

Copy

SERVICES AGREEMENT
Between Island County and Herrera Environmental Consultants, Inc.

THIS SERVICES AGREEMENT is made and entered into this 5 day of NOVEMBER, 2007, by and between Island County, Washington, hereinafter called the "County" and Herrera Environmental Consultants, Inc., hereinafter called "Consultant".

WITNESSETH: In consideration of the terms and conditions herein and attached and made a part of this agreement, the parties do covenant and agree as follows:

1. SCOPE OF WORK: Consultant shall do all work and furnish all tools, materials and equipment to carry out the work described in the attached Exhibit "B" Scope of Work.

2. PERIOD OF PERFORMANCE: Consultant's work under this agreement shall begin upon notification to proceed from the County; the Consultant shall complete all work on or before September 21, 2008 and all final reports and deliverables shall be filed with the County prior to said date.

3. INDEPENDENT CONTRACTOR: Consultant is an independent contractor, not an employee of the County, and shall not hold itself out to be an employee. Consultant is responsible for withholding and/or paying employment taxes, insurance, and deductions of any kind required by federal, state and/or local laws. Consultant shall provide and bear the expense of all travel, equipment, work and labor of any sort whatsoever that may be required to complete the work provided for in this contract.

4. CONSIDERATION: County shall pay to Consultant to provide the described services in accordance with the sums set forth on Exhibit "C" attached hereto, which total sum shall not exceed sixty-four thousand five hundred forty-five dollars (\$64,545.00).

5. BILLING PROCEDURE:

1 a) Consultant's sole compensation under this agreement is funded by specific budgeted
2 items in the below described grant awarded to the County. The Consultant's maximum
3 compensation is set forth on Exhibit "C" for each task (1-7). The Consultant's billing
4 shall not exceed the maximum compensation for each task therein.

5
6 b) Payment may be made to the Consultant for all work on the basis of progress.
7 Invoices accompanied by a status report shall be submitted monthly. The first invoice
8 may be submitted by the close of the month following contract effective date, as
9 indicated by signature/s of all parties. Each status report shall specify the work that had
10 been done and provide an estimate of the percent of completion of each specific task.
11 Each subsequent invoice shall specify work completed during the previous month and
12 the progress payment due. No payment made to the Consultant shall be an acceptance
13 of work or any portion thereof not completed in accordance with this Agreement.

14
15 c) Invoices are payable net thirty (30) days from their date. Delinquent accounts shall
16 bear interest at the rate of one-percent (1%) per month from the date the invoice is
17 payable until paid in full.

18
19 6. CONTRACT MANAGEMENT: Jan Smith, Island County Planning and Community
20 Development Department, P.O. Box 5000, Coupeville, WA 98239, telephone number
21 (360) 678-7987, or her successor, shall manage and administer this contract for the
22 County. Jose Carrasquero, Herrera Environmental Consultants, Inc., 2200 Sixth
23 Avenue, Suite 1100, Seattle, WA 98121, telephone number (206) 441-9080, or his
24 successor, shall manage and administer this Agreement for the Consultant.

25
26 7. TERMINATION: Except as otherwise provided in this agreement, the County may
27 terminate this agreement upon 30 days written notification to the Consultant. If this
28 agreement is so terminated, the County shall be liable only for performance in
29 accordance with the terms of this agreement for performance rendered prior to the
30 effective date of termination.

1 8. SUBCONTRACTORS/SUBCONSULTANTS: The Consultant may subcontract work
2 for assistance with specific tasks upon mutual agreement of the County.

3
4 9. GRANT FUNDING: The County is funding its obligations under this Agreement
5 through Salmon Program Federal Recovery Projects Grant Agreement Number 06-
6 2217N between the State of Washington Salmon Recovery Funding Board and the
7 County, attached hereto as Exhibit "D." The Consultant will comply with all terms of that
8 agreement with which the County must comply.

9
10 10. CERTIFICATION REGARDING SUSPENSION AND DEBARMENT: The
11 Consultant certifies to the best of its knowledge and belief that it and its principals:

- 12
13 a) Are not presently debarred, suspended, proposed for debarment, declared
14 ineligible, or voluntarily excluded by any Federal department or agency;
15 b) Have not within a three-year period been convicted of or had a civil judgment
16 rendered against them for commission of fraud or a criminal offense in
17 connection with obtaining, attempting to obtain, or performing a Federal, State, or
18 local transaction, violation of Federal or State antitrust statutes or commission of
19 embezzlement, forgery, bribery, falsification or destruction of record, making a
20 false statement or receiving stolen property;
21 c) Are not presently indicted for or otherwise criminally or civilly charged by a
22 governmental entity (Federal, State or local) with commission of any of offenses
23 in b) above; and
24 d) Have not within a three-year period had one or more public transactions
25 terminated for cause or default.

