

## ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE JANUARY 14, 2026

Those interested in attending the meeting virtually please  
**Login:** <https://zoom.us/j/98589156528?pwd=ds1haw2vO3AjRMwsuzQmctwFq0TcVW.1>  
**Passcode:** 163571  
**Or by phone:** (253) 215-8782 **Webinar ID:** 985 8915 6528 **Passcode:** 163571

9:30 a.m.	Commissioners' Office
9:40 a.m.	Budget
10:00 a.m.	Public Health
10:30 a.m.	Planning & Community Development

The Board of County Commissioners meets routinely in Work Session the first three Wednesdays of each month. Work Sessions are held in the Annex Building, Board of County Commissioners' Hearing Room, #B102, 1 NE 6<sup>th</sup> Street, Coupeville, WA.

Work Sessions are public meetings that provide an informal workshop format opportunity for the Board to review ongoing items with departments or to meet with other agencies, committees, or groups to discuss specific topics of mutual interest. Items are typically reviewed at Work Session before being scheduled on the agenda for the Board's regular Tuesday business meetings.

While Work Sessions do not have time set aside for verbal public comment, written public comment is welcomed and can be directed to the Clerk of the Board by submitting comments to [CommentBOCC@islandcountywa.gov](mailto:CommentBOCC@islandcountywa.gov). If you have questions regarding public comment, you may call (360) 679-7385. Written public comments are considered a public record.

Times for each department are approximate; a time slot scheduled for a specific department may be revised as the Work Session progresses. Because of the workshop format and time sensitivity, certain items, topics, and materials may be presented that are not included in the published agenda. **If you are interested in reviewing those documents, please contact the Clerk of the Board at (360) 679-7354.**

**ASSISTIVE LISTENING AVAILABLE:** Please contact the clerk for an assistive listening device to use during the meeting. Please return the device at the end of the meeting.

**NOTE:** Audio recordings are posted within 48 hours of the meeting date. To listen to the recording visit the [Agenda Center](#) on the Island County website.



**ISLAND COUNTY COMMISSIONERS**

**WORK SESSION AGENDA**

**MEETING DATE: 1/14/2026**

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**To:** Melanie Bacon, Chair  
Board of Island County Commissioners  
**From:** BOCC Staff

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**Amount of time requested for agenda discussion. 10 minutes**

**DIVISION: Administrative**

**Agenda Item No.: 1**

**Subject:** Reappointment to the Civil Service Commission

**Description:** The Board has received a request for reappointment to Position 3, on the Civil Service Commission

**Attachment:** Civil Service Roster

**Request:** *(Check boxes that apply)*

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

**DIVISION: Administrative**

**Agenda Item No.: 2**

**Subject:** Appointment to the Island Regional Transportation Planning Organization Technical Advisory Committee (IRTPO-TAC)

**Description:** The Board has received a request for appointment to Position 1, District 1, on the IRTPO-TAC.

**Attachment:** IRTPO-TAC Roster

**Request:** *(Check boxes that apply)*

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

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**DIVISION: Administrative**

**Agenda Item No.: 3**

**Subject: Appointment to the Law & Justice Council Citizen Members**

**Description:** The Board has received a request for appointment to Position 1, District 1, of the Law & Justice Council.

**Attachment: Law & Justice Council Roster**

**Request: (Check boxes that apply)**

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

**DIVISION: Administrative**

**Agenda Item No.: 4**

**Subject: Appointment to the Northwest Senior Services Advisory Board**

**Description:** The Board has received a request for appointment to Position 1 on the Northwest Senior Services Advisory Board.

**Attachment: Senior Services Roster**

**Request: (Check boxes that apply)**

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

**DIVISION: Administrative**

**Agenda Item No.: 5**

**Subject: Appointment to Position 9 on the Solid Waste Advisory Committee**

**Description:** The Board has received a request for appointment to Position 9 on the Solid Waste Advisory Committee.

**Attachment: Solid Waste Roster**

**Request: (Check boxes that apply)**

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

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**DIVISION:** Administrative

**Agenda Item No.: 6**

**Subject:** Appointment to Position 12 on the Solid Waste Advisory Committee

**Description:** The Board has received a request for appointment to Position 12 on the Solid Waste Advisory Committee.

**Attachment:** Solid Waste Roster

**Request:** (Check boxes that apply)

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

## CIVIL SERVICE COMMISSION

<https://www.islandcountywa.gov/225/Civil-Service-Commission>



Duties and responsibilities of the Civil Service Commission are found in Chapter 2.12 of the Island County Code and RCW 41.14.060. Service on the Civil Service Commission is without fee or compensation. Members must be a citizen of the United States, a resident of Island County for at least two years immediately preceding appointment, and a registered voter in Island County. At the time of appointment, no more than two commissioners shall be adherents of the same political party. Commission meets the 2nd Thursday of each month at 9:30 a.m. in the Administration Building Room 116. Contact the Secretary/Chief Examiner at 678-7374 for further information. (RCW 41.14 and ICC 2.12). **Six-year term.**

POSITION	MEMBER	APPT. DATE	TERM EXPIRES
1.	Barbara Fuller	03/18/25	03/18/31
2.	Renee Mueller	05/19/14	01/25/28
3.	Ed Johnson	06/23/15	02/01/26

The Board has received a request for reappointment to position 3 from Ed Johnson.

## ISLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION (IRTPO)

<https://www.islandcountywa.gov/488/Island-Regional-Transportation-Planning->



The IRTPO formed in September 2016 to further ongoing transportation planning and coordination efforts for Island region jurisdictions. The IRTPO consists of an Executive Board, a Technical Advisory Committee (TAC), and a Transportation Equity Committee (TEC) for Human Services Transportation Planning (HSTP). IRTPO members include representatives from each of the regional municipalities, Island Transit, WSDOT, and Naval Air Station Whidbey. The IRTPO Executive Board meets at 11 a.m. on the 4<sup>th</sup> Wednesday of most months to:

- Learn about regional transportation activities and opportunities
- Provide a forum for collaboration and transportation goal setting
- Allocate federal transportation funds to regional projects

POSITION	VOTING MEMBER	REPRESENTING
1.	Melanie Bacon	Island County, District 1
2.	Jill Johnson	Island County, District 2
3.	Janet St. Clair	Island County, District 3
4.	Kennedy Horstman	Mayor, City of Langley
5.	Blaine Oborn	City Administrator, City of Oak Harbor
6.	Molly Hughes	Mayor, Town of Coupeville
7.	David Day	Port Commissioner
8.	Curt Gordon	Port of South Whidbey
9.	Todd Morrow	PTBA Member
10.	Chris Damitio	WSDOT
	Malcolm Roberts	Staff Support Contact, ICPW

### ISLAND REGIONAL TRANSPORTATION PLANNING ORGANIZATION TECHNICAL ADVISORY COMMITTEE (IRTPO TAC)

The IRTPO TAC typically meets on the second Thursday of each month from 1:00 -3:00 p.m. to provide transportation planning assistance to the organization and develop recommendations for the Executive Board. TAC member representation generally mirrors that of the Executive Board, with the addition of citizen representatives appointed from each county commissioner district.

POSITION	CITIZEN ADVISORS	REPRESENTING
1.	VACANT	District #1
2.	VACANT	District #2
3.	Michael Travis	District #3
	<b>NON-VOTING MEMBERS</b>	
1.	Brian Tyhuis	NAS Whidbey
2.	Patricia Love	City of Stanwood
	Malcolm Roberts	Staff Support Contact, ICPW

The Board has received a request for appointment to Position 1 of the TAC from Nancy Ritzenthaler.

## LAW & JUSTICE COUNCIL



Established per Resolution C-87-93 in accordance with RCW 72.09.300, composed of the following designated members or their selected representatives:

POSITION	MEMBER	REPRESENTING
1.	Jill Johnson	BOCC
2.	Carolyn Cliff	Superior Court Judge
3.	Christon Skinner	Superior Court Judge
4.	Megan Frazier	Superior Court Admin/JCS Admin
5.	Rick Felici	Island County Sheriff
6.	Jose Briones	Island County Jail
7.	Bill Hawkins	District Court Judge/Administrator
8.	Greg Banks	Prosecuting Attorney
9.	Debra Van Pelt	Island County Clerk
10.	Susan Geiger	IC Risk Manager/Public Defense Admin.
11.	Lynda Austin	MH & SA Treatment Providers
12.		Coupeville Police Department
13.		Oak Harbor Police Department
14.	Tom Pacher	Public Defenders Association
15.		Municipal Prosecutors
16.	Rob Diekman	Department of Corrections
17.		Coupeville Legislative Body
18.		Oak Harbor Legislative Body
19.		Coupeville School District
20.		Oak Harbor School District
21.		NCIS

Additionally, there are two citizen member representatives from each of the three County Commissioner Districts, with a **two-year term** to expire in staggered odd and even years, as follows:

POSITION	MEMBER	REPRESENTING	APPT. DATE	TERM EXPIRES
		<b>Commissioner District #1</b>		
1.	<b>VACANT</b>			
2.	Diana Sandoval		05/18/21	08/13/26
		<b>Commissioner District #2</b>		
3.	<b>VACANT</b>			
4.	Terresa Hobbs		05/18/21	12/19/26
		<b>Commissioner District #3</b>		
5.	<b>VACANT</b>			
6.	<b>VACANT</b>			

The Board has received a request for appointment to Position 1 from Doak Mahlik.

## **NORTHWEST SENIOR SERVICES ADVISORY BOARD**

<https://nwrcwa.org/advisory-board>

 Some of the currently functioning committees/boards/task forces thru the Northwest Regional Council consist of Northwest Senior Services Advisory Board, Area Agency on Aging, LEARN Board (Law Enforcement and Radio Network), and Chore Services Proposal Review Task Force.

Regulations promulgated by the U.S. Department of Social and Health Services. A Planning Services Agency of aging for the four-county area of Whatcom, San Juan, Skagit and Island Counties. **Three-year terms.**

POSITION	MEMBER	ORIG. APPT. DATE	TERM EXPIRES
1.	VACANT		
2.	Shirley Anne Bennett	04/09/19	06/30/25
3.	VACANT		
4.	Mary Kanter	07/17/18	11/26/27

The Board has received a request for appointment to Position 1 from Nic Wildeman.

## SOLID WASTE ADVISORY COMMITTEE

<https://www.islandcountywa.gov/603/Solid-Waste-Advisory-Committee>

POSITION	MEMBER	TITLE	REPRESENTING
1.	Jill Johnson	Commissioner	Island County Board of Commissioners
2.	Tony Rounds	DTG Recycle dba Island Recycling	Industry Representative
3.	Randi Perry	Public Works Director	City of Langley
4.	George Place	Solid Waste Lead	City of Oak Harbor
5.	Joe Grogan	Public Works Director	Town of Coupeville
6.	Andrew Riggs	Manager, Island Disposal (Waste Connections)	G-Permit Holder
7.	Robin Freedman	Senior- Public Sector Solutions, Waste Management, Inc.	Industry Representative
8.	Dar Christopherson		Member-at-Large, North Whidbey
9.	<b>VACANT</b>		Member-at-Large, Camano
10.	Sarah Bergquist		Member-at-Large, Whidbey Island (SWAC Chair)
11.	Joan Green		Member-at-Large – Central/South Whidbey
12.	<b>VACANT</b>		Agricultural Interests

The Board has received a request for appointment to Position 9 from James Hofgesang.

## SOLID WASTE ADVISORY COMMITTEE

<https://www.islandcountywa.gov/603/Solid-Waste-Advisory-Committee>

POSITION	MEMBER	TITLE	REPRESENTING
1.	Jill Johnson	Commissioner	Island County Board of Commissioners
2.	Tony Rounds	DTG Recycle dba Island Recycling	Industry Representative
3.	Randi Perry	Public Works Director	City of Langley
4.	George Place	Solid Waste Lead	City of Oak Harbor
5.	Joe Grogan	Public Works Director	Town of Coupeville
6.	Andrew Riggs	Manager, Island Disposal (Waste Connections)	G-Permit Holder
7.	Robin Freedman	Senior- Public Sector Solutions, Waste Management, Inc.	Industry Representative
8.	Dar Christopherson		Member-at-Large, North Whidbey
9.	<b>VACANT</b>		Member-at-Large, Camano
10.	Sarah Bergquist		Member-at-Large, Whidbey Island (SWAC Chair)
11.	Joan Green		Member-at-Large – Central/South Whidbey
12.	<b>VACANT</b>		Agricultural Interests

The Board has received a request for appointment to Position 12 from Auston Reisman.



**ISLAND COUNTY BUDGET/RISK**

**WORK SESSION AGENDA**

**MEETING DATE: 1/14/2026**

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**To:** Melanie Bacon, Chair  
Board of Island County Commissioners  
**From:** Susan Geiger, Director

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**Amount of time requested for agenda discussion. 20 minutes**

**DIVISION:** Administrative

**Agenda Item No.:** 1

**Subject:** Signing Authority for Purchasing and Claims Administration

**Description:** Review of current signing authority for purchasing authority as outlined by resolution and review of County Code 2.32 Damage Claim Procedures outlining claim settlement signing authority.

