us Phone: (360) 678-2349
Billing Contact	Vanya Brown Accounting Manager PO Box 5000 Coupeville, WA 98239-5000 Coupeville, Washington 98239 Email: v.brown@co.island.wa.us Phone: (360) 678-7889
Authorized Signatory	Richard M Hannold Chair, Board of County Commissioners PO Box 5000 Coupeville, Washington 98239 Email: r.hannold@co.island.wa.us Phone: (360) 679-7354

ECOLOGY INFORMATION

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

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Sasha Horst Northwest Straits Commission 10441 Bayview-Edison Road Mount Vernon, Washington 98273 Email: horst@nwstraits.org Phone: (360) 428-1084
Financial Manager	Sasha Horst Northwest Straits Commission 10441 Bayview-Edison Road Mount Vernon, Washington 98273 Email: horst@nwstraits.org Phone: (360) 428-1084
Technical Advisor	Lucas Hart 10441 Bayview-Edison Road Mount Vernon, Washington 98273 Email: luha461@ecy.wa.gov Phone: (360) 428-1057

AUTHORIZING SIGNATURES

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

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

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

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

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

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

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

Washington State
Department of Ecology

Island County

By: _____

By: _____

Gordon White
Shorelands
Program Manager
Date

Richard M Hannold
Chair, Board of County Commissioners
Date

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1 **Task Cost: \$43,550.00**

Task Title: Project Administration/Management

Task Description:

1.1 MRC Meetings and Communication: schedule and hold regular meetings of the MRC; prepare and distribute agenda; prepare and distribute meeting minutes; invite speakers on topics of community interest; and other logistical and communication functions as needed. Provide summary of activities for MRC representative to share at Northwest Straits Commission (NWSC) meetings.

1.2 Grant administration: Prepare progress reports, final report and closeout report for Northwest Straits Commission; track and administer budget; document matching funds and volunteer time; perform contract management; and prepare grant applications for MRC projects.

1.3 MRC Web Site: Existing MRC web site will be maintained and regularly updated with notices of upcoming meetings and agendas and other timely and relevant information.

1.4 Annual Report: This report will summarize MRC activities and progress on projects, including progress in achieving the Northwest Straits Initiative's performance benchmarks and connection to Puget Sound Action Agenda.

1.5 Annual Workplan: The workplan will include the objectives, timeframe, products, and benchmarks addressed in this scope of work.

1.6 Training: The MRC members will attend the Northwest Straits Commission training and/or additional conferences, trainings, and workshops as appropriate.

1.7 Representation at NWSC meetings: A representative of the MRC will attend each Northwest Straits Commission meeting and provide an update on current activities of the MRC.

1.8 Local Integrating Organization: The MRC will participate in meetings and operations of the Local Integrating Organization (LIO) in order to participate in the local planning process and action agenda update, including identification of Near Term Actions.

Task Goal Statement:

To carry out administrative functions in support of the mission (including work plan preparation, developing and preparing grant proposals, programmatic staff support, project monitoring and performance tracking, education programs and grant writing), travel, planning and participation in training opportunities.

Task Expected Outcome:

a. MRCs have a documented process to recruit and train members to be active participants and contributors to the work of the MRC.

b. Information about projects and the work of the MRC is accessible and shared regularly through presentations, meetings and web site.

Agreement No: SEANWS-2016-IsCoPH-00005
Project Title: Island County Marine Resources Committee Operations and Projects
Recipient Name: Island County

- c. The MRC meets regularly in a public forum that is promoted locally to community members and decision makers.
- d. The MRC is informed of and contributes to the work of the Northwest Straits Commission.
- e. The value of volunteer hours and other local contributions to the work of the MRC is documented and shared with the Commission and the County.
- f. The work of the MRC is planned in advance through an annual workplan and documented in an annual report.
- g. MRC members and staff contribute to other relevant local and regional processes related to marine issues.