26
27 The Consultant will provide immediate written notice if at any time it learns that this
28 certification has become erroneous by reason of changed circumstances.

29 By signing this certification the Consultant agrees that it shall not knowingly enter into
30 any lower tier covered transaction with an entity or principals who are debarred,
31 suspended, declared ineligible, proposed for debarment, or voluntarily excluded from

1 participation in this covered transaction. The Consultant may rely upon certification of a
2 lower tier covered transaction unless it knows that the certification is erroneous.

3
4 11. NON-ASSIGNMENT: Neither the County nor the Consultant shall assign its
5 obligations under this agreement without written consent of the other party.

6
7 12. CONFIDENTIAL DATA: Any and all information or data given by one of the parties
8 hereto to the other in performance of the work that is designated in writing as
9 confidential shall not at any time hereafter be disclosed to any person, firm or
10 corporation; except the County may be required to disclose any public records not
11 exempt from disclosure under Chapter 42.56 RCW.

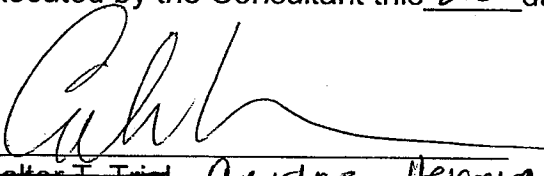
12
13 13. MEDIA, PRESS AND PUBLIC INFORMATION: The consultant, contractor or any
14 subcontractor or any of their agents, assistants or representatives, shall not discuss,
15 correspond, interact, or represent any information relating to the project to the media,
16 press or others seeking public information about the project, without prior approval from
17 the County. Consultant, contractor or subcontractor will notify the County of any
18 inquiries received from same. The County, when appropriate, will approve the content
19 of any and all communication between consultant, contractor or subcontractor and the
20 party/ies requesting information about the project.

21
22 14. ADA/NON-DISCRIMINATION: The Consultant must comply with the Americans
23 with Disabilities Act of 1990, 42 USC Sec. 12101 et. Seq. 600 D, also referred to as the
24 "ADA," the rules in 28 CFR Part 35, and Chapter 49.60 RCW to which Island County
25 must comply.

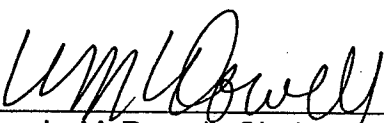
26
27 15. EXHIBIT "A": The indemnification/Hold Harmless and Insurance/Industrial
28 Insurance Waiver provisions attached hereto as Exhibit "A" are terms and conditions of
29 this Services Agreement.

1 IN WITNESS WHEREOF the parties have caused this agreement to be executed as
2 dated.

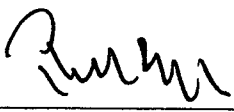
3
4 Executed by the Consultant this 23rd day of October, 2007.

5
6 
7
8
9 ~~Walter T. Trial~~ Carlos Herrera
10 ~~Senior Vice President~~
11 Herrera Environmental Consultants, Inc.
12 2200 Sixth Avenue, Suite 1100
13 Seattle, WA 98121
14

15
16 Executed by the County this 5 day of NOVEMBER, 2007.
17 Board of Island County Commissioners
18 Island County, Washington
19

20
21 
22
23 Wm. L. McDowell, Chairman
24

25
26 
27
28 John Dean, Member
29

30
31 
32
33 Phillip Bakke, Member
34



35
36
37 ATTEST: Elaine Marlow
38 Elaine Marlow, Clerk of the Board

EXHIBIT "A"

SRFB GRANT PROJECT NO. 06-2217N-Strawberry Point Assessment WORK ORDER NO. 90100

INDEMNIFICATION/HOLD HARMLESS:

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the State of Washington and Island County, their officials, agents and employees of the State of Washington and Island County, from and against all claims arising out of or resulting from the negligent performance of the contract or failure of performance of the contract by Consultant and its subcontractors and subconsultants. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Consultant's obligation to indemnify, defend, and hold harmless includes any claim by Consultant's agents, employees, representatives, or any subcontractors/subconsultants. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Island County and Consultant, they shall be borne by each party in proportion to its negligence.