**Attachment:** Exhibit A Purchasing Authority, ICC 2.32 Damage Claim Procedures

**Request:** (Check boxes that apply)

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input checked="" type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable

Exhibit A

PURCHASING AUTHORITY

1. Departments shall follow procedures for the purchase of materials, equipment, supplies, and services as outlined in the Island County Code. Nothing in the memorandum supersedes any requirements contained in Island County Code and RCWs.
2. Purchasing of material, equipment, and supplies (including minimal related services) by Department heads covered by this policy shall not exceed \$10,000, except the Information Technology Director who shall not exceed \$20,000, and the Public Works Director and Facilities Director who shall not exceed \$50,000 including sales tax, freight, handling, and other incidental charges, without Board approval.
3. Purchases of professional and personal services by Department heads shall not exceed \$10,000, except for the Information Technology Director shall not exceed \$20,000; and the Public Works Director and Facilities Director shall not exceed \$50,000 without Board Approval.
4. Purchases and contracts (including approval of related plans, specifications, and cost estimates) for public work projects and ordinary maintenance by Department Heads shall not exceed \$10,000 except for the Information Technology Director which shall not exceed \$20,000; and the Public Works Director and Facilities Director shall not exceed \$50,000 without Board approval.
5. ~~Purchases of material, equipment, and supplies (including minimal related services) and purchases and contracts (including approval of related plans, specifications, and cost estimates) for public work projects and ordinary maintenance exceeding the limits established for Department Heads herein, in an amount not to exceed \$100,000, may be approved and authorized by the County Administrator.~~
6. ~~Purchases of professional and personal services exceeding the limits established for Department Heads herein, in an amount not to exceed \$100,000, may be approved and authorized by the County Administrator.~~
7. Departments shall have a written policy if a department head chooses to delegate approval and/or signature authority for any contract or purchase exceeding \$500. A current copy of a department's purchasing policy shall be approved by the Board and filed with the County Auditor.
8. Purchases of professional and personal services, public works, and ordinary maintenance, regardless of the amount shall be submitted to the Risk Manager for review and approval.
9. Written Purchase Orders should be used whenever possible in acquiring materials, equipment, supplies, and services exceeding \$500.
10. The term of any purchase or purchase order for materials, equipment, supplies, and services (including amendments and time extensions) shall not exceed a time period of one (1) year without approval of the Board.

## Chapter 2.32 Damage Claims Procedures

### 2.32.010 Claim for damages form, availability.

The county risk manager shall maintain an Island County standard tort claim form and standard tort claim packet with instructions on how the form is to be presented, which conform with the requirements of RCW 4.96.020. The county risk manager shall supply a copy of the standard tort claim form and packet to any person upon request. All claims for damages against Island County, its officers, employees, or volunteers, involving injuries from health care are governed solely by the procedures set forth in Chapter 7.70 RCW and are exempt from chapter 2.32.

(Res. R-35-75, July 14, 1975, vol. 15, p. 361; amended by Ord. C-83-91, May 13, 1991, vol. 32, p. 359; amended by Ord. C-60-97, November 17, 1997, vol. 41, p. 194; amended by Ord. C-04-10, January 11, 2010, vol. 2010, p. 5)

(Ord. No. C-97-20, Att. A, 12-1-2020)

### 2.32.020 Reserved.

Ord. No. C-97-20, Att. A, adopted Dec. 1, 2020, repealed former § 2.32.020 which pertained to prohibition, and derived from Res. R-35-75, adopted July 14, 1975, vol. 15, p. 361.

### 2.32.030 Receipt and referral of claims.

- A. All claims shall be completed on the form provided by the county (additional documents relating to the claim may be attached to the claim form) and filed with the county risk manager.
- B. The county risk manager shall receive and file all damage claims. The name and business address where the risk manager may be reached during normal business hours shall be recorded with the county auditor. The risk manager shall furnish a copy of the claim to the head of the department allegedly responsible. When appropriate, the risk manager shall also submit the claim to an insurer.

(Res. R-35-75, July 14, 1975, vol. 15, p. 361; amended by Res. C-05-88, February 1, 1988, vol. 28, p. 7; amended by Ord. C-83-91, May 13, 1991, vol. 32, p. 359; amended by Ord. C-60-97, November 17, 1997, vol. 41, p. 194; amended by Ord. C-78-01, July 2, 2001, vol. 45, p. 369)

(Ord. No. C-97-20, Att. A, 12-1-2020)

### 2.32.040 Investigation.

The county risk manager shall investigate the claim, and may retain outside professional claims service assistance, when necessary. Formal reports concerning any claim will be requested from all interested departments.

(Res. R-35-75, July 14, 1975, vol. 15, p. 361; amended by Res. C-05-88, February 1, 1988, vol. 28, p. 7; amended by Ord. C-83-91, May 13, 1991, vol. 32, p. 359)

(Ord. No. C-97-20, Att. A, 12-1-2020)

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**2.32.050 Approval of claims for minor damages to property only for ten thousand dollars (\$10,000.00) or less—County risk manager.**

If following investigation of a claim for minor damages to property only and a determination that the claim or a portion thereof should be approved for a total sum of ten thousand dollars (\$10,000.00) or less, the county risk manager shall, upon receipt of a properly executed release approved by the prosecuting attorney, have authority to approve payment of the claim.

(Res. R-35-75, July 14, 1975, vol. 15, p. 361; amended by Ord. C-83-91, May 13, 1991, vol. 32, p. 359; amended by Ord. C-35-08, May 5, 2008, vol. 2008, p. 163)

(Ord. No. C-97-20, Att. A, 12-1-2020; Ord. No. C-27-23, Exh. A, 5-23-2023)

Ord. No. C-97-20, Att. A, adopted Dec. 1, 2020, changed the title of § 2.32.050 from "Approval, rejection or referral" to read as herein set out.

**2.32.060 Approval of claim settlement for one hundred thousand dollars (\$100,000.00) or less—County Administrator.**

If following investigation of a claim not subject to section 2.32.050 of the Island County Code and a determination that the claim or a portion thereof should be approved for a total sum of one hundred thousand dollars (\$100,000.00) or less, the County Administrator shall, upon receipt of a properly executed release approved by the prosecuting attorney, have authority to approve payment of the claim.

(Ord. No. C-27-23, Exh. A, 5-23-2023)

Ord. No. C-97-20, Att. A, adopted Dec. 1, 2020, repealed former § 2.32.060 which pertained to notification, and derived from Res. R-35-75, adopted July 14, 1975, vol. 15, p. 361; Ord. No. C-83-91, adopted May 13, 1991, vol. 32, p. 359; and Ord. No. C-60-97, adopted Nov. 17, 1997, vol. 41, p. 194.

**2.32.070 Reserved.**

Ord. No. C-97-20, Att. A, adopted Dec. 1, 2020, repealed former § 2.32.070 which pertained to payment of approved claim, and derived from Res. R-35-75, adopted July 14, 1975, vol. 15, p. 361.

**2.32.080 Time for filing claim.**

All claims for damages against Island County, or any Island County officer or employee, must be filed with the county risk manager within the period specified in the appropriate statute of limitations.

(Ord. C-83-91, May 13, 1991, vol. 32, p. 359; amended by Ord. C-60-97, November 17, 1997, vol. 41, p. 194)

(Ord. No. C-97-20, Att. A, 12-1-2020)

**2.32.090 Time for commencement of lawsuit.**

No lawsuit or other action shall be commenced against Island County or any Island County officer or employee for damages until sixty (60) days have elapsed after the claim for damages is presented to and filed with the county risk manager. The applicable period of limitations within which an action must be commenced shall be tolled during the sixty-day period.

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(Ord. C-83-91, May 13, 1991, vol. 32, p. 359; amended by Ord. C-60-97, November 17, 1997, vol. 41, p. 194)

(Ord. No. C-97-20, Att. A, 12-1-2020)

### **2.32.100 Severability.**

If any provision of this chapter, or its application to any person or legal entity or circumstances is held invalid, the remainder of this chapter, or the application of the provision to other persons or legal entities or circumstances shall not be affected.

(Ord. C-83-91, May 13, 1991, vol. 32, p. 359)



## ISLAND COUNTY PUBLIC HEALTH

### WORK SESSION AGENDA

MEETING DATE: 1/14/2026

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To: **Melanie Bacon, Chair**  
Board of Island County Commissioners  
From: Shawn Morris, Director

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Amount of time requested for agenda discussion. **30 minutes**

**DIVISION: Administrative**

**Agenda Item No.: 1**

**Subject: 2026 Work Plan - Review Project Charters**

**Description:** A review of the Project Charters derived from the 2026 Work Plan. This discussion ensures Board consensus on scope, timelines, and governance for key initiatives. Securing formal alignment on these foundational documents now will streamline decision-making and execution throughout the year.

**Attachment: Executive Summary, Project Charters**

**Request: (Check boxes that apply)**

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input checked="" type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**DIVISION: Dept of Natural Resources**

**Agenda Item No.: 2**

**Subject: Washington State Department of Ecology for the Island County Marine Resources Committee, Contract No.: OTGP-2026-IsCoPH-00104; \$75,000.**

**Description:** Contract with WA Department of Ecology is a one-time grant contract to fund the Island County Marine Resources Committee to conduct special projects between January 1, 2026, and December 31, 2027, including conducting shoreline education and armoring analyses, targeted outreach to shoreline property owners, and host workshops to increase shoreline stewardship actions.

**Attachment: Exec Summary, Contract**

**Request: (Check boxes that apply)**

<input checked="" type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** In process

**P.A. Review:** In process

# 2026 Public Health Workplan Projects

**Purpose:** Confirm scope, timeline, and governance authority for strategic initiatives. Please see attached project charters for additional details on project management, timelines, and next steps.

## Governance & Authority Standard

*Unless noted in charters, all projects follow this authority structure:*

- **Strategic Authority (BOCC):** Final adoption of Codes/Ordinances, budget approval, and convening of advisory bodies.
- **Operational Authority (PH Director):** Team oversight, delegation, and project management implementation strategy.

## Project Dashboard

Project	Critical Q1-Q2 Action	Lead Project Manager	Target Completion
<b>1. OSS Code Revisions (Ch. 8)</b>	<b>Q2:</b> Stakeholder Engagement Sessions.	Public Health Director/Deputy Director; Consultant	<b>Q4 2026</b> (Adoption)
<b>2. Wastewater Policy (Proviso)</b>	<b>Q1:</b> Determine funding source for QAP.	Public Health Director/Deputy Director (support); Consultant	<b>Q3 2026</b> (Policy/QA Plan)
<b>3. Water System Plan (CWSP)</b>	<b>Q1:</b> BOCC formally convenes the WUCC.	Hydrogeologist	<b>Q3 2026</b> (Update Plan)
<b>4. CHIP Implementation</b>	<b>Q2:</b> Launch "Thrive" Resource Directory.  <b>Q2:</b> Draft CVP App (Mobile Vax).	Deputy Public Health Director; Community Health Manager	<b>Q2 2026</b> (Thrive Launch)  <b>Q3</b> (Vax Proc)
<b>5. SmartGov Digital Intake</b>	<b>Q1:</b> Launch online portal for OSS permits.	SmartGov Permit Coordinator; EH Manager	<b>Q1 2026</b> (Go-Live)

# Project Charter 1: On-Site Code Revisions (Chapter 8 OSS)

## Part 1: Project Overview & Objectives

Project Name: Chapter 8 OSS Code Update & Cleanup

Project Manager: Public Health Director

Executive Sponsor: Board of County Commissioners (BOCC) / Board of Health

Date Created: December 22, 2025 | Version: 1.0

### 1.1 Project Purpose & Business Case

The primary driver is to finalize the Chapter 8 On-Site Sewage (OSS) code update to align with WAC 246-272A and integrate the OSS Mapping report findings into the Local Management Plan (LMP). The current code (8.07D) was last adopted in 2007. Additionally, this project addresses the need to add community system code sections for Proviso implementation and refine appeals and enforcement mechanisms.

### 1.2 SMART Objectives

- **Objective 1:** Select a consultant via RFP and complete stakeholder engagement regarding code changes by end of Q2 2026.
- **Objective 2:** Draft code revisions integrating OSS Mapping findings and community system criteria for initial review by Q2 2026.
- **Objective 3:** Achieve formal adoption of the updated Chapter 8 OSS code by the BOCC in Q4 2026.

### 1.3 Key Measures of Success (KPIs)

Metric	Baseline	Target
<b>WAC Alignment</b>	Non-Compliant (2007 Code)	100% Alignment with WAC 246-272A
<b>Stakeholder Engagement</b>	0 Sessions	100% of planned sessions complete (Q2)
<b>Adoption Status</b>	In Progress	Final Ordinance Signed (Q4)

## Part 2: Scope, Timeline & Governance

### 2.1 Project Scope

- **In-Scope:** RFP/Consultant selection, stakeholder engagement, drafting Chapter 8 revisions, integrating OSS Mapping report into LMP, community system code sections, and refining appeals/enforcement.
- **Out-of-Scope:** Changes to codes unrelated to Chapter 8.