Recipient Task Coordinator: Anna Toledo

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarter 1 Progress Report	01/10/2017
1.2	Quarter 2 Progress Report	04/10/2017
1.3	Quarter 3 Progress Report	07/10/2017
1.4	Quarter 4 Progress Report	09/15/2017
1.5	Quarter 1 Meeting Agenda and Minutes	01/10/2017
1.6	Quarter 2 Meeting Agenda and Minutes	04/10/2017
1.7	Quarter 3 Meeting Agenda and Minutes	07/10/2017
1.8	Quarter 4 Meeting Agenda and Minutes	09/15/2017
1.9	Semi-Annual Web Site Address and Screen Shots of Up-to-Date Content 1	04/10/2017
1.10	Semi-Annual Web Site Address and Screen Shots of Up-to-Date Content 2	09/15/2017
1.11	Annual Workplan	04/10/2017
1.12	Annual Report	09/15/2017
1.13	Quarter 1 List of NWSC Meetings, Conferences and Other Workshops Attended and Names of MRC Members Attending	01/10/2017
1.14	Quarter 2 List of NWSC Meetings, Conferences and Other Workshops Attended and Names of MRC Members Attending	04/10/2017
1.15	Quarter 3 List of NWSC Meetings, Conferences and Other Workshops Attended and Names of MRC Members Attending	07/10/2017
1.16	Quarter 4 List of NWSC Meetings, Conferences and Other Workshops Attended and Names of MRC Members Attending	09/15/2017
1.17	Quarter 1 Report to the Commission	01/10/2017
1.18	Quarter 2 Report to the Commission	04/10/2017
1.19	Quarter 3 Report to the Commission	07/10/2017
1.20	Quarter 4 Report to the Commission	09/15/2017
1.21	Quarter 1 Matching Funds/Volunteer Time Tracking	01/10/2017
1.22	Quarter 2 Matching Funds/Volunteer Time Tracking	04/10/2017

Agreement No: SEANWS-2016-IsCoPH-00005
Project Title: Island County Marine Resources Committee Operations and Projects
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1.23	Quarter 3 Matching Funds/Volunteer Time Tracking	07/10/2017
1.24	Quarter 4 Matching Funds/Volunteer Time Tracking	09/15/2017

SCOPE OF WORK

Task Number: 2 **Task Cost: \$13,625.00**

Task Title: Monitoring

Task Description:

2.1 Forage fish: To help guide efforts for shoreline protection and restoration, and document the effectiveness of shoreline restoration projects, Island County MRC will conduct forage fish surveys, including bulk beach substrate samples as well as elevation samples, at four restoration sites and conduct surveys at two index sites identified in coordination with WA Department of Fish & Wildlife (WDFW). The MRC will survey for presence or absence of forage fish eggs at four restoration sites 1-2 times per month and at a minimum of two index sites identified by WDFW and MRC once per month. Proposed restoration sites include sites surveyed by the MRC in 2015: Cornet Bay, Ala Spit, Camano Island State Park, and Waterman where restoration work has been completed, planned, or proposed. Proposed index sites include Long Point and Maple Grove.

2.2 Kelp monitoring: Island County MRC will measure the area of at least three bull kelp beds through boat-based surveys during the month of August, using Northwest Straits Commission protocols. In addition, the MRC will explore the usefulness and feasibility of assessing the presence of bull kelp in the nearshore throughout Island County using aerial imaging.

2.3 Eelgrass monitoring: Island County MRC will conduct underwater videography and aerial photography to monitor eelgrass for size and condition of eelgrass beds at 10 sites and create a report on changes in eelgrass presence, including comparison of changes at core sites over 5 years. Sites are surveyed once per year. Three core sites are monitored every year: Holmes Harbor, Penn Cove, and Cornet Bay. Other sites are selected in consultation with DNR and MRC for areas of interest or restoration sites. The MRC will coordinate with Washington Department of Natural Resources (DNR) to share data and select beds for monitoring.

2.4 Seining: To provide insight into progress towards recovering healthy habitat, Island County MRC will synthesize data and develop a report using MRC data from beach seining at Cornet Bay that explores the use of nearshore habitat by salmonids, identifies gaps in current understanding, and informs future monitoring priorities.