INSURANCE/INDUSTRIAL INSURANCE WAIVER

Prior to commencement of services under this Contract, the Consultant/Contractor shall submit to Island County certificates of insurance and/or, upon request by the County, provide certified copies of insurance policies and endorsements, for the coverage required below and shall maintain the same type and amount of coverage as is currently in effect for the life of this Contract. Each insurance certificate shall provide that coverage will not be canceled or reduced below the contractual amounts stated herein without forty-five (45) days written prior notice to the County. The Consultant/Contractor shall maintain at its sole expense, unless otherwise stipulated, the following insurance coverage, insuring Consultant/Contractor, its employees, agents, designees and indemnities as required herein:

1. The Consultant/Contractor shall not commence work under this Contract until the Risk Manager, Coupeville, WA 98239, has obtained all insurance required under this paragraph and such insurance has been approved by the County.

2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and Workmen's Compensation, to be maintained by the Consultant/Contractor shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without Thirty (30) days written prior notice to the County. The Consultant/Contractor's insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Consultant/Contractor's insurance and shall not contribute to it.

3. The Consultant/Contractor shall maintain, during the life of the Contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect the Contracting Agency from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the Consultant/Contractor or by anyone directly employed by or contracting with the Contracting Agency.

Specific limits required	\$1,000,000 General Aggregate
	\$1,000,000 Products/Completed Operations
	\$1,000,000 Personal Injury and Advertising Injury
	\$1,000,000 Each Occurrence

The Commercial General Liability Policy will contain an endorsement naming the County as Additional Insured (CG2010) and an endorsement that specifically states the Consultant/Contractor's General Liability shall be primary, and not contributory, with any other insurance maintained by the County.

1
2 The policy shall be endorsed to include stop gap employer's liability coverage with minimum limits as follows:
3

4 \$1,000,000 Each Accident
5 \$1,000,000 Policy Limit for Disease
6 \$1,000,000 Each Employee for Disease
7

8 4. Commercial General Liability insurance shall be endorsed to include a "cross liability", indicating
9 essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in
10 this coverage part to the first named insured, this insurance applies as if each named insured were the only
11 named insured, and separately to each insured against whom claims are made or suit is brought.
12

13 5. The Consultant/Contractor shall maintain, during the life of this Contract, Business Automobile Liability
14 Insurance (CA0001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per Accident
15 to protect the Contracting Agency from claims which may arise from the performance of this Contract, whether
16 such operations be by the Consultant/Contractor or by anyone directly or indirectly employed by the Contracting
17 Agency. Covered auto shall be designated as "Symbol 1" any auto.
18

19 6. All Liability coverage, except Professional Liability, shall be written on an Occurrence policy form. If
20 coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract,
21 and the policy shall state that coverage is Claims Made, and state the Retroactive Date.
22

23 7. The Consultant/Contractor shall secure its liability for industrial injury to its employees in accordance
24 with the provisions of Title 51 of the Revised Code of Washington. The Consultant/Contractor shall submit a
25 copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of
26 work.
27

28 8. Industrial Insurance Waiver - With respect to the performance of this Contract and as to claims against
29 the County, its officers, agents and employees, the Consultant/Contractor expressly waives its immunity under
30 Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and
31 agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any
32 claim brought by or on behalf of any employee of the Consultant/Contractor against the County. This waiver is
33 mutually negotiated by the parties to this Agreement.
34

35 9. Professional Liability Insurance - Prior to the start of work, the Consultant/Contractor will secure and
36 maintain at its own expense Professional Liability Insurance in the amount of not less than \$1,000,000 per claim
37 and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less
38 than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this
39 contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims Made form
40 coverage shall be maintained by the Consultant/Contractor for a minimum of three (3) years following the
41 termination of this Contract, and the Consultant/Contractor shall annually provide the County with proof of
42 renewal.
43

44 10. Sub-consultants/Sub-contractors - Sub-contractors shall include all subcontractors as insured under
45 its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for
46 subcontracts shall be subject to all of the requirements stated herein.
47
48
49

SCOPE OF WORK**SRFB Project No. 06-2217N
Strawberry Point Protection Assessment**

Following are the seven tasks associated with the scope of work for the Strawberry Point Protection Assessment project. The scope of work includes a discussion of the activities, assumptions, deliverables, and a schedule associated with this project.

Task 1 – Existing Information Review

Herrera will review information pertinent to the project supplied by the client. All data will be organized and entered into a project geodatabase. Data gaps will be identified, assessed, and addressed in subsequent field tasks. The results of this information review will be presented in the Protection Assessment Report (Task 5).

Assumptions:

Island County will provide to Herrera all pertinent data and reports that may be available.