## 2.2 High-Level Timeline & Milestones

Milestone	Key Deliverable	Target Date
<b>M1: Consultant Onboarding</b>	RFP Issued & Consultant Selected	End of Q1 2026
<b>M2: Engagement</b>	Stakeholder Engagement Sessions Complete	End of Q2 2026
<b>M3: Draft Review</b>	Draft Development & OSS Mapping Integration	End of Q3 2026
<b>M4: Adoption</b>	Final Code Adoption by BOCC	End of Q4 2026

## 2.3 Governance, Authority & Conflict Resolution

- **Final Decision Authority:** The **BOCC** holds final authority on code adoption. The **PH Director** holds authority over technical drafting, consultant management, and scope execution.
- **Conflict Resolution:**
  - **Level 1 (Direct):** Parties (e.g., EH Staff, Planning) attempt to resolve via a "Solution-First" meeting.
  - **Level 2 (PM Mediation):** PH Director facilitates a decision based on WAC requirements and Charter goals.
  - **Level 3 (Escalation):** If no resolution is found within 3 business days, the issue is escalated to the BOCC for a final, binding decision.

## Part 3: RACI, Communication & Sign-Off

### 3.1 RACI Matrix

*R=Responsible, A=Accountable, C=Consulted, I=Informed*

Deliverable / Activity	PH Director (PM)	Consultant (Lead)	EH Team	Planning / PW / PA	BOCC
<b>RFP &amp; Selection</b>	A/R	I	C	C	I
<b>Stakeholder Mtgs</b>	A	R	C	I	I
<b>Code Drafting</b>	A	R	C	C	I
<b>Final Adoption</b>	R	C	I	I	A

## 3.2 Communication Plan

Meeting/Update	Frequency	Audience	Purpose
<b>Consultant Check-in</b>	Weekly	PH Director, Consultant	Track drafting progress and hours

<b>Stakeholder Workshop</b>	Ad-hoc (Q2)	Community, Builders, OSS Professionals	Gather feedback on proposed code changes
<b>Dept. Coordination</b>	Monthly	Planning, PW, PA, ICSO	Ensure alignment with other county codes
<b>BOCC/BOH Update</b>	Quarterly	Commissioners/Board	Status report on timeline and major blockers

# Project Charter 2: Wastewater Proviso Policy Implementation

## Part 1: Project Overview & Objectives

Project Name: Wastewater Proviso Policy Implementation

Project Manager: Public Health Director & EH Manager

Executive Sponsor: Board of County Commissioners (BOCC) / Board of Health

Date Created: December 22, 2025 | Version: 1.0

### 1.1 Project Purpose & Business Case

To modernize local wastewater policy by adding community criteria to ICC 8.07D. If funded, the project will establish a QA plan for testing local public domain technology. If unfunded, the focus shifts to advocacy and applying for local grant funding to develop QA plan. This ensures the county is actively pursuing new wastewater technologies and regulatory modernization.

### 1.2 Objectives

- **Objective 1:** Secure engineering consultant services to create a QA plan for local public domain tech (if funded) by end of Q1 2026.
- **Objective 2:** Complete addition of community criteria to ICC 8.07D by Q3 2026.
- **Objective 3:** Submit applications for RCD/REIT funding if legislative funding for pilots is not provided in Q1 2026.

### 1.3 Key Measures of Success (KPIs)

Metric	Baseline	Target
Policy Update	Current ICC 8.07D	Community Criteria Added (Q3)
QA Plan	None	Plan Created (If Funded)

## Part 2: Scope, Timeline & Governance

### 2.1 Project Scope

- **In-Scope:** Consultant hiring, workgroup convening, QA plan creation (conditional), legislative advocacy, RCD/REIT grant application.
- **Out-of-Scope:** Implementation of pilots (unless funding secured separate from this planning phase).

### 2.2 High-Level Timeline & Milestones

Milestone	Key Deliverable	Target Date

<b>M1: Funding Check</b>	Determine Leg. Funding / Apply for Grants	End of Q1 2026
<b>M2: Workgroup</b>	Convene Workgroup & Retain Consultant	End of Q1 2026
<b>M3: Draft Policy</b>	QA Plan & Criteria Drafted	Q2 2026
<b>M4: Final Policy</b>	Criteria Added to ICC 8.07D	End of Q3 2026

### 2.3 Governance, Authority & Conflict Resolution

- **Final Decision Authority:** PH Director guides grant strategy under direction of BOCC. BOCC approves code changes.
- **Conflict Resolution:**
  - **Level 1 (Direct):** Technical disagreements resolved between Consultant and EH Staff.
  - **Level 2 (PM Mediation):** PH Director determines direction based on available funding.
  - **Level 3 (Escalation):** Unresolved policy issues escalated to BOCC.

### Part 3: RACI, Communication & Sign-Off

#### 3.1 RACI Matrix

*R=Responsible, A=Accountable, C=Consulted, I=Informed*

Deliverable / Activity	PH Director (PM)	Consultant (Lead)	EH Manager	Planning / PW	BOCC
Grant Application	A/R	C	R	I	I
Workgroup Lead	A	R	A/R	I	I
QA Plan Creation	A	R	C	C	I
Advocacy (If Unfunded)	R	NA	C	I	A

### 3.2 Communication Plan

Meeting/Update	Frequency	Audience	Purpose
Workgroup Mtg	Monthly	Workgroup Members	Review QA plan progress and criteria.
Grant Status	Bi-Weekly (Q1)	PH Leadership	Monitor legislative status and RCD/REIT application if needed.
Legislative Update	Ad-hoc	BOCC	Update on state funding availability and progress.

### 3.3 Project Risks & Assumptions

- **Top Risk:** Legislative funding is denied -> **Mitigation:** Immediate pivot to RCD/REIT grant application in Q1.
- **Assumption:** Consultant availability matches the Q1 timeline.

# Project Charter 3: CWSP Recommendations Review

## Part 1: Project Overview & Objectives

Project Name: CWSP Recommendations Review

Project Manager: Hydrogeologist

Executive Sponsor: Board of County Commissioners (BOCC) / Board of Health / Public Health Director

Date Created: December 22, 2025 | Version: 1.0

### 1.1 Project Purpose

The CWSP was last updated significantly in 1990. This project aims to review WRAC and CWSP update recommendations with the Water Utility Advisory Council (WUCC) to ensure water system planning meets current and future county needs.

### 1.2 Objectives

- **Objective 1:** BOCC to formally convene the WUCC by end of Q1 2026.
- **Objective 2:** Conduct four (4) review meetings with the WUCC between Q1 and Q2 2026 to process recommendations.
- **Objective 3:** Submit final recommendations and Update Plan to the BOCC/BOH by end of Q3 2026.

### 1.3 Key Measures of Success (KPIs)

Metric	Baseline	Target
WUCC Convening	Not Convened	Convened (Q1)
Meetings Held	0	4 Meetings (Q2)
Final Delivery	Draft Recommendations	Final Report to BOCC (Q3)

## Part 2: Scope, Timeline & Governance

### 2.1 Project Scope

- **In-Scope:** Convening WUCC, reviewing WRAC and CWSP recommendations, ranking priority updates, presentation to BOH/BOCC.
- **Out-of-Scope:** Implementation of the new water infrastructure; changes to water rights (Department of Ecology jurisdiction).

### 2.2 High-Level Timeline

Milestone	Key Deliverable	Target Date

<b>M1: Convene</b>	BOCC Convenes WUCC	Q1 2026
<b>M2: Review Cycle</b>	4 Review Meetings Completed	End of Q2 2026
<b>M3: Final Handoff</b>	Recommendations/Update Plan to BOCC	Q3 2026

### 2.3 Governance, Authority & Conflict Resolution

- **Final Decision Authority:** BOCC has authority to convene WUCC and accept recommendations. PH Director manages the review process.
- **Conflict Resolution:**
  - **Level 1 (Direct):** WUCC members debate recommendations in scheduled meetings.
  - **Level 2 (PM Mediation):** PH Director facilitates consensus or notes dissenting opinions in the final report.
  - **Level 3 (Escalation):** BOCC makes final policy decision on disputed recommendations.

### Part 3: RACI, Communication & Sign-Off

#### 3.1 RACI Matrix

R=Responsible, A=Accountable, C=Consulted, I=Informed

Deliverable / Activity	Hydrogeologist (PM)	PH Director	WUCC Members	Planning / PW	BOCC
Convene WUCC	R	A	I	C	I
Conduct Reviews	A	A	R	C	I
Draft Report	A/R	A	A/R	C	I
Final Presentation	R	C	I	I	A

#### 3.2 Communication Plan

Meeting/Update	Frequency	Audience	Purpose
WUCC Meeting	4x (Q1-Q2)	PCD, PH, Purveyors	Review and debate CWSP recommendations
BOCC Briefing	Quarterly	Commissioners	Update on WUCC progress
Internal Sync	Monthly	EH Team, Planning	Align on technical data for WUCC

#### 3.3 Project Risks & Assumptions

- **Top Risk:** WUCC members cannot agree on recommendations -> **Mitigation:** PM to use "majority rule" with minority reports for the BOCC.

- **Assumption:** Major Water Purveyors (>50 connections) are willing to participate.

# Project Charter 4: CHIP Development

## Part 1: Project Overview & Objectives

Project Name: CHIP Development

Project Manager: Public Health Deputy Director

Executive Sponsor: Board of County Commissioners (BOCC) / Board of Health

Date Created: December 22, 2025 | Version: 1.0

### 1.1 Project Purpose

To continue the development of the CHIP which addresses priorities identified in the Community Health Assessment (CHA). This includes two critical special projects: the launch of the Thrive Resource Directory and the establishment of Mobile Vaccination Clinics (including CVP application).

### 1.2 Objectives

- **Objective 1:** Complete and approve the final draft of the CHIP by early Q2 2026.
- **Objective 2:** Develop and launch the Thrive Resource Directory by the end of Q2 2026.
- **Objective 3:** Finalize procedures for mobile vaccination clinics and submit the Childhood Vaccine Program (CVP) application by Q3 2026.

### 1.3 Key Measures of Success (KPIs)

Metric	Baseline	Target
CHIP Status	In Drafting	Final Approved (Q2)
Thrive Directory	Non-Existent	Live/Public (Q2)
Mobile Vax Ops	No Procedures	Procedures/App Final (Q3)

## Part 2: Scope, Timeline & Governance

### 2.1 Project Scope

- **In-Scope:** CHIP finalization, Thrive Resource Directory launch, Mobile Vaccination Clinic procedures, CVP application.
- **Out-of-Scope:** Clinical delivery of vaccines (this charter covers the *procedures and application* phase, not ongoing clinical ops).

### 2.2 High-Level Timeline & Milestones

Milestone	Key Deliverable	Target Date
M1: CHIP Final	Final CHIP Draft Complete	Early Q2 2026

<b>M2: Thrive Launch</b>	Thrive Resource Directory Live	End of Q2 2026
<b>M3: Vaccine Procedures</b>	Mobile Clinic Proc. & CVP App	Q3 2026

### 2.3 Governance, Authority & Conflict Resolution

- **Final Decision Authority:** PH Director has final sign-off on CHIP strategies. Deputy Director manages resources for Thrive/Vax projects.
- **Conflict Resolution:**
  - **Level 1 (Direct):** CH Team and Human Services resolve operational overlaps.
  - **Level 2 (PM Mediation):** Deputy Director resolves resource conflicts between Thrive and Vax streams.
  - **Level 3 (Escalation):** PH Director makes final decision on strategic priorities under direction of BOCC.

### Part 3: RACI, Communication & Sign-Off

#### 3.1 RACI Matrix

R=Responsible, A=Accountable, C=Consulted, I=Informed

Deliverable / Activity	PH Deputy (PM)	PH Director (Lead)	CH Mgr (Lead Vax)	CH Team / HS	BOCC
CHIP Finalization	R	A	C	C	I
Thrive Launch	R	R	I	C	I
Mobile Vax Proc.	A	I	R	C	I
CVP Application	A	I	R	I	I

#### 3.2 Communication Plan

Meeting/Update	Frequency	Audience	Purpose
CHIP Steering	Monthly	Stakeholders/HS	Review CHIP priorities and Thrive progress
Vax Ops Sync	Bi-Weekly	CH Team	Develop mobile clinic procedures
Launch Comms	Marketing (Q2)	Public	Share and distribute Thrive Directory, following community engagement and beta-testing.

#### 3.3 Project Risks & Assumptions

- **Top Risk:** CVP Application rejection or delay -> **Mitigation:** Pre-review application with DOH liaison in Q2.

- **Assumption:** Community Based Organizations (CBOs) will collaborate on Thrive data population.

# Project Charter 5: Digital Permit Intake

## Part 1: Project Overview & Objectives

Project Name: SmartGov Digital Permit Intake (OSS Focus)

Project Manager: Permit Software Coordinator and EH Manager, supported by PH Director, Deputy Director

Executive Sponsor: Board of County Commissioners (BOCC)

Date Created: December 22, 2025 | Version: 1.0

### 1.1 Project Purpose

To transition the intake of OSS (New & Repairs) and Start Cards to a fully digital workflow. This increases efficiency, reduces paper waste, and integrates with Bluebeam for plan review. Educational videos will also be developed to support user adoption.

### 1.2 Objectives

- **Objective 1:** Launch digital permit intake for OSS and Burn Permits and initialize Bluebeam integration by end of Q1 2026.
- **Objective 2:** Complete full Bluebeam integration for OSS and conduct stakeholder outreach by end of Q2 2026.
- **Objective 3:** If funding allows, develop educational videos for the new system using FPHS Communications funding in Q3-Q4 2026.