2.5 Pigeon guillemot: To provide insight into changing conditions in the birds' environment, Island MRC will work with a summer research intern, to conduct in-depth monitoring of selected pigeon guillemot colonies to track breeding habits and prey selection from June-August 2017. Data will be collected, analyzed, and presented to the MRC after the summer breeding season. Work in 2016-2017 will expand to Camano Island, as well as helping other groups in the region initiate similar programs by sharing training materials and protocols. The intern position will be hired by the Commission and supervised by Island County MRC.

Task Goal Statement:

2.1 Forage fish: Expand knowledge of location and beach elevation of forage fish spawning through elevation surveys and index site surveys at sites identified as data gaps.

2.2 Kelp monitoring: Increased knowledge of kelp bed presence in Island County.

2.3 Eelgrass: Monitor eelgrass beds in Island County for changes due to disease, human activity, or natural variability.

Agreement No: SEANWS-2016-IsCoPH-00005
Project Title: Island County Marine Resources Committee Operations and Projects
Recipient Name: Island County

2.4 Seining: Synthesize data collected by the MRC from beach seining at Cornet Bay to inform future monitoring efforts.

2.5 Pigeon guillemot: Monitor pigeon guillemots for population numbers, type of prey delivered to young and breeding success as an indicator of local marine health.

Task Expected Outcome:

2.1 Forage fish: Presentation of findings to the Board of Island County Commissioners, and inclusion of data in SoundIQ.

2.2 Kelp monitoring: The results of the kelp monitoring will be shared with the Board of Island County Commissioners to help inform policy decisions. Data will be shared with the Northwest Straits Commission for placement on SoundIQ.

2.3 Eelgrass: Eelgrass monitoring results will be shared with the Board of Island County Commissioners, sent to WA Dept. of Natural Resources, and prepared for inclusion in SoundIQ.

2.4 Seining: The MRC and Dept of Natural Resources will have increased knowledge of nearshore use by juvenile salmonids. The final synthesis report will be shared with the Board of Island County Commissioners.

2.5 Pigeon guillemot: Research intern presents collated data and final report with comparison to findings from previous years to Island County MRC, Whidbey Audubon, and Puget Sound Ecosystem Monitoring Program (PSEMP) Marine Birds workgroup. Data from 2016 will be prepared for inclusion in SoundIQ.

Agreement No: SEANWS-2016-IsCoPH-00005
 Project Title: Island County Marine Resources Committee Operations and Projects
 Recipient Name: Island County

Recipient Task Coordinator: 2.1 Ruth Richards/Lois Farrington 2.2 Linda Rhodes 2.3-2.4 Kes Tautvydas 2.5 Frances

Wood Monitoring

Deliverables

Number	Description	Due Date
2.1	Forage fish survey QAPP	04/10/2017
2.2	Copy of forage fish survey data and report on forage fish survey activities (including locations and dates surveyed, volunteer hours, jpg images and survey results)	09/15/2017
2.3	Kelp survey QAPP	04/10/2017
2.4	Copy of kelp data collected and summary report (including list of participants and survey locations and dates, jpg images, and assessment of aerial imaging)	09/15/2017
2.5	Eelgrass monitoring QAPP	04/10/2017
2.6	Eelgrass aggregated data and report on 2016 eelgrass monitoring, including report on changes in eelgrass presence at core sites over 5 years	09/15/2017
2.7	Seining report synthesizing the results at Cornet Bay for 8 years, pre and post restoration.	09/15/2017
2.8	Pigeon guillemot intern draft position description	04/10/2017
2.9	Pigeon guillemot intern summary report	09/15/2017

SCOPE OF WORK

Task Number: 3 **Task Cost: \$11,825.00**

Task Title: Education & Outreach

Task Description:

Island County MRC will conduct an outreach needs assessment and develop outreach and education materials highlighting the importance of protecting and restoring marine species and habitat in connection with existing MRC projects.