Deliverables:

There are no deliverables associated with this task. The results of this information review will be presented in the Protection Assessment Report (Task 5).

Task 2 – Geomorphic Shoreline Change Assessment: Implications for Shoreline Area Protection

Task 2 includes a site visit, wave analysis and sediment budget estimation, and a nearshore and marine survey. Following is a description of each of these subtasks:

Subtask 2.1 – Site Visit

The Herrera team will first analyze existing aerial photography and LiDAR data prior to the site visit. Areas with beach platform exposure (bedrock/glacial deposits underlying beach sediment) will be visually characterized. In order to facilitate the assessment of historical changes (i.e., erosion and accretion), historical sites will be identified and mapped, including sites of mass wasting (i.e., bluffs with shallow surficial erosion and deep seated landslides), and stream and river outlets. This information will be used as supporting evidence regarding beach erosion or accretion predictions. This assessment will be performed during low tide conditions and be consistent with general guidelines for marine nearshore investigations (Simenstad et al. 1991; Ruotsala 1979). The time of sample collection will also be recorded to determine the tidal elevation. The results of this assessment will be included in the Protection Assessment Report (Task 5) and presented at the public meetings (Task 6).

Assumptions:

- Four (4) Herrera staff will participate in the site visit.
- The budget hours allocated for this task include pre site visit preparation and post site visit data handling time.
- The site visit will be conducted during low tide conditions.

Deliverables:

There are no deliverables associated with this task. The results of this characterization and assessment will be included in the Protection Assessment Report (Task 5) and presented at the public meetings (Task 6).

Subtask 2.2 – Wave Analysis and Sediment Budget

Herrera will develop a conceptual model of sediment transport and depositional processes of the Strawberry Point area. The assessment of sedimentation dynamics in the project area will include: (i) identification and mapping of existing and potential nearshore sediment sources, (ii) identification of the nearshore current

transport regime, (iii) identification of the dominant modes of wind-wave energy in the area by using mathematical models of wind-wave production, and (iv) an assessment of recent nearshore deposits. Aerial photography will be used to map local and landscape scale nearshore bluff sediment sources. This work will build upon Island County Feeder Bluff and Accretion Shoreform Mapping Project (Island County 2003-present) and other available sources. All GIS mapping will be referenced with and build upon Washington State ShoreZone Inventory (WDNR 2001) units to facilitate cross-referencing of study findings and existing information. Coastal mapping will be based on a digital elevation model (DEM) created with LiDAR (light detection and ranging), historical and recent rectified aerial photographs, and aerial oblique shoreline photographs available from the Washington State Department of Ecology for 1976–1977, 1992, and 2000. Nearshore bluff vegetation will be mapped using existing aerial photography to assess slope instability and mass wasting. An assessment of historic changes in shoreline morphology using historic aerial photography and GLO survey records will be conducted. The results of this task will be used to identify local and landscape areas that need to be protected and/or restored. The results of this task will be presented in the Protection Assessment Report (Task 5) and will be used in the presentations at the public meetings (Task 6).

Assumptions:

- Modeling will not include two-dimensional numerical analysis.
- A formal accounting of sediment volumes will not be made.

Deliverables:

There are no deliverables associated with this task. The results of this task will be presented in the Protection Assessment Report (Task 5).

Subtask 2.3 – Nearshore and Marine Survey

BlueWater Engineering will conduct a bathymetric survey of the area using on-site National Geodetic Survey monuments. All elevations will be referenced to mean lower-low water (MLLW) at a specified point. Intertidal extensions of all bathymetric survey lines will be surveyed with hand level up to 3 feet above mean higher-high water (MHHW).

Assumptions:

- Survey will consist of at least 15 shoreline profiles.
- Spacing of collected points will be no more than 25 feet.

Deliverable:

A combined topographic and bathymetric map to be included in the Protection Assessment Report (Task 5) and in the presentations at the public meetings (Task 6).

Task 3 – Role and Mapping of Riparian Vegetation: Implications for the Shoreline Area Protection

Riparian vegetation along the shoreline areas will be characterized in order to assess their past, current, and future role in the maintenance of this area. The plant community will be identified and mapped using existing aerial photography and a ground truthed GPS-based survey if feasible (if access to private properties is allowed). The riparian vegetation will be characterized as forest, shrub, herbaceous, nonvascular, or sparse vegetation. The results from this task will be presented in the Protection Assessment Report (Task 5) and will be presented at a series of public meetings (Task 6).

Assumptions:

- Field work under this task can be performed concurrently with the field work associated with Task 2.
- A ground truth GPS survey of the plant community would only be performed if feasible (if access to private properties is allowed).