### 1.3 Key Measures of Success

Metric	Baseline	Target
Digital Intake	0% (Paper)	100% Availability (Q1)
Bluebeam Use	Manual	Integrated Workflow (Q2)
Ed. Content	None	Videos Published (Q4) (if funding)

## Part 2: Scope, Timeline & Governance

### 2.1 Project Scope

- **In-Scope:** Digital intake configuration for OSS & Burn permits, Bluebeam integration, stakeholder training/outreach, educational video creation.
- **Out-of-Scope:** Hardware procurement (assumed existing); changes to actual permit process.

### 2.2 High-Level Timeline

Milestone	Key Deliverable	Target Date

<b>M1: Launch</b>	OSS/Burn Intake Live & Bluebeam Integration	Q1 2026
<b>M2: Integration</b>	Bluebeam Complete & Outreach Done	Q2 2026
<b>M3: Education</b>	Educational Video Development	Q3-Q4 2026

### 2.3 Governance, Authority & Conflict Resolution

- **Final Decision Authority:** **PH Director** (Accountable) has authority to implement project as outlined in charter. **BOCC** has authority overall.
- **Conflict Resolution:**
  - **Level 1 (Direct):** Software Manager and EH Team resolve technical bugs.
  - **Level 2 (PM Mediation):** Software Manager advises on workflow preference vs system capability.
  - **Level 3 (Escalation):** PH Director makes final call on system configuration if it impacts budget or timeline.

### Part 3: RACI, Communication & Sign-Off

#### 3.1 RACI Matrix

*R=Responsible, A=Accountable, C=Consulted, I=Informed*

Deliverable / Activity	Software Coord (PM)	PH Director / Deputy (Acct)	EH Manager (Resp)	EH Team	BOCC
System Config	R	A	R	R	I
Workflow Design	C	A	R	R	I
Bluebeam Integ.	R	A	R	R	I
Video Creation	R	I	I	C	I

#### 3.2 Communication Plan

Meeting/Update	Frequency	Audience	Purpose
Tech Implementation	Weekly	EH Manager, Software Manager	Review bugs and configuration status
Stakeholder Training	Q2 (Series)	Contractors/Public	Train users on new digital portal
Adoption Report	Monthly	PH Director/BOCC	Report on % of digital vs paper submissions

### 3.3 Project Risks & Assumptions

- **Top Risk:** User resistance to digital portal -> **Mitigation:** Q2 Stakeholder Outreach and educational videos.
- **Assumption:** FPHS Communications funding is approved and available for video production.

**Washington State Department of Ecology for  
Island County Marine Resources Committee  
Contract No.: OTGP-2026-IsCoPH-00104**

**- Executive Summary -**

<b>Summary</b>	<p>Contract OTGP-2026-IsCoPH-00104 with Washington State Department of Ecology (Ecology) is a one-time grant contract to fund the Island County Marine Resources Committee to conduct special projects between January 1, 2026, and December 31, 2027, with the goal of improving the health of local marine and nearshore ecosystem in Island County. These include working on a coordinated approach to derelict vessel prevention and facilitating safe, informative, and effective abandoned and derelict vessel removal in Island County, and collaborating on a multi-year effort involving multiple partner organizations to prevent and remove derelict crab pots in Skagit Bay.</p>
<b>Policy and Regulatory Context</b>	<p>Island County Marine Resources Committee (MRC) is an advisory body to county government established in 1999 and comprised of community volunteers, with the common goal to protect and restore marine resources in the Puget Sound area through scientific monitoring, restoration projects, and community education. The MRC's purpose is to investigate, research, and identify local marine resources, and marine resource and habitat issues; recommend remedial actions to Island County agencies and authorities.</p>
	<p><b><u>Equity Lens</u></b></p> <p>The MRC includes 12 citizen members that represent all three jurisdictions in the County, including recreational fishing, boating, science, the environment, local government, ports, tribes, higher education, and resource management. The group has worked hard to recruit more diverse perspectives to take part in board work; currently we have two indigenous members/staff, the Navy, a Port Commissioner, and a schoolteacher, and are working to find representatives of the agricultural community, shoreline homeowners, and other groups.</p> <p>The MRC is also working to educate broader audiences by hosting more events in the Oak Harbor area, and continues to implement the Diversity, Equity, and Inclusion Subcommittee formed in 2022.</p>
	<p><b><u>Climate Lens</u></b></p> <p>The MRC has invested substantial time and resources into the pursuit of better understanding the impacts of climate change, especially sea level rise, on the shorelines of Island County. The Committee drafted a sea level rise white paper for the review and use of the BOCC, as well as actively involved with the Comprehensive Plan update, Shoreline Master Plan update, and many other collaborative efforts that require thorough analysis of climate impacts.</p>
<b>Fiscal Impact</b>	<p>This one-time grant agreement provides the MRC with \$75,000 in work. No matching funds from the County are required.</p>
<b>Recommendation</b>	<p>Accept the one-time grant monies by approving and signing this contract.</p>



## Agreement No. OTGP-2026-IsCoPH-00104

### ONE TIME GRANT PROGRAM 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.

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### GENERAL INFORMATION

Project Title:	Island County Marine Resources Committee Projects 2026-2027
Total Cost:	\$75,000.00
Total Eligible Cost:	\$75,000.00
Ecology Share:	\$75,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/01/2026
The Expiration Date of this Agreement is no later than:	12/31/2027
Project Type:	Ecology Grant

Project Short Description:

This grant will be used to fund the Island County Marine Resources Committee (MRC) (RECIPIENT) projects from January 1, 2026, through December 31, 2027.

Project Long Description:

This agreement provides for grant administration and implementation of projects for the RECIPIENT. These include:

A. Abandoned and derelict vessels: The RECIPIENT will focus on a coordinated approach to derelict vessel prevention and facilitate safe, informative, and effective abandoned and derelict vessel removal in Island County.

B. Derelict crab pot prevention and removal: The RECIPIENT will collaborate on a multi-year effort involving

Agreement No: OTGP-2026-IsCoPH-00104

Project Title: Island County Marine Resources Committee Projects 2026-2027

Recipient Name: Island County

multiple partner organizations to prevent and remove derelict crab pots in Skagit Bay.

Overall Goal:

The overall goal of this grant is to improve the health of local marine and nearshore ecosystem in Island County.

Agreement No: OTGP-2026-IsCoPH-00104

Project Title: Island County Marine Resources Committee Projects 2026-2027

Recipient Name: Island County

**RECIPIENT INFORMATION**

Organization Name: Island County

Federal Tax ID: 91-6001321

UEI Number: 193740040000

Mailing Address: 1 NE 7th Street  
Coupeville, WA 98239Physical Address: 1 NE 6th Street  
Coupeville, Washington 98239

Organization Fax: (360) 679-7390

**Contacts**

<b>Project Manager</b>	Elise Adams  1 NE 6th St Coupeville, Washington 98239 Email: <a href="mailto:e.adams@islandcountywa.gov">e.adams@islandcountywa.gov</a> Phone: (360) 678-7807
<b>Billing Contact</b>	Renee Lohmann Accounting Supervisor  1 NE 6th Street Coupeville, Washington 98239 Email: <a href="mailto:r.lohmann@islandcountywa.gov">r.lohmann@islandcountywa.gov</a> Phone: (360) 678-7889
<b>Authorized Signatory</b>	Melanie Bacon Island County Commissioner  1 NE 6th St Coupeville, Washington 98239 Email: <a href="mailto:district1@islandcountywa.gov">district1@islandcountywa.gov</a> Phone: (360) 678-7807

Agreement No: OTGP-2026-1sCoPH-00104

Project Title: Island County Marine Resources Committee Projects 2026-2027

Recipient Name: Island County

## 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

<b>Project Manager</b>	Sasha Horst  Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: <a href="mailto:horst@nwstraits.org">horst@nwstraits.org</a> Phone: (360) 428-1084
<b>Financial Manager</b>	Cindy James Financial Manager  PO Box 47600 Olympia, Washington 98504-7600 Email: <a href="mailto:cjam461@ecy.wa.gov">cjam461@ecy.wa.gov</a> Phone: (360) 407-6485
<b>Technical Advisor</b>	Dana Oster  Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: <a href="mailto:DAOS461@ecy.wa.gov">DAOS461@ecy.wa.gov</a> Phone: (360) 428-1043

Agreement No: OTGP-2026-IsCoPH-00104

Project Title: Island County Marine Resources Committee Projects 2026-2027

Recipient Name: Island County

**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:

---

Joenne McGerr

Date

Shorelands

Program Manager

Template Approved to Form by  
Attorney General's Office

By:

---

Melanie Bacon

Date

Island County Commissioner

Agreement No: OTGP-2026-IsCoPH-00104

Project Title: Island County Marine Resources Committee Projects 2026-2027

Recipient Name: Island County

## SCOPE OF WORK

Task Number: 1 **Task Cost:** \$35,700.00

Task Title: 1. Grant and Project Management

**Task Description:**

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and inter-local agreement requirements; application of, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designee; the department; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement. Budget deviations are allowed between budget objects, e.g., the RECIPIENT may spend less money on one task and more on another, but under no circumstances may the RECIPIENT exceed the total project cost. The approval of the ECOLOGY Project Manager is required for this deviation.

C. The RECIPIENT will lead ongoing project coordination and planning for future project phases. Responsibilities will include: coordinating with volunteer leads and project teams to develop, refine, and implement project strategies; facilitating regular communication among volunteer participants and project staff; and ensuring volunteer activities align with project objectives, timelines, and compliance requirements. The RECIPIENT will identify future project needs and provide guidance to support effective task organization and documentation. The RECIPIENT will ensure that planning efforts and volunteer coordination activities are documented and integrated into overall project management and reporting requirements.

**Task Goal Statement:**

Properly manage and fully document the project in accordance with ECOLOGY's grant administration requirements.

**Task Expected Outcome:**

Properly maintained project documentation.

**Recipient Task Coordinator:** Elise Adams

### 1. Grant and Project Management

**Deliverables**

Number	Description	Due Date
1.1	Payment Requests/Progress Reports (PRPR)	
1.2	Recipient Close Out Report (RCOR) due by agreement expiration	12/31/2027

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$9,600.00

Task Title: 2. Abandoned and Derelict Vessels

**Task Description:**

Island County shoreline collects a significant number of abandoned and derelict vessels and other marine debris. Island County government does not have an existing program to address this marine debris or derelict vessels.

The RECIPIENT will:

2.1 Develop Island County specific educational material about abandoned and derelict vessels, and present material to marinas, ports, and homeowner's associations (HOA).

2.2 Develop partnerships with Island County Sheriff's Department, Island County Ports, Solid Waste Department, local HOAs, and marinas to collaborate on creating and updating a spreadsheet of vessels of concern and removal actions.

2.3 Work with the Island County Sheriff's Department to verify, report, and facilitate the removal of abandoned and derelict vessels.

2.4 Investigate the potential to host a vessel turn-in event in Island County in 2026 or 2027.

The RECIPIENT will submit an annual project report, summarizing project activities and results for each year.

**Task Goal Statement:**

The goal of this task is to facilitate the development of a county-funded abandoned and derelict vessel program that will prevent vessels from becoming derelict and proactively remove at-risk vessels.

**Task Expected Outcome:**

The expected outcomes of this task are a mechanism for identifying and reporting vessels of concern will be established in Island County. Educational materials will be available for marinas, ports and other entities. If partner resources allow, a vessel turn-in event will be held in Island County.

**Recipient Task Coordinator:** Kelly Webb

Agreement No: OTGP-2026-IsCoPH-00104

Project Title: Island County Marine Resources Committee Projects 2026-2027

Recipient Name: Island County

## 2. Abandoned and Derelict Vessels

### Deliverables

Number	Description	Due Date
2.1	Copy of educational materials produced. Upload to EAGL.	
2.2	Year one project report (including summary of presentations made, list of partners, status of shared reporting email, copy of vessel of concern spreadsheet, summary of any removals, and status of potential vessel turn-in event). Upload to EAGL.	
2.3	Year two project report (including summary of presentations made, list of partners, status of shared reporting email, copy of vessel of concern spreadsheet, summary of any removals, and status of potential vessel turn-in event). Upload to EAGL.	

## SCOPE OF WORK

Task Number: 3 **Task Cost:** \$29,700.00

Task Title: 3. Derelict Crab Pot Prevention and Removal

**Task Description:**

Through a collaborative approach across multiple organizations, the RECIPIENT will:

3.1 Participate and assist in coordinating a Derelict Crab Gear Advisory Committee in collaboration with Skagit MRC, Swinomish Indian Tribal Community, and NW Straits Foundation.

3.2 Identify areas of high-density crabbing in Skagit Bay and Oak Harbor for potential derelict crab pot removals, and coordinate with the Advisory Committee to prioritize target areas for side-scan sonar surveys.

3.3 Contract to complete side-scan sonar surveys for at least two sites per year, resulting in a digital map with derelict pot target GPS locations, total area covered, and track line of surveys.

3.4 In partnership with collaborators, document the end-to-end process for derelict pot removal via remotely-operated vehicle (ROV), including assessment of the best use of ROV versus other removal techniques and the role ROV's could support for other MRC projects.

The RECIPIENT will hire a consultant(s) in accordance with the scope of work in this agreement. Services will be secured in accordance with the State of Washington procurement procedures.

The RECIPIENT will submit an annual project report, summarizing project activities and results for each year.

**Task Goal Statement:**

The goal of this task is to reduce crab mortality, other marine species mortality, and damage to marine habitat caused by lost shellfish pots.