The outreach needs assessment will define outreach goals, messaging, target audiences, distribution methods, and evaluation techniques. Potential distribution methods to be considered include hosting educational videos online and at an interactive kiosk on the Island County campus. Physical outreach materials, such as brochures, posters, and displays, can be available on-site where MRC monitoring projects are conducted.

Target audiences will be defined in the outreach needs assessment, and may include local residents seeking information on marine resource issues and beach visitors during MRC monitoring work to be reached through outreach displays and handouts. Outreach messages will be developed in coordination with each MRC project, and vetted with Island County, partners currently engaged in MRC projects, and relevant technical experts.

The MRC will evaluate the effectiveness of outreach activities through surveys, tracking the number of direct and indirect contacts made, or other methods as determined by the outreach needs assessment.

Task Goal Statement:

Increase knowledge of and interest in local marine resource issues. The Island County MRC has a strong history of citizen science monitoring. In addition to using these monitoring projects to provide information to decision-makers and regional organizations, this project will use the existing MRC monitoring work as an outreach platform to engage the public on local marine topics.

Task Expected Outcome:

Increased knowledge of and interest in local marine resource issues through outreach and education methods as identified through an outreach needs analysis, project-specific outreach and evaluation metrics.

Agreement No: SEANWS-2016-IsCoPH-00005
Project Title: Island County Marine Resources Committee Operations and Projects
Recipient Name: Island County

Recipient Task Coordinator: Barbara Bennett

Education & Outreach

Deliverables

Number	Description	Due Date
3.1	Outreach needs assessment report	01/10/2017
3.2	Copies of outreach materials produced	07/10/2017
3.3	Summary report on outreach (including number of direct and indirect contacts made, copies of materials and any resulting media and jpg photos, copies of evaluation materials and evaluation results)	09/15/2017

BUDGET

Funding Distribution EG170025

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

Funding Title: Puget Sound Partnership/EPA 2016-17 Funding Type: Grant
Funding Effective Date: 10/01/2016 Funding Expiration Date: 09/30/2017

Funding Source:

Title: EPA - NW Straits

Type: Federal

Funding Source %: 100%

Description:

Federal Awarding Agency: US Environmental Protection Agency, Region 10
Federal Awarding Agency Contact: Karin Berkholtz
Federal Awarding Agency Phone: 360-999-3848
Federal Awarding Agency Email: karin.berkholtz@psp.wa.gov
Federal Awarding Agency Address: 326 East D Street, Tacoma WA 98421-1801

CFDA Catalog Name: Puget Sound Action Agenda – Implementation Strategies and Actions for Vital Sign Recovery Assistance Program

CFDA Number: 66.123

FAIN:

Research Grant: No

Federal Award Date:

Total Federal Award Amount: \$1,600,000.00

Federal Funds Obligated To Recipient: \$69,000.00

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Agreement No: SEANWS-2016-IsCoPH-00005
Project Title: Island County Marine Resources Committee Operations and Projects
Recipient Name: Island County

Puget Sound Partnership/EPA 2016-17	Task Total
MRC Operations	\$ 43,550.00
Monitoring	\$ 13,625.00
Education & Outreach	\$ 11,825.00

Total: \$ 69,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Puget Sound Partnership/EPA 2016-17	0.00 %	\$ 0.00	\$ 69,000.00	\$ 69,000.00
Total		\$ 0.00	\$ 69,000.00	\$ 69,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

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 (PSP) 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.

SUB-RECIPIENT FEDERAL REQUIREMENTS

1. INTRODUCTION

This 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 shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements) if the SUB-RECIPIENT 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 SUB-RECIPIENT 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 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 and implementing EPA regulations.

5. CYBERSECURITY CONDITION

The SUB-RECIPIENT(S) must comply with the RECIPIENT'Ss requirements (section (b) (1) - EPA 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 REQUIREMENT

SUB-RECIPIENT 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. SUB-RECIPIENT 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 SUB-RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The SUB-RECIPIENT shall carry out applicable requirements of 40 CFR part 33 in the award administration of contracts awarded under EPA financial assistance agreements. Failure by the SUB-RECIPIENT 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

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.