Deliverables:

There are no deliverables associated with this task. The results of this habitat characterization will be presented in the Protection Assessment Report (Task 5).

Task 4 – Watershed Characterization: Implications for the Shoreline Area Protection

This task will primarily be completed by Island County. A system-wide approach to restoration is needed to assure the quality and stability of the Strawberry Point ecosystem. Potential watershed and land use issues include increased stormwater intensity and runoff, nearshore and freshwater sedimentation, non-point pollution from overland flow, stormwater, and failing septic systems (WRIA 6 STAG 2005). Island County will characterize hydrologic connections between the upland area and the shoreline. Island County will also evaluate future development, zoning, fresh water contributions, and implication of riparian and LID use changes. Island County will provide to Herrera the results of the watershed characterization for inclusion in the Protection Assessment Report (Task 5).

Assumptions:

- The watershed characterization will be performed by Island County; Herrera will only provide assistance as required. Up to 16 hours of technical assistance and 8 hours of GIS services will be required.

Deliverables:

There are no deliverables associated with this task. Island County will provide to Herrera the results of the watershed characterization for inclusion in the Protection Assessment Report (Task 5).

Task 5 – Report Preparation

After the data have been collected and analyzed, Herrera will prepare a Protection Assessment Report in collaboration with Island County. Technical and scientific information will be presented in the report which will identify ideal protection action alternatives. This will include voluntary, non-regulatory actions pertaining to protection management strategies for Strawberry Point. Island County will select protection management strategies and prepare an action plan with Herrera's technical support. Island County Planning Department will develop, lead, coordinate, and standardize the common protection framework based on Herrera's assembled data.

Prior to the report preparation, Herrera will develop a report outline for Island County's review and approval. The report will at least include the following sections:

- Geomorphic Shoreline Change Assessment: Implications for Shoreline Area Protection.
- Role of Riparian Vegetation: Implications for the Shoreline Area Protection .
- Watershed Characterization: Implications for the Shoreline Area Protection.
- Protection Implementation Action Plan.
- References.

Assumptions:

- There will only be one round of report review; Island County will provide consolidated comments to Herrera.

Deliverables:

- GIS database and layers.
- Draft and final Protection Assessment Report; including up to five hard copies and one electronic copy in a PDF format.

1 **Task 6 – Public Meetings and Report Presentations**

2 **Assumptions:**

- 3
- 4 ■ The Protection Assessment Report will be presented in up to three meetings, using
 - 5 Microsoft PowerPoint as the primary media. Island County will coordinate the
 - 6 presentation and generate all necessary invitations to the desired audience.
 - 7 ■ If the County determines that Consultant does not need to personally present at a
 - 8 meeting/s, the costs for this Task may be reduced accordingly.

9 **Deliverables:**

- 10
- 11 ■ Electronic copies of all three PowerPoint presentations or as requested by County with
 - 12 commensurate costs applied.

13 **Task 7 – Project and Contract Management**

14 Herrera will be responsible for ongoing contract administration of this project, including preparing invoices and
15 progress reports, as well as coordination of work efforts with the designated point of contact and all
16 subconsultants. Herrera's project manager and contract manager will have phone and e-mail contact with the
17 designated point of contact and subconsultants on an as-needed basis.

18 **Assumptions:**

- 19
- 20 ■ The project will be completed by September 21, 2008.

21 **Deliverables:**

22

23 Monthly invoices, each with a progress report.

24

25

Schedule

Following is the expected absolute time required to complete each task upon receipt of notice to proceed:

- Task 1 — Three (3) months
- Task 2 — Five (5) months
- Task 3 — Five (5) months
- Task 4 — There is no specific schedule associated with this Task
- Task 5 — Seven (7) months
- Task 6 — There is no specific schedule associated with this Task.
- Task 7 — There is no specific schedule associated with this Task.

Assumptions:

- The site visit (Subtask 2.1) will be completed either summer/early fall of 2007 or the spring/summer of 2008, during low tide conditions.
- Tasks 2 through 4 can be conducted concurrently.