**Task Expected Outcome:**

The expected outcomes of this task are an increased understanding of areas where derelict crab pots have accumulated, derelict crab pots are removed by collaborative partners, and ROV methodology will be documented for derelict crab pot and other projects.

**Recipient Task Coordinator:** Jeff Wheeler

### 3. Derelict Crab Pot Prevention and Removal

#### Deliverables

Number	Description	Due Date
3.1	Map of proposed high-density derelict gear areas to target for sidescan sonar. Upload to EAGL.	
3.2	Signed contract for sidescan sonar services. Upload to EAGL.	
3.3	Year one sidescan sonar survey results identifying precise derelict pot targets (digital map with GPS locations and track lines). Upload to EAGL.	
3.4	Year one project report (including contacts made, advisory committee activities, survey results and maps, summary of any removal operations conducted by partners, copy of any outreach materials). Upload to EAGL.	
3.5	Year two sidescan sonar survey results identifying precise derelict pot targets (digital map with GPS locations and track lines). Upload to EAGL.	
3.6	Year two project report (including contacts made, advisory committee activities, survey results and maps, summary of any removal operations conducted by partners, copy of any outreach materials). Upload to EAGL.	
3.7	Documentation of ROV process and methodology including assessment of applicability of ROV for other RECIPIENT projects. Upload to EAGL.	

## BUDGET

### Funding Distribution EG260418

**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: WA ECY Northwest Straits FY23  
Funding Type: Grant  
Funding Effective Date: 01/01/2026 Funding Expiration Date: 12/31/2026  
Funding Source:

Title: WA ECY Northwest Straits Marine Conservation Initiative FY23

Fund: FD  
Type: Federal  
Funding Source %: 100%

Description: This award number NA23NMF4690358 supports the work described in the Recipient's proposal entitled "WA ECY Northwest Straits Marine Conservation Initiative FY23," dated 03/27/2023 and revised 09/06/2023, which are incorporated into the award by reference.

Federal Awarding Agency: NOAA  
Federal Awarding Agency Contact: Catherine Schroeder  
Federal Awarding Agency Phone: (916) 642-9835  
Federal Awarding Agency Email: catherine.schroeder@noaa.gov  
Federal Awarding Agency Address: NMFS West Coast Regional Office (WCRO) 1201 Northeast Lloyd Boulevard, Suite 1100 Portland, OR 97232  
Congressionally Identified Awards and Projects

ALN Catalog Name:

ALN Number:	11.469
FAIN:	NA23NMF4690358
Research Grant:	10000229
Federal Award Date:	9/21/2023
Total Federal Award Amount:	\$3,000,000.00

Federal Funds Obligated To Recipient: \$43,800.00

Agreement No: OTGP-2026-1sCoPH-00104

Project Title: Island County Marine Resources Committee Projects 2026-2027

Recipient Name: Island County

Approved Indirect Costs Rate: De Minimis Rate per CFR §200.414

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? Yes

WA ECY Northwest Straits FY23	Task Total
1. Grant and Project Management	\$ 24,100.00
2. Abandoned and Derelict Vessels	\$ 4,800.00
3. Derelict Crab Pot Prevention and Removal	\$ 14,900.00
<b>Total: \$ 43,800.00</b>	

## BUDGET

### Funding Distribution EG260419

**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: WA ECY Northwest Straits FY24  
Funding Type: Grant  
Funding Effective Date: 01/01/2026 Funding Expiration Date: 12/31/2026  
Funding Source:

Title: WA ECY Northwest Straits Initiative FY24  
  
Fund: FD  
Type: Federal  
Funding Source %: 100%  
Description: This award supports the work described in the Recipient's proposal entitled "WA ECY Northwest Straits Marine Conservation Initiative FY24," dated 02/07/2025, which are incorporated into the award by reference.

Federal Awarding Agency: NOAA  
Federal Awarding Agency Contact: Janine Harris  
Federal Awarding Agency Phone: 301-427-8635  
Federal Awarding Agency Email: janine.harris@noaa.gov  
Federal Awarding Agency Address: 1315 East-West Highway, Silver Spring, MD 20910

ALN Catalog Name: Habitat Conservation

ALN Number: 11.463  
FAIN: NA25NMFX463C0077-T1-01  
Research Grant: No  
Federal Award Date: 8/12/2025  
Total Federal Award Amount: \$1,000,000.00  
  
Federal Funds Obligated To Recipient: \$31,200.00

Agreement No: OTGP-2026-1sCoPH-00104

Project Title: Island County Marine Resources Committee Projects 2026-2027

Recipient Name: Island County

Approved Indirect Costs Rate: De Minimis Rate per CFR §200.414

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? Yes

WA ECY Northwest Straits FY24	Task Total
1. Grant and Project Management	\$ 11,600.00
2. Abandoned and Derelict Vessels	\$ 4,800.00
3. Derelict Crab Pot Prevention and Removal	\$ 14,800.00
<b>Total: \$ 31,200.00</b>	

## Funding Distribution Summary

### Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
WA ECY Northwest Straits FY23	0.00 %	\$ 0.00	\$ 43,800.00	\$ 43,800.00
WA ECY Northwest Straits FY24	0.00 %	\$ 0.00	\$ 31,200.00	\$ 31,200.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 75,000.00</b>	<b>\$ 75,000.00</b>

### AGREEMENT SPECIFIC TERMS AND CONDITIONS

#### Special Terms and Conditions

##### Outstanding NEPA Documentation and Restricted Availability of Funds

By accepting this award, the Recipient agrees to assist and cooperate with NOAA Fisheries in the preparation of any outstanding National Environmental Policy Act (NEPA) compliance documentation. For purposes of NEPA compliance, Phase 1 of the project includes meetings, planning, and design but does not include any on the ground activities. The activities for which work can proceed (as described above) will have no significant individual or cumulative adverse effects on the environment. The Recipient will not expend any funds for any implementation projects, which includes any restoration activities until impacts have been assessed, and NEPA compliance documentation has been completed by NOAA. At this time, there is no restriction on the amount of the total award funds available to the Recipient to complete Phase 1 tasks outlined above that have no significant adverse impacts on the environment. Recipients who plan any changes to the activities described in the award documentation approved by NOAA should contact their Federal Program Officer at least 90 days in advance of any changes, so that NOAA can confirm that all environmental compliance review is complete, and all documentation is in place.

##### Executive Order 14173: Ending Illegal Discrimination and Restoring Merit-Based Opportunity

This award term implements Executive Order 14173, 90 FR 8633 (Jan. 21, 2025), Ending Illegal Discrimination and Restoring Merit-Based Opportunity. By accepting this U.S. Department of Commerce financial assistance award, the recipient: (1) agrees that compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of Title 31 United States Code; and (2) certifies to the Department that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws.

##### Compliance with Applicable Laws, Obtaining Permits, and Consultation Requirements

The Recipient is required to comply with national policy requirements consistent with 2 CFR 200.300 and Department of Commerce Financial Assistance General Terms and Conditions, Section G., or any successor Section. The Recipient will ensure that implementation of the project will meet all Federal laws and regulations by obtaining all Federal, state, and local permits and consultations applicable to the project prior to expenditure of award funds for those activities requiring permits and consultations. This includes, but is not restricted to, consultations required under the Endangered Species Act, Magnuson-Stevens Fishery Conservation and Management Act (Essential Fish Habitat), National Historic Preservation Act, and Coastal Zone Management Act. The Recipient will be cognizant of all conditions and restrictions required by their permits and consultations, and will immediately halt activities and contact their NOAA Technical

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Monitor if events occur that threaten to violate the conditions or restrictions required by their permits and consultations. The Recipient should provide a list of Federal, tribal, state, and local permits acquired for this project by email to the NOAA Technical Monitor, and copies of permits or regulatory compliance may be requested.

### Outreach and Communications

Department of Commerce Financial Assistance General Term and Condition G.05.k.3., or any successor term, is supplemented as follows consistent with NOAA's collaboration on this project. When possible, the Recipient should coordinate with NOAA on outreach plans, events, products, and media coverage associated with the project. Only documents that include a NOAA logo or quote from NOAA staff must be reviewed by NOAA, with sufficient time for review. Grantees will provide copies of final outreach products, website mentions, press materials, photos, videos, etc. via the standard progress reports to NOAA, or when available throughout the award period. Grantees will provide NOAA with high-resolution before, during, and post-implementation photos of the project. Photos of the site prior to construction and during project implementation should be submitted with progress reports or as requested by NOAA.

### Acknowledgement of Project Contributors

The Recipient must display, where appropriate and practical, publicly visible signs indicating that the project has received funding from the NOAA Restoration Center. These signs should also identify other contributing partners. These contributions should also be acknowledged in all communications with the media and the public and in all outreach related to the projects, consistent with Department of Commerce Financial Assistance Standard Term and Condition G.05.k.3., or any successor term.

### Project Safety

The Recipient must have a written safety plan for management of the project, which should specifically address safety of project personnel, associates, visitors, and volunteers. The Recipient must conduct a safety briefing for volunteers immediately prior to their participation in hands-on restoration activities under this award. In addition, for any Self-Contained Underwater Breathing Apparatus (SCUBA) diving activities in a project, it is the responsibility of the Recipient to ensure that SCUBA divers are certified to a level commensurate with the type and conditions of the diving activity being undertaken. Furthermore, it is the responsibility of the Recipient to ensure that any SCUBA diving activities under this award meet, at a minimum, all applicable Federal, State, and local laws and regulations pertaining to the type of SCUBA diving being undertaken.

### Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration (NOAA) Financial Assistance Awards

#### I. Scientific Integrity

##### A. General Guidelines

1. **Maintaining Integrity.** The non-Federal entity shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.

2. **Peer Review.** The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

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3. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the non-Federal entity and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

4. Primary Responsibility. The non-Federal entity shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the non-Federal entity shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

By executing this grant, financial assistance award, or cooperative agreement the non-Federal entity provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

5. The non-Federal entity shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

#### B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. Initiating Investigation. If the non-Federal entity or subrecipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants officer and, unless otherwise instructed, the non-Federal entity or subrecipient shall:

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. Finalizing Investigation. When the investigation is complete, the non-Federal entity shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the non-Federal entity adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

#### C. Findings and Corrective Actions

If the non-Federal entity finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and

b. Coordinate remedial action with the grants officer.

#### II. Data Sharing Directive

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later than at time of publication). Therefore, non-Federal entities, or recipients, must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text

of the Directive is available at <https://nosc.noaa.gov/EDMC/PD.DSP.php>.

1. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine- readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.
2. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
3. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."
4. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
5. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.
6. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <https://repository.library.noaa.gov> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.
7. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

### III. Audit Findings Follow-up and Corrective Action

In accordance with 2 C.F.R. §200.511 and the Commerce Terms, an auditee is responsible for follow-up and corrective action on all audit findings. For information on the summary of prior year audit findings and the corrective action plan, please also refer to §200.511(b) (1) (2), and (3) (i) (ii) (iii), and refer to §200.516 Audit findings, paragraph (c). Paragraph (c) Corrective action plan of 2 C.F.R. §200.511 Audit Findings Follow-up, further states that at the completion of the audit, the auditee must prepare a corrective action plan to address each audit finding included in the current year auditor's reports. As defined in 2 CFR Part 200, a corrective action means action taken by the auditee that: (a) Corrects identified deficiencies; (b) Produces recommended improvements; or (c) Demonstrates that audit findings are either invalid or do not warrant auditee action. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action

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plan must include an explanation and specific reasons.

NOAA as the cognizant, oversight, or Federal awarding agency of the auditee is responsible for follow-up on audit findings to ensure that the auditee takes appropriate and timely corrective action. As part of audit follow-up, NOAA must: (i) issue a management decision as prescribed in §200.521 Management decision; and (ii) monitor the recipient taking appropriate and timely corrective action. For additional information on applicable Federal agency responsibilities of NOAA for follow-up with corrective actions, see §200.513 Responsibilities.

#### IV. Audit Resolution

Recipients that expend \$750,000 or more in Federal funds during the recipient's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with §200.501. As provided in §200.513, a Federal awarding agency is responsible for issuing a management decision for findings that relate to Federal awards it makes to recipients.

As further prescribed in DOC's Departmental Administrative Order (DAO) 213-5 and 2 C.F.R. Part 200 Subpart F, Department and operating unit personnel shall act promptly to resolve both the financial and nonfinancial issues identified in an audit report. Comments, arguments, and evidence (if any) submitted by the auditee and the operating unit shall be considered in resolving the findings. A DOC decision on the resolution of audit findings and recommendations will be made in accordance with the procedures and within the specified time frames identified in DAO 213-5.

The audit action official shall issue the Management Decision and Audit Resolution Determination. The Management Decision and Audit Resolution Determination will be maintained in the official grant file and a copy will be forwarded to the Program Officer.

Recipients are afforded the opportunity to appeal the Audit Resolution Determination. The appeal process is the last opportunity for auditees to provide evidence to support their disputes. NOAA will not accept any submission from a recipient regarding an appeal after the established deadline, unless requested by the Grants Officer, the Office of Inspector General, or the Office of the General Counsel.

After the Department renders a decision on an appeal, there are no other administrative appeals available.

An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due to DOC.

Recipients are responsible for the repayment of audit-related debts and for the collection of audit-related debts from their sub recipients where an audit has determined funds are owed. This does not relieve the recipient of liability for the debt.