SUB-RECIPIENTS 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. 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=2004register&docid=fr25jn04-79.pdf>.

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 SUB-RECIPIENT's responsibilities under this contract include gathering public input on an environmental issue, SUB-RECIPIENT's communication with the public should attempt to minimize barriers that interfere with the ability of LEP persons to meaningfully participate.

9. 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 AGREEMENT. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

10. 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.

11. REIMBURSEMENT LIMITATION

If SUB-RECIPIENT 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.

12. 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 Puget Sound Partnership 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.

13. 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 by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- 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.

14. SUB-AWARDS

If SUB-RECIPIENT makes sub-awards under this contract, SUB-RECIPIENT is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. SUB-RECIPIENT 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 ECOLOGY'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 ECOLOGY 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.

15. 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. 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.

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

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

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

REQUIREMENTS:

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

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

Agreement No: SEANWS-2016-IsCoPH-00005

Project Title: Island County Marine Resources Committee Operations and Projects

Recipient Name: Island County

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

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

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

GENERAL TERMS AND CONDITIONS

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

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

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

5. COMMUNICATION

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

6. COMPENSATION

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

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

- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible may require approval by ECOLOGY prior to purchase.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

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

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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

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

8. CONFLICT OF INTEREST

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

9. CONTRACTING FOR GOODS AND SERVICES

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

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

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

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

10. DISPUTES

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

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

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

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

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

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

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

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

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

12. GOVERNING LAW

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

13. INDEMNIFICATION

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

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

14. INDEPENDENT STATUS

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

15. KICKBACKS

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

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

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

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

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

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

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

18. PRESENTATION AND PROMOTIONAL MATERIALS

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

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

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

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

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

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic

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

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

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

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

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

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

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

21. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

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

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

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

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

22. RECOVERY OF FUNDS

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

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

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

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

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

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

25. SUSPENSION

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

26. SUSTAINABLE PRACTICES

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

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

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

27. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

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

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

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

c) By Mutual Agreement

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

d) In Event of Termination

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

Agreement No: SEANWS-2016-IsCoPH-00005
Project Title: Island County Marine Resources Committee Operations and Projects
Recipient Name: Island County

materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

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

29. WAIVER

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

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/25/2015

*Commissioners Office
Work Session
October 19, 2016*

Subject/Description: 2017 2% Hotel-Motel Lodging Tax Committee recommendations

Attachments: yes

Action Requested: Approval of the 2% Hotel-Motel Lodging Tax Committees recommendations.

Subject/Agenda: Consider appointment to the Lodging Tax Advisory Committee

Attachment: yes

Action Requested:

Follow up:

**Island County Basic 2% Hotel-Motel Tax – Tourism Promotion
Public Facilities Fund
2017 Program Year**

PROJECTS & ACTIVITIES FUNDED BY 2% TAX REVENUES

<u>ORGANIZATION</u>	<u>AMOUNT</u>
1. CAMANO ARTS ASSOCIATION <i>2017 Camano Island Studio Tour</i>	\$3,500.00
2. CAMANO ISLAND CHAMBER OF COMMERCE <i>Visitor Information center Tourism Marketing and Fulfillment Program</i>	\$25,000.00
3. CAMANO ISLAND CHAMBER OF COMMERCE <i>Starwood Camano Winter Festivals</i>	\$1,350.00
4. CAMANO SCHOOLHOUSE FOUNDATION AND HISTORIC SITE CONSORTIUM <i>Historic Sites Map and Touring Event</i>	\$6,000.00
5. CITY OF OAK HARBOR <i>Whidbey Island Marathon 2017</i>	\$15,000.00
6. COUPEVILLE CHAMBER OF COMMERCE <i>Coupeville & Central Whidbey Visitor Information Center</i>	\$31,649.00
7. COUPEVILLE HISTORIC WATERFRONT ASSOCIATION <i>Mussel fest 2017 Tourism Promotion</i>	\$7,750.00
8. GREATER FREELAND CHAMBER OF COMMERCE <i>Freeland Visitor Information Center & Visitor Kiosk</i>	\$30,000.000
9. GREATER OAK HARBOR CHAMBER OF COMMERCE <i>Enticing the tourist! Marketing Grant</i>	\$31,145.00
10. ISLAND COUNTY PARKS <i>Comfort Station Rental</i>	\$8,000.00
11. ISLAND COUNTY PUBLIC WORKS/PARKS <i>Four Springs Lake Preserve</i>	\$12,000.00
12. ISLAND SHAKESPEARE FESTIVAL <i>Island Shakespeare Festival Promotion and Operations</i>	\$10,000.00
13. LANGLEY CHAMBER OF COMMERCE <i>Langley Visitor Information Center & Kiosk/Marketing Promotion, Accommodation</i>	\$30,000.00
14. MEERKERK RHODODENDRON GARDENS <i>Four Seasons Tourism Promotion and Services</i>	\$9,000.00
15. OAK HARBOR MUSIC FESTIVAL <i>Oak Harbor Music Festival Operations – Headliner Band</i>	\$7,000.00
16. OAK HARBOR MUSIC FESTIVAL <i>Oak Harbor Music Festival Marketing</i>	\$10,000.00
17. PBY MEMORIAL FOUNDATION <i>PBY Tourist Marketing and Operations Project</i>	\$18,200.00

18. PACIFIC NORTHWEST ART SCHOOL <i>Catalog Production & National Advertising</i>	\$7,000.00
19. PENN COVE WATER FESTIVAL ASSOCIATION <i>2017 Penn Cove Water Festival</i>	\$2,000.00
20. WHIDBEY ISLAND ARTS COUNCIL <i>Off-Island Marketing of the Programs of the Whidbey Island Arts Council</i>	\$3,000.00
21. WHIDBEY ISLAND BICYCLE CLUB (WIBC) <i>Mussels in the Kettles Mountain Bike Ride</i>	\$2,000.00
22. WHIDBEY ISLAND CENTER FOR THE ARTS <i>WICA 2016-2017 Presenting Season: Regional Marketing Outreach Enhancement</i>	\$5,000.00
23. WHIDBEY ISLAND CONSERVATION DISTRICT <i>Farms and Food of Whidbey Island Brochure</i>	\$3,500.00

TOTAL \$ 278,094.00

APPROVED BY:

BOARD OF ISLAND COUNTY COMMISSIONERS

DATE: _____

Richard M. Hannold, Chair

LODGING TAX ADVISORY COMMITTEE



Previously known as the 2% Special Excise Tax Committee, the Lodging Tax Advisory Committee was reestablished in accordance with statutory amendments of HB2698 enacted in Island County by adoption of Resolution Number C-156-98 December 14, 1998 and codified as ICC 3.06.060, for the purpose of review and recommendation to the Board of County Commissioners on distribution of monies generated by the Lodging Excise Tax. In order to create a more effective and efficient process the Board determined that the Committee's membership should be restructured from 13 members to 7 members. The Board of County Commissioners adopted Ordinance No. C-81-10 October 4, 2010.

The committee shall consist of three members representing the businesses required to collect the tax; three members involved in authorized activities receiving revenues and a member of the Board of County Commissioners. The Board will review committee membership annually and make changes as appropriate. The Committee meets once annually, usually in the fall.

REPRESENTIVES OF BUSINESSES SUBJECT TO THE TAX

POSITION	MEMBER	Representing	Term
1.	Tom Felvey	South Whidbey	10/14/16
2.	Robyn Myers	Central Whidbey	12/09/16
3.	Pamela Estes	North Whidbey	7/16/18

REPRESENTIVES OF ORGANIZATIONS ELIGIBLE TO RECEIVE THE TAX FUND

POSITION	MEMBER	Representing	Term
4.	Bob Chalfant	Camano Island	12/15/17
5.	Cynthia Mason	At-Large	10/14/16
6.	Lisa Bernhardt	At-Large	5/12/18

Tom Felvey has requested reappointment, Position #1. No other applications were received. Cynthia Mason does not wish to be reappointed. No other applications were received.