EXHIBIT "C"

HERRERA ENVIRONMENTAL CONSULTANTS

Strawberry Point Protection Assessment

Strawberry Point		Task 1.0	Task 2.0	Task 2.0	Task 2.0	Task 3.0	Task 4.0	Task 5.0	Task 6.0	Task 7.0	TOTAL
Number of Tasks: 7		Review Existing Data	Site Visit	Wave Analysis & Sediment Budget	Survey	Riparian and Aquatic Vegetation Assessment	Watershed Characterization	Report Preparation	Public Meetings	Contract and Proposal Management	
COST SUMMARY											
Labor		\$3,279	\$9,265	\$5,905	\$1,161	\$5,883	\$2,954	\$20,255	\$5,013	\$4,824	\$68,539
Travel and per diem		\$0	\$194	\$0	\$0	\$0	\$0	\$0	\$582	\$0	\$776
Other direct costs (ODCs)		\$0	\$200	\$0	\$5,000	\$0	\$0	\$30	\$0	\$0	\$5,230
Subconsultants		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
GRAND TOTAL		\$3,279	\$9,659	\$5,905	\$6,161	\$5,883	\$2,954	\$20,285	\$5,595	\$4,824	\$64,526
COST ITEMIZATION											
Labor	(2007 Rates)										
Personnel		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
P7 Trial, Walter	Executive Principal Scientist	2	\$212.22	0	\$0	0	\$0	10	\$2,122.20	0	\$0
P8 Carrasquero, Jose	Principal Scientist	6	\$152.59	20	\$3,051.80	4	\$810.36	24	\$3,662.16	24	\$3,662.16
P3 Parsons, Jeff	Project Engineer	8	\$117.71	20	\$2,354.20	0	\$0	40	\$4,708.40	16	\$1,883.36
P3 Doyle, Eric	Project Scientist	4	\$427.00	20	\$8,540.00	30	\$12,810.00	30	\$12,810.00	0	\$0
P2 Albaum, Dylan	Staff Scientist	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
P3 Swanson, Jennifer	Contract Administrator	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
P3 Soplos, Christine	Project Technical Editor	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
P2 Magdasy, Bret	Staff CAD/GIS	2	\$86.21	20	\$1,724.20	24	\$2,088.96	12	\$1,035.12	8	\$692.16
A2 Robertson, Jeanne	Administrative Staff	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
SUBTOTAL LABOR (Burdened Labor)		28	\$3,279.00	80	\$9,265.00	12	\$1,161.00	58	\$5,883.00	28	\$2,954.00
TRAVEL AND PER DIEM COSTS											
Air Use	Unit	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units
Mile	\$0.0485	\$0	400	\$194.00	0	\$0	0	\$0	0	\$0	0
SUBTOTAL TRAVEL AND PER DIEM		\$0	400	\$194.00	0	\$0	0	\$0	0	\$0	\$0
OTHER DIRECT COSTS											
Delivery Services	Unit	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units
Courier	Cost	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0
Field Equipment and Supplies	Unit	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units
Camera, digital	Day	\$10.00	0	\$0	0	\$0	0	\$0	0	\$0	0
GPS unit (Trimble)	Day	\$85.00	0	\$0	0	\$0	0	\$0	0	\$0	0
Rangefinder	Day	\$5.00	0	\$0	0	\$0	0	\$0	0	\$0	0
SUBTOTAL ODCS		\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$0
SUBCONSULTANT COSTS											
Bluewater Engineering	Unit	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units
0	\$0	0	\$0	0	\$0	1	\$5,000.00	0	\$0	0	\$0
SUBTOTAL SUBCONSULTANT		\$0	0	\$0	0	\$5,000.00	0	\$0	0	\$0	\$5,000.00



Salmon Program

Federal Recovery Projects

Post-Evaluation Project Summary

TITLE: Strawberry Point Protection Assessment			NUMBER: 06-2217N	(Non-Capital)
SPONSOR: County of Island			STATUS: Board Funded	
COSTS:			EVALUATION SCORE:	
			BOARD RANKING:	
Salmon Federal Projects	\$179,200	85%	SPONSOR MATCH: Donated Equipment Donated Labor Force Acct - Labor	
Local	\$32,700	15%		
Total	\$211,900	100%		

DESCRIPTION:

The purpose of the project is protection of healthy Strawberry Point watershed nearshore processes and habitats benefiting juvenile and adult salmon. The primary goal is WRIA 6's Salmon Recovery Plan (SRP) Goal 1: net increase in salmon habitat through voluntary inventory and protection. The SRP states "voluntary opportunities increase the levels of protection through stewardship and conservation easements."

The SRP describes Strawberry Point as a high priority juvenile salmon protection site and very high priority forage fish protection site and in its location adjacent to both forks of the Skagit River is heavily used by six of the twenty-two independent Chinook salmon populations. The project is in Geographic Area 1, is a juvenile Chinook utilization area, is home to sand lance and surf smelt spawning beaches and extensive eelgrass meadows.