#### Department of Commerce Financial Assistance Standard Terms and Conditions

This sets out the standard terms and conditions (ST&Cs) applicable to this U.S. Department of Commerce (DOC or Commerce) financial assistance award (hereinafter referred to as the DOC ST&Cs or Standard Terms). A non-Federal entity receiving a DOC financial assistance award must comply and require each of its subrecipients, contractors, and subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders (E.O.s), Office of Management and Budget (OMB) circulars, provisions of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200) (OMB Uniform Guidance), provisions of these Standard Terms, and any other terms and conditions incorporated into this DOC financial assistance award. In addition, unless otherwise provided by the terms and conditions of this DOC financial assistance award, Subparts A through E of 2 C.F.R. Part 200 and the Standard Terms are applicable to for-profit entities, foreign public entities and to foreign organizations that carry out a DOC financial assistance award.

This award is subject to the laws and regulations of the United States. Any inconsistency or conflict in terms and conditions specified in the award will be resolved according to the following order of precedence: federal laws and regulations, applicable notices published in the Federal Register, E.O.s, OMB circulars, DOC ST&Cs, agency standard

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award conditions (if any), and specific award conditions. A specific award condition may amend or take precedence over a Standard Term on a case-by-case basis, when indicated by the specific award condition.

Some of the Standard Terms herein contain, by reference or substance, a summary of the pertinent statutes, regulations published in the Federal Register or Code of Federal Regulations (C.F.R.), E.O.s, OMB circulars, or the certifications and assurances provided by applicants through Standard Forms (e.g., SF-424s) or through DOC forms (e.g. Form CD-511). To the extent that it is a summary, such Standard Term provision is not in derogation of, or an amendment to, any such statute, regulation, E.O., OMB circular, certification, or assurance.

## A. PROGRAMMATIC REQUIREMENTS

### .01 Other Federal Awards with Similar Programmatic Activities

The recipient must immediately provide written notification to the Grants Officer if, subsequent to receipt of the award, other financial assistance is received to support or fund any portion of the scope of work incorporated into the DOC award. DOC will not pay for costs that are funded by other sources.

### .02 Disclaimer Provisions

The United States expressly disclaims all responsibility or liability to the non-Federal entity or third persons (including but not limited to contractors) for the actions of the non-Federal entity or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any subaward, contract, or subcontract under this award.

The acceptance of this award or any subaward by the non-Federal entity does not in any way constitute an agency relationship between the United States and the non-Federal entity or the non-Federal entity's contractors or subcontractors.

## B. FINANCIAL REQUIREMENTS

### .01 Financial Management

a. In accordance with 2 C.F.R. § 200.302(a) (Financial Management), each State must expend and account for the Federal award in accordance with State laws and procedures for expending and accounting for the State's own funds. In addition, the State's and any other non-Federal entity's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with Federal statutes, regulations, and the terms and conditions applicable to the Federal award. See also 2 C.F.R. § 200.450 (Lobbying) for additional management requirements to verify that Federal funds are not used for unallowable lobbying costs.

b. The financial management system of each non-Federal entity must provide all information required by 2 C.F.R. § 200.302(b). See also 2 C.F.R. §§ 200.334 (Retention requirements for records); 200.335 (Requests for transfer of records); 200.336 (Methods for collection, transmission and storage of information); 200.337 (Access to records); and 200.338 (Restrictions on public access to records).

### .02 Indirect or Facilities and Administrative Costs

a. Indirect costs (or facilities and administration costs (F&A)) for major institutions of higher education and major nonprofit organizations can generally be defined as costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. Indirect costs will not be allowable charges against an award unless permitted under the award and specifically included as a line item in the award's approved budget.

b. Unrecovered indirect costs, including unrecovered indirect costs on cost sharing or matching, may be included as part of cost sharing or matching as allowed under 2 C.F.R. § 200.306(c) (Cost sharing or matching) or the terms and conditions of a DOC award.

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c. Cognizant Agency for Indirect (F&A) Costs. OMB established the cognizant agency concept, under which a single agency represents all others in dealing with non-Federal entities in common areas. The cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates. In accordance with Appendices III – VII to 2 C.F.R. Part 200 the cognizant agency for indirect costs reviews and approves non-Federal entities' indirect cost rates.

d. If the recipient fails to submit required documentation to DOC within 90 calendar days of the award start date, the Grants Officer may amend the award to preclude the recovery of any indirect costs under the award. If the DOC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the recipient's delay in submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

e. The maximum dollar amount of allocable indirect costs for which DOC will reimburse the recipient is the lesser of:

1. The line item amount for the Federal share of indirect costs contained in the approved award budget, including all budget revisions approved in writing by the Grants Officer; or
2. The Federal share of the total indirect costs allocable to the award based on the indirect cost rate approved by the cognizant agency for indirect costs and applicable to the period in which the cost was incurred, in accordance with 2 C.F.R 200 Appendix III, C.7, provided that the rate is approved on or before the award end date.

f. In accordance with 2 CFR § 200.414(c)(3), DOC set forth policies, procedures, and general decision-making criteria for deviations from negotiated indirect cost rates. These policies and procedures are applicable to all Federal financial assistance programs awarded and administered by DOC bureaus as Federal awarding agencies and may be found at [http://www.osec.doc.gov/oam/grants\\_management/policy/documents/FAM%202015-02.pdf](http://www.osec.doc.gov/oam/grants_management/policy/documents/FAM%202015-02.pdf).

g. In accordance with 2 CFR § 200.414(g), any non-Federal entity that has a negotiated indirect cost rate may apply to the entity's cognizant agency for indirect costs for a one-time extension of a currently negotiated indirect cost rate for a period of up to four years, reducing the frequency of rate calculations and negotiations between an institution and its cognizant agency.

h. In accordance with 2 CFR § 200.414(f), any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in paragraph D.1.b of Appendix VII to 2 CFR Part 200, may elect to charge a de minimis rate of 10 percent of modified total direct costs. No documentation is required to justify the 10 percent de minimis indirect cost rate.

## C. PROPERTY STANDARDS

### .01 Standards

Each non-Federal entity must comply with the Property Standards set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship).

### .02 Intellectual Property Rights

a. General. The rights to any work or other intangible property produced or acquired under a Federal award are determined by 2 C.F.R. § 200.315 (Intangible property). The non-Federal entity owns any work produced or purchased under a Federal award subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work or authorize others to receive, reproduce, publish, or otherwise use the work for Government purposes.

b. A non-Federal entity may copyright any work produced under a Federal award, subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or otherwise use the work, or authorize others to do so for Government purposes. Works jointly authored by DOC and non-Federal entity employees may be copyrighted, but only the part of such works authored by the non-Federal entity is protectable in the United States because, under 17 U.S.C. § 105, copyright protection is not available within the United States for any work of the United States Government. On occasion and as permitted under 17 U.S.C. § 105, DOC may require the non-Federal entity to transfer to DOC a copyright in a particular work for Government purposes or when DOC is undertaking primary dissemination of the work.

c. Freedom of Information Act (FOIA). In response to a FOIA request for research data relating to published research

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findings (as defined by 2 C.F.R. § 200.315(e)(2)) produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the DOC will request, and the non-Federal entity must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA.

#### D. OTHER REQUIREMENTS PERTAINING TO DOC FINANCIAL ASSISTANCE AWARDS, INCLUDING SUBAWARD AND PROCUREMENT ACTIONS

##### .01 Nonprocurement Debarment and Suspension

Non-Federal entities must comply with the provisions of 2 C.F.R. Part 1326 (Nonprocurement Debarment and Suspension), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions either through primary or lower tier covered transactions, and which set forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors.

##### .02 Requirements for Subawards

a. The recipient or pass-through entity must require all subrecipients, including lower tier subrecipients, to comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth herein. See 2 C.F.R. § 200.101(b)(2) (Applicability to different types of Federal awards), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§ 200.331-333 (Subrecipient monitoring and management).

b. The recipient or pass through entity may have more restrictive policies for the RTC waived prior approvals (no-cost extensions, re-budgeting, etc.) for their subaward recipients. Such restrictive policies must be addressed in their subaward agreements and in accordance with §200.331.

##### .03 Requirements for Procurements

Other Non-Federal Entities. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in 2 C.F.R. §§ 200.318 (General procurement standards) through 200.327 (Contract provisions) which include the requirement that non-Federal entities maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest.

##### .04 Whistleblower Protections

This award is subject to the whistleblower protections afforded by 41 U.S.C. § 4712 (Enhancement of contractor protection from reprisal for disclosure of certain information), which generally provide that an employee or contractor (including subcontractors and personal services contractors) of a non-Federal entity may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award, subaward, or a contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award, subaward, or contract under a Federal award or subaward. These persons or bodies include:

- a. A Member of Congress or a representative of a committee of Congress.
- b. An Inspector General.
- c. The Government Accountability Office.
- d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court or grand jury.
- g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Non-Federal entities and contractors under Federal awards and subawards must inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

## E. NATIONAL POLICY REQUIREMENTS

### .01 Environmental Requirements

Environmental impacts must be considered by Federal decision makers in their decisions whether or not to approve: (1) a proposal for Federal assistance; (2) the proposal with mitigation; or (3) a different proposal having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts that projects funded with Federal assistance may have on the environment. Each non-Federal entity must comply with all environmental standards, to include those prescribed under the following statutes and E.O.s and must identify to the awarding agency any impact the award may have on the environment. In some cases, award funds can be withheld by the Grants Officer under a specific award condition requiring the non-Federal entity to submit additional environmental compliance information sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

- a. The National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.)
- b. Executive Order 11988 (Floodplain Management) and Executive Order 11990 (Protection of Wetlands)
- c. Clean Air Act (42 U.S.C. §§ 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) (Clean Water Act), and Executive Order 11738 (“Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans”)
- d. The Endangered Species Act (16 U.S.C. §§ 1531 et seq.)
- e. The Coastal Zone Management Act (16 U.S.C. §§ 1451 et seq.)
- f. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. §§ 300f et seq.)
- g. The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.)
- h. Executive Order 12898 (“Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations”)
- i. The Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)
- j. Clean Water Act (CWA) Section 404 (33 U.S.C. § 1344)
- k. Rivers and Harbors Act (33 U.S.C. § 407)
- l. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712), Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order 13186 (Responsibilities of Federal Agencies to Protect Migratory Birds, January 10, 2001)
- m. Executive Order 13112 (Invasive Species, February 3, 1999)
- n. Fish and Wildlife Coordination Act (16 U.S.C. § 661 et seq.)

### .02 OTHER NATIONAL POLICY REQUIREMENTS

#### a. Criminal and Prohibited Activities

- 1. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 et seq.), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).
- 2. The False Claims Amendments Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively), provide that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United States must be subject to imprisonment of not more than five years and must be subject to a fine in the amount provided by 18 U.S.C. § 287.
- 3. The Civil False Claims Act (31 U.S.C. §§ 3729 - 3733), provides that suits can be brought by the government, or a person on behalf of the government, for false claims made under Federal assistance programs.
- 4. The Copeland Anti-Kickback Act (18 U.S.C. § 874), prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland Anti-Kickback Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

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5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and implementing regulations issued at 15 C.F.R. Part 11, which provides for fair and equitable treatment of displaced persons or persons whose property is acquired as a result of Federal or Federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
6. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limits the political activities of employees or officers of state or local governments whose principal employment activities are funded in whole or in part with Federal funds.
7. To ensure compliance with Federal law pertaining to financial assistance awards, an authorized representative of a non-Federal entity may be required to periodically provide certain certifications to the DOC regarding Federal felony and Federal criminal tax convictions, unpaid federal tax assessments, delinquent Federal tax returns and such other certifications that may be required by Federal law.

**b. Drug-Free Workplace**

The non-Federal entity must comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102) and DOC implementing regulations published at 2 C.F.R. Part 1329 (Requirements for Drug-Free Workplace (Financial Assistance)), which require that the non-Federal entity take certain actions to provide a drug-free workplace.

**c. Federal Employee Expenses and Subawards or Contracts Issued to Federal Employees or Agencies**

1. Use of award funds (Federal or non-Federal) or the non-Federal entity's provision of in-kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy may prohibit the acceptance of gifts, including travel payments for federal employees, from non-Federal entities regardless of the source. Therefore, before award funds may be used by Federal employees, non-Federal entities must submit requests for approval of such action to the Federal Program Officer who must review and make a recommendation to the Grants Officer. The Grants Officer will notify the non-Federal entity in writing (generally through the recipient) of the final determination.

2. A non-Federal entity or its contractor may not issue a subaward, contract or subcontract of any part of a DOC award to any agency or employee of DOC or to other Federal employee, department, agency, or instrumentality, without the advance prior written approval of the DOC Grants Officer.

**d. Management and Access to Data and Publications**

1. In General. The recipient acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by recipients, may be used by the DOC in conducting reviews and evaluations of its financial assistance programs. For this purpose, recipient information and data may be accessed, reviewed and evaluated by DOC employees, other Federal employees, Federal agents and contractors, and/or by non-Federal personnel, all of who enter into appropriate or are otherwise subject to confidentiality and nondisclosure agreements covering the use of such information. Recipients are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with DOC and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), recipients are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained relating to a DOC financial assistance award.

2. Scientific Data. Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

**3. Publications, Videos, and Acknowledgment of Sponsorship.**

- i. Publication of results or findings in appropriate professional journals and production of video or other media is encouraged as an important method of recording, reporting and otherwise disseminating information and expanding public access to federally-funded projects (e.g., scientific research). Non-Federal entities must comply with the data management and access to data requirements established by the DOC funding agency as set forth in the applicable Notice of Funding Opportunity and/or in Specific Award Conditions.

- ii. Non-Federal entities may be required to submit a copy of any publication materials, including but not limited to

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print, recorded, or Internet materials, to the funding agency.

iii. When releasing information related to a funded project, non-Federal entities must include a statement that the project or effort undertaken was or is sponsored by DOC and must also include the applicable financial assistance award number.

iv. Non-Federal entities are responsible for assuring that every publication of material based on, developed under, or otherwise produced pursuant to a DOC financial assistance award contains the following disclaimer or other disclaimer approved by the Grants Officer:

This [report/video/etc.] was prepared by [recipient name] using Federal funds under awards NA23NMF4690358 and NA25NMFX463C0077-T1-01 from National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the [name of operating unit] or the U.S. Department of Commerce.

## **SPECIAL TERMS AND CONDITIONS**

## **GENERAL FEDERAL CONDITIONS**

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

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

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

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6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <<http://www.sam.gov>> and print a copy of completed searches to document proof of compliance.

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

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

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

- Receives more than \$30,000 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 Unique Entity Identifier in [www.sam.gov](http://www.sam.gov) <<http://www.sam.gov>> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <<http://www.usaspending.gov>>.

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

**C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:**

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <<https://sam.gov/SAM/>> exclusion list.

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## GENERAL TERMS AND CONDITIONS

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

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

#### 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/2301002.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. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

#### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

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

## 6. 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.

## 7. 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 require approval by ECOLOGY prior to expenditure.

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's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.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.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

#### 8. 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 applicable 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.

#### 9. 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.

#### 10. 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.

#### 11. 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

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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 Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, 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.

## 13. 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.

## 14. 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.

## 15. 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.

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## 16. 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.

## 17. 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.

## 18. 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"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

## 19. 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.

## 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress

Agreement No: OTGP-2026-IsCoPH-00104

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Recipient Name: Island County

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 must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. 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:

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

2. 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.

## 22. RECORDS, AUDITS, AND INSPECTIONS

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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.

### 23. 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.

### 24. 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.

### 25. 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.

### 26. 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.

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Recipient Name: Island County

## 27. 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, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. 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, except as noted below. 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, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

Agreement No: OTGP-2026-IsCoPH-00104

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

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

c) By Mutual Agreement

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

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

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

**29. 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.

**30. 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.

End of General Terms and Conditions



## ISLAND COUNTY PLANNING & COMMUNITY DEV.

### WORK SESSION AGENDA

MEETING DATE: 1/14/2026

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To: **Melanie Bacon, Chair**  
**Board of Island County Commissioners**

From: Jonathan Lange, Director

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Amount of time requested for agenda discussion. 90 minutes

**Agenda Item No.: 1**

**Subject:** 2025 Comprehensive Plan Periodic Update – Environment

**Description:** Planning staff have released the draft elements, development regulations, and SEPA documents for the 2025 Comprehensive Plan Update. Planning will present an overview of environment related changes in the draft Natural Resources and Climate Elements.

**Attachments:** Staff Memo, Presentation

**Request:** (Check boxes that apply)

<input type="checkbox"/> Move to Consent	<input type="checkbox"/> Move to Regular
<input checked="" type="checkbox"/> None/Informational	<input type="checkbox"/> Schedule a Public Hearing
<input type="checkbox"/> Signature Request	<input type="checkbox"/> Other: _____

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

**P.A. Review:** Not Applicable



## Island County Planning and Community Development

Jonathan Lange, AICP, CFM  
Director

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1 NE 7<sup>th</sup> St., Coupeville, WA 98239

Ph: Whidbey 360-679-7339 | Camano 360-387-3443 | Fax: 360-679-7306

Email: [PlanningDept@islandcountywa.gov](mailto:PlanningDept@islandcountywa.gov) | <https://www.islandcountywa.gov/207/Planning-Community-Development>

### ~ MEMORANDUM ~

**TO:** **Board of County Commissioners**  
**FROM:** **Long Range Planning**  
**DATE:** **January 14, 2026**  
**SUBJECT:** **2025 Comprehensive Plan Update – Environment Work Session**

Planning and Community Development released the draft comprehensive plan and development regulation updates in December 2025. At this work session, Planning will discuss all environment related changes in the Natural Resources and Climate Elements.

Documents related to this discussion:

- [Draft Climate Element](#)
- [Island County Climate Resiliency Explorer](#)
- [Draft Natural Resources Element](#)

Attachment: Presentation.

For more information, please contact:

Emily Neff (360) 678 - 7807 or [e.neff@islandcountywa.gov](mailto:e.neff@islandcountywa.gov)



# **Island County 2045 Comprehensive Plan**

## **Environment**

**Long Range Planning**  
**January 14, 2026**

# Purpose of Work Session

## Goal – Hear Input on Natural Resources and Climate elements and policies

### Reminders:

- Goals and Policies are guiding principals that will frame current and future code updates.
- Focus on the “what” not the “how” during these conversations.
- Keep in mind the need to balance competing priorities.
- Consider what our future communities could look like and how to support growth in ways that reflect our unique islands.

# What topic lives where?

## Climate

- Framework for climate resiliency.
- Climate hazards & vulnerability analysis.
- Goals & Policies.

## Natural Resources

- Background on Critical Areas, Groundwater, and Natural Resources lands.
- Conservation and Tax Benefit Programs.
- Goals & Policies.

## Critical Areas Ordinance (To be updated in 2026)

- Land Use and Development standards to protect streams, wetlands, Frequently Flooded Areas, Fish and Wildlife Habitat Conservation Areas, and Steep Slopes.

# Approach to Environment Updates

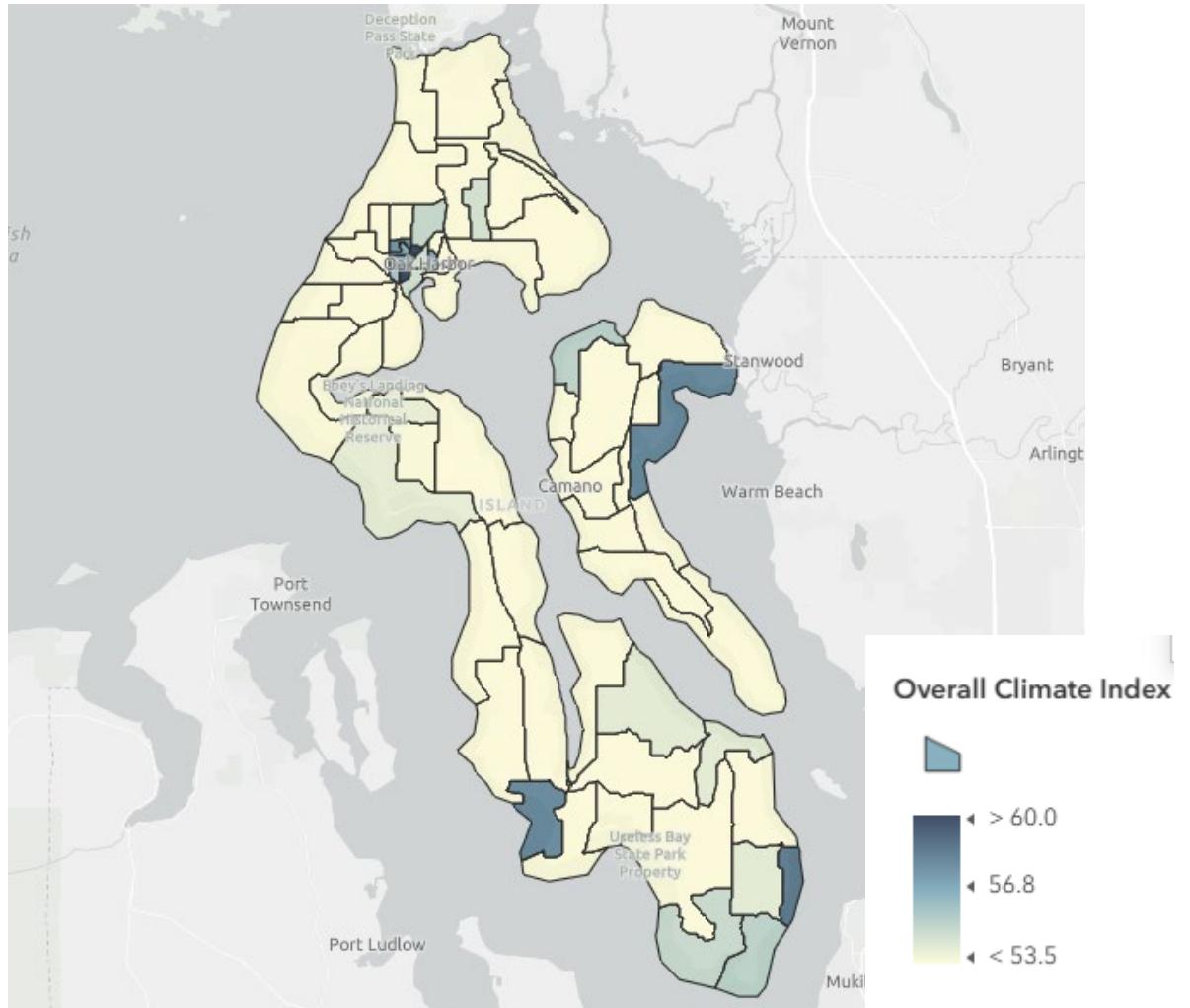
- Balance environmental protections with housing and economic growth.
- Address and enhance community and ecosystem resiliency to a changing climate.
- Continue efforts to conserve, protect, and enhance critical areas, groundwater, farms, and forests.

# Required Updates

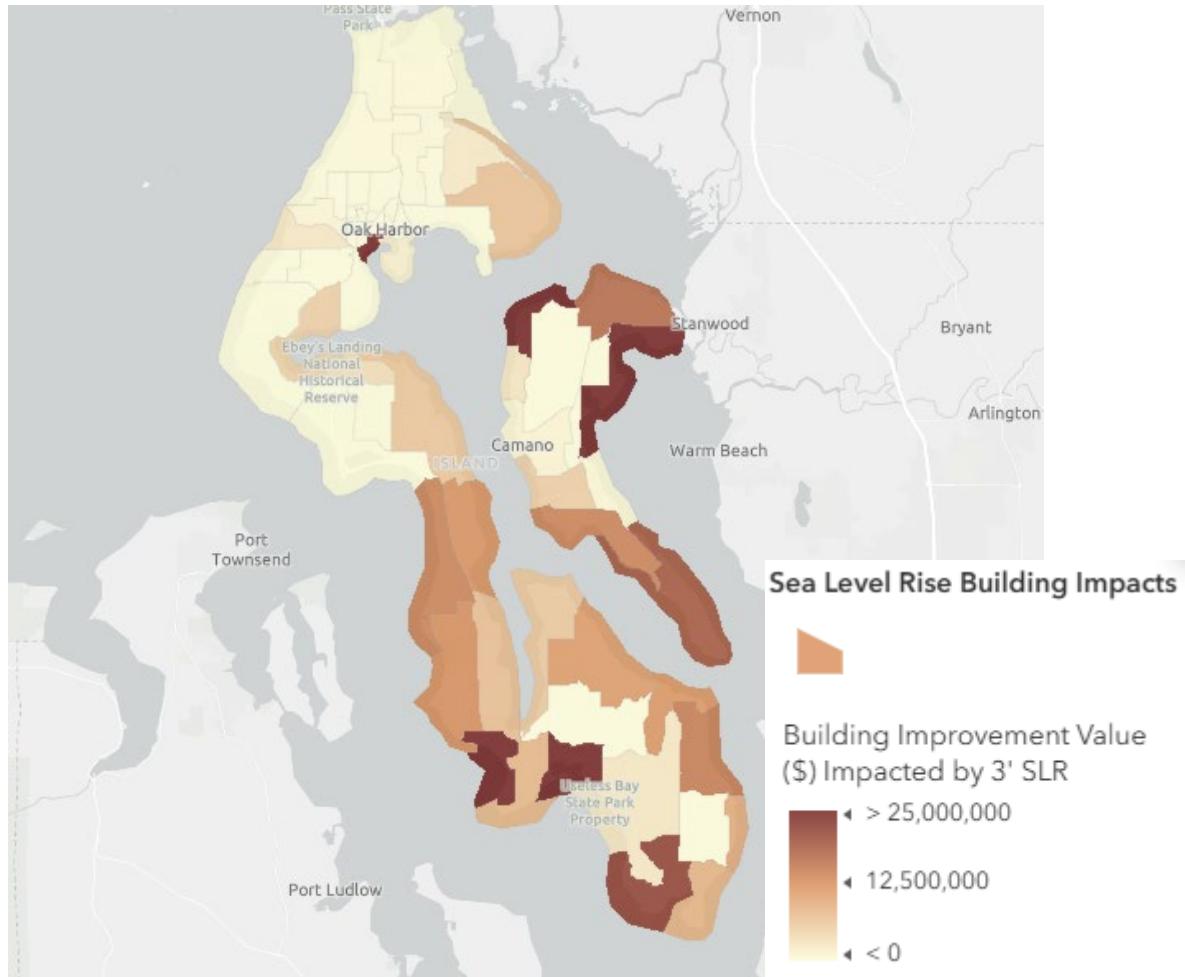
- New Climate Element, required by the Climate Commitment Act, House Bill 1181
- Address *natural hazards* created or aggravated by climate change.
- Identify, protect, and enhance *natural areas* to foster climate resilience.
- Identify, protect, and enhance *community resilience* to climate impacts.
- Incorporate best available science and no-net-loss into critical areas policies.