This project enables shoreline protection data analysis, planning, implementation and conservation easement efforts. The project includes coordination of data analysis for shoreline prioritization of lands, and creation of implementation plans. Implementation actions include updated stewardship plans, increased participation via Backyard Conservation and Shore Stewards programs on private lands and creation of landowners willing to enter into key habitat conservation easement and other acquisition actions.

LOCATION INFORMATION:

Strawberry Point on East Side of Whidbey Island between Dugalla Bay and Crescent Harbor.

ST SALMON REGION: Puget Sound North LEAD ENTITY ORG: Island County LE
COUNTY: Island WRIA: Island (6)

GOAL & OBJECTIVE:

The goal of the project is to increase/improve information to help select projects that have a high certainty and benefit.

The objective of the project is to determine project siting, feasibility, design, or implementation.

SALMON INFORMATION: (* indicates primary)

Species Targeted

Bull Trout

Chinook (Listed, Threatened (03/99))*

Chum (Not Warranted (03/98))

Coho (Species of Concern (04/04))

Cutthroat (Not Warranted (04/99))

Pink.

Habitat Factors Addressed

Biological Processes

Estuarine and Nearshore Habitat*

Loss of Access to Spawning and Rearing Habitat

Riparian Conditions

Water Quality

FISCAL YEAR: 2007

DATE PRINTED: July 16, 2007

H. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCO POLICIES

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including Chapter 77.85 RCW, Chapter 286 WAC and published agency policies, which are incorporated herein by this reference as if fully set forth.

I. ADDITIONAL PROVISIONS OR MODIFICATIONS OF THE GENERAL PROVISIONS

(None)

J. FEDERAL FUND INFORMATION

A portion or all of the funds for this project are provided through a federal funding source. Funds provided from the US Dept of Commerce must be reported under CFDA #11.438 - Salmon Restoration and Award Number NA06NMF4380091 for federal fiscal year 2006.

As a sub-recipient of the federal funds, you are required to provide the SRFB with a summary of the federal expenditures by CFDA # for each year. If your total federal expenditures are \$500,000 or more in a one-year period, you are required to have a federal single audit in compliance with OMB Circular A-133.

K. PROJECT GRANT AGREEMENT REPRESENTATIVE

All written communications sent to the Sponsor under this Agreement will be addressed and delivered to:

Project Contact

Name: Jan Smith

Title:

Address: PO Box 5000
Coupeville, WA 98239

SRFB

Recreation and Conservation Office

Natural Resources Building

PO Box 40917

Olympia, Washington 98504-0917

www.iac.wa.gov/srfb/

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

L. ENTIRE AGREEMENT

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

M. EFFECTIVE DATE

This agreement, for project #06-2217N, shall be effective upon signing by all parties.

STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE

BY: Laura E. Johnson
Laura E. Johnson, Director

DATE: 7/26/2007

PROJECT SPONSOR

BY: Chris Sullivan

DATE: 8-6-07

TITLE: CHAIRMAN

Pre-approved as to form:

BY: ISI

Assistant Attorney General

Eligible Reimbursement Activities Report

Project Sponsor: County of Island
Project Title: Strawberry Point Protection Assessment

Project Number: 06-2217 N

Approval: 12/6/2006

Non Capital Items:

Worksite	Element	Item	Unit	Quantity	Description
#1, Strawberry Point	Communications - other	Communications	Lump sum	1.00	Community outreach support
#1, Strawberry Point	Postage	Communications	Lump sum	1.00	Newsletter support
#1, Strawberry Point	Printing, binding, copying	Communications	Lump sum	1.00	Newsletter support
#1, Strawberry Point	Equipment - other	Equipment	Lump sum	1.00	Laptop computer for field work
#1, Strawberry Point	Consultant(s)	Professional Services	Lump sum	1.00	Tech services for conservation easement feasibility study
#1, Strawberry Point	Mapping/GIS	Professional Services	Lump sum	1.00	GIS technical services
#1, Strawberry Point	Meeting rooms	Rentals & Leases	Lump sum	1.00	Meeting rooms
#1, Strawberry Point	Salaries & benefits - other	Salaries & Benefits	# of FTE's	0.50	Planning Dept. shoreline staff & project manager
#1, Strawberry Point	Salaries & benefits - other	Salaries & Benefits	# of FTE's	0.30	Volunteer coordinator - Beach Watcher/Shore Stewards program
#1, Strawberry Point	Salaries & benefits - other	Salaries & Benefits	# of FTE's	0.30	Resource specialist - Whidbey Island Conservation District
#1, Strawberry Point	Sales Tax	Sales Tax	Lump Sum	1.00	
#1, Strawberry Point	Computer software	Supplies	Lump sum	1.00	Reference maps
#1, Strawberry Point	General supplies	Supplies	Lump sum	1.00	Project supplies
#1, Strawberry Point	Publications	Supplies	Lump sum	1.00	Reference material
#1, Strawberry Point	Mileage	Transportation/Travel	Rate	1.00	volunteer support
#1, Strawberry Point	Transportation/travel - other	Transportation/Travel	Lump sum	1.00	vehicle rental
#1, Strawberry Point	Vehicle use	Transportation/Travel	Rate per mon	1.00	vehicle use

Milestone Report By Project

Project Number: 06-2217 N
Project Name: Strawberry Point Protection Assessment
Sponsor: Island County of
Project Manager: Tara Galuska

!	Milestone	Target Date	Comments/Description
	Project Start	04/01/2007	Meeting with partners. Draft agreements.
	RFP Complete	06/15/2007	
!	Bid Awarded/Consultant Hired	06/15/2007	ICPDC serves as lead. Augment ongoing studies
	Data Gathering Started	06/18/2007	Augment ongoing studies
	Annual Project Billing	07/15/2007	Annual billing due
	Annual Project Billing	07/15/2008	Annual billing due
!	Draft Report Reviewed by IAC	02/02/2009	
!	Final Report Completed	04/01/2009	
	Annual Project Billing	07/15/2009	Annual billing due
!	Project Complete	08/31/2009	
	Final Docs & Billing to IAC	11/30/2009	

Milestone Complete

Critical Milestone

Press Release Template

County of Island offered grant to develop a plan or assessment for salmon recovery.

(Coupeville) - County of Island was awarded a grant of \$179,200.00 from the Salmon Program. The grant was awarded by the Salmon Recovery Funding Board (SRFB), and will be used for the following:

Island County will use this grant to coordinate data analysis so it can prioritize shorelands for protection and develop implementation plans. The implementation plans would include updating stewardship plans, increasing participation in conservation programs, acquisition actions and identification of landowners willing to enter into conservation easement agreements with the county. This work is targeted at protecting the healthy Strawberry Point watershed for salmon. Strawberry Point is an important area for juvenile salmon, forage fish, sand lance, surf smelt and eelgrass. Island County will contribute \$32,700 in labor and donations of equipment and labor

There were one hundred sixteen applications submitted for consideration in the Salmon Program. Each project went through an evaluation process prior to being recommended for funding. The SRFB Board approved funding for projects on Wednesday, December 6, 2006.

Funding for the Salmon Program comes from funds administered by NOAA Fisheries. County of Island will leverage local contributions totaling \$32,700.00 with grant monies to implement the project. Total estimated project cost is \$211,900.00. SRFB is the state's administrator of the grant program.

Contact: Jan Smith, (360) 678-7987 (sponsor project manager)

Tara Galuska, (360) 902-2953, TaraG@iac.wa.gov (SRFB project manager)

Exhibit J – Federal Fund Information Certification

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to the department, institution, or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. 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 meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 41 CFR 105, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 41 CFR 105, debarred, suspended, declared ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from the federal procurement and non-procurement programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Exhibit J – Federal Fund Information Certification

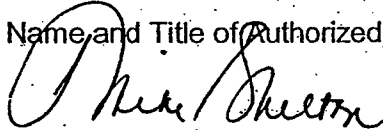
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 41 CFR 105, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

MIKE SHELTON CHAIRMAN

Name and Title of Authorized Representative



Signature

8-6-07

Date

11-438 Salmon Restoration

Name of Sub-grant Project

RECEIVED

JUL 30 2007

ISLAND COUNTY
COMMUNITY DEVELOPMENT

General Provisions
PUBLIC AGENCY GRANTS
Research, Planning, Assessments & Studies

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**Salmon Project Agreement
Salmon Funding Accounts**

EXHIBIT D

Project Sponsor: County of Island
Project Title: Strawberry Point Protection Assessment

Project Number: 06-2217N
Approval Date: 12/6/2006

A. PARTIES OF THE AGREEMENT

This Project Grant Agreement (Agreement) is entered into between the Salmon Recovery Funding Board (SRFB), P.O. Box 40917, Olympia, Washington 98504-0917 and County of Island, NE 6th & Main St, PO Box 5000, Coupeville, WA 98239-5000 (Sponsor) and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the Salmon Funding Accounts of the State of Washington's General Fund. The grant is administered by the SRFB to the Sponsor for the project named above.

C. DESCRIPTION OF PROJECT

The subject Project is described on the attached Project Summary.