# Climate – Heat Vulnerability Index

- Darker colors represent communities at higher risk of heat related impacts.
- People of color, lower income households, and people with mobility issues have increased risks.
- Areas in NE Camano and SE Whidbey have increased risk from heat and poor air quality.



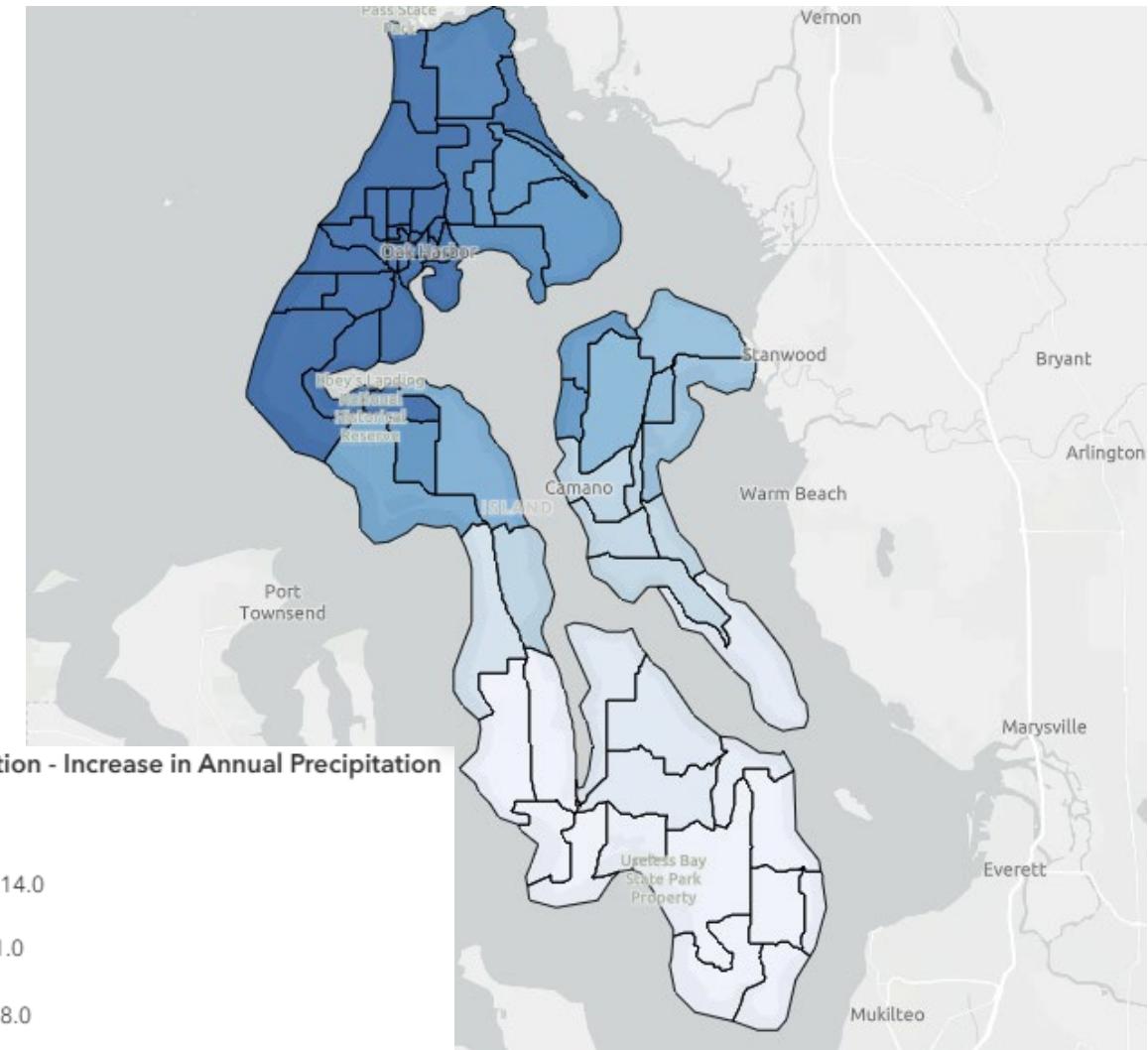
# Climate – Sea Level Rise



- Darker colors represent more impacts from sea level rise.
- Low lying areas on Camano and South Whidbey are at highest risk for sea level rise.
- **Sea Level Rise combined with heat and drought increases the risk for these communities.**

# Climate – Changing Precipitation

- Darker colors represent increased precipitation.
- Areas with higher rates of rainfall may experience increased flooding.
- Areas with lower rates of rainfall may experience increased drought.
- Changing precipitation patterns will affect the entire County due to our reliance on groundwater.



# Policy Changes

## Summary of Policy Changes for Natural Resources and Climate

Summary of Policy Changes for Natural Resources and Climate	
<b>Conservation</b>	<ul style="list-style-type: none"><li>Policies to encourage the conservation of land, wildlife corridors, and resources (NR 1.3 and sub policies, NR 1.4, NR 1.5, NR Goals 8 and 9 and sub policies).</li><li>Policies to encourage the protection and restoration of undeveloped coastal ecosystems (CL Goal 2 and sub policies).</li></ul>
<b>Critical Areas</b>	<ul style="list-style-type: none"><li>Policies to continue to protect, preserve and enhance critical areas (NR Goals 2, 3, 4 and 5 and sub policies, CL Goal 6 and sub policies).</li></ul>
<b>Groundwater</b>	<ul style="list-style-type: none"><li>Policies to protect groundwater quality and quantity (NR Goals 6 and 7 and sub policies, CL Goal 3 and sub policies).</li></ul>

# Policy Changes

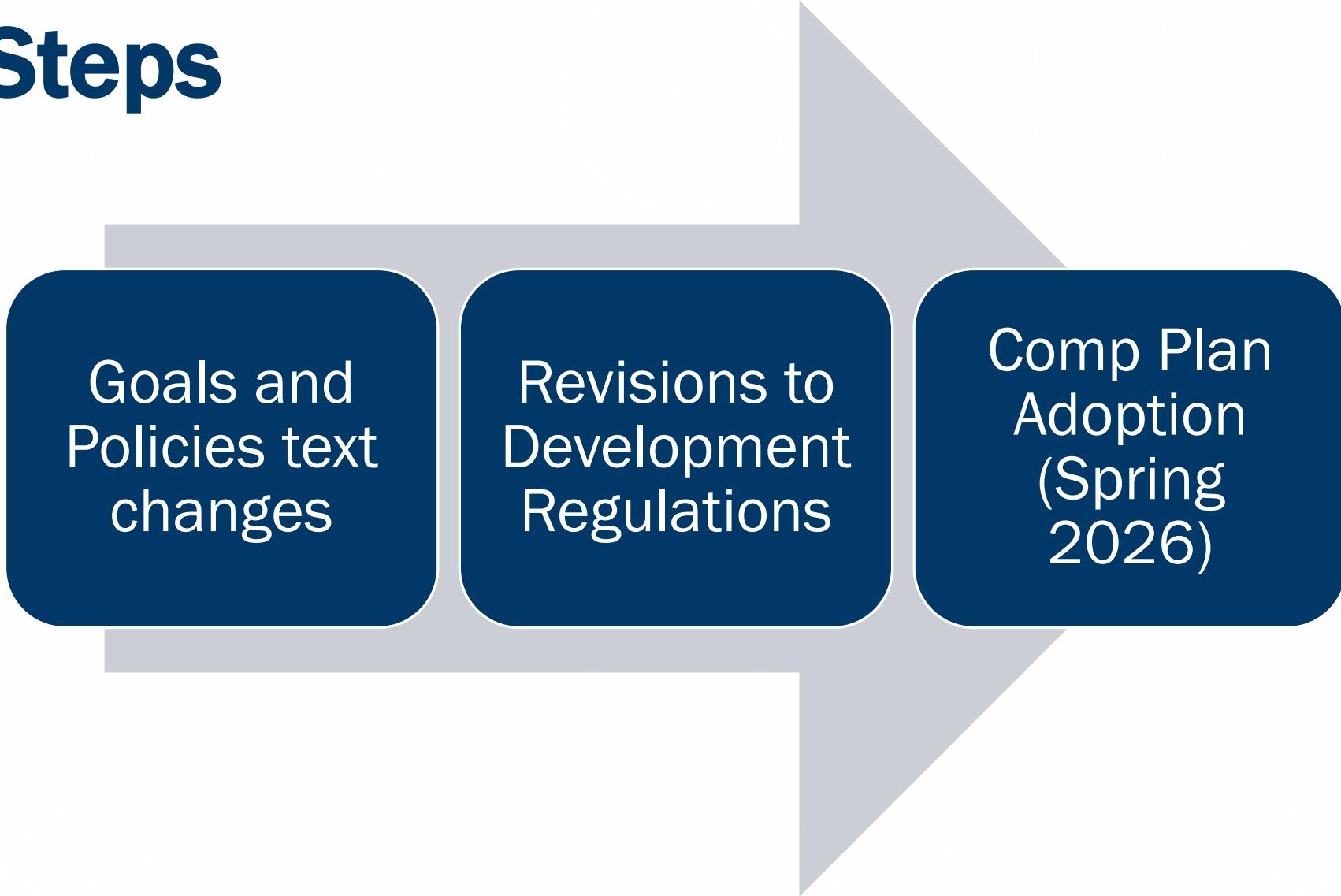
## Summary of Policy Changes for Natural Resources and Climate

<b>Resiliency</b>	<ul style="list-style-type: none"><li>Policies to ensure transportation infrastructure can withstand climate related events (CL Goal 5 and sub policies).</li><li>Policies to support emergency preparedness in response to extreme weather (CL Goal 7 and sub policies).</li><li>Policies to ensure buildings and infrastructure are sited with respect to climate change (CL Goal 9 and sub policies).</li><li>Policies to protect our communities most vulnerable populations from climate related impacts (Goal 10 and sub policies).</li></ul>
<b>Agriculture</b>	<ul style="list-style-type: none"><li>Policy to ensure farmland is not converted to other land uses, consistent with state requirements (NR 11.16).</li><li>Policy to support development that protects agricultural lands (NR 11.18, NR 11.26).</li><li>Policies to support resiliency of the agricultural economy (CL Goal 8 and sub policies).</li></ul>
<b>Forests</b>	<ul style="list-style-type: none"><li>Policies to promote sustainable forest management (NR 11.7 and 11.8, CL Goal 11 and sub policies).</li></ul>

# Decisions Needed

- Confirm that these elements reflect the priorities of Health, Equity, and Climate Resiliency.
- Confirm the balance between the Housing and Land Use elements, and the Natural Resources and Climate elements, meets the needs and demands of our residents.
- Confirm whether commitments in the Climate Element feel achievable in the next 10-20 years.

# Next Steps



Goals and  
Policies text  
changes

Revisions to  
Development  
Regulations

Comp Plan  
Adoption  
(Spring  
2026)

# Public Engagement Reminders

# Comment Period: Dec. 10 to Feb. 9

## How to Comment:

- **Website:**  
[www.islandcounty2045.com](http://www.islandcounty2045.com)
- **Email:**  
[CompPlan@islandcountywa.gov](mailto:CompPlan@islandcountywa.gov)
- **Snail Mail:** Attn PCD, 1 NE 7<sup>th</sup> Street, Coupeville, WA 98239
- **In Person:** at Board or Planning Commission meeting



**Island County 2045 – Planning for Our Future**  
This is the official homepage for the Island County Comprehensive Plan Periodic Update.

Home / Island County 2045 – Planning for Our Future

**Background**

What will Island County look like in 2045? That is the question Island County's next comprehensive plan will be answering. By 2045, Island County is anticipated to have 102,639 residents, that is more than 15,000 new residents.

A comprehensive plan guides growth over a 20-year period and determines how and where growth will occur. The goals and policies in a comprehensive plan should reflect a communities' values.

Island County's Comprehensive Plan update is due by December 31, 2025. Throughout 2024 and 2025 we will be asking for feedback to inform the update process. Share your thoughts and help shape how our community will

**Timeline**

- Project Launch: Summer - Fall 2023
- Countywide Planning Policies: Winter 2023-24
- Shaping the Plan: Spring - Fall 2024

[Subscribe to our Email Updates!](#)

# Meeting Opportunities

## Public Meetings:

- Oak Harbor – The Center:  
Thursday, January 15, 5 to 6:30 pm
- South Whidbey – Clinton Comm Hall: Tuesday, January 20, 5 to 6:30 pm
- Camano – County Annex Bldg:  
Saturday, January 24, 10 to 11:30 am

## Board and Planning Commission Mtgs:

### Coupeville:

- Wednesday, January 7 (Housing)
- Wednesday, January 14 (Environment)
- Wednesday, January 21 (Infrastructure)
- Wednesday, February 4 (Econ Development & Clinton)



# Questions?

Long Range Planning  
[CompPlan@islandcountywa.gov](mailto:CompPlan@islandcountywa.gov)  
[www.islandcounty2045.com](http://www.islandcounty2045.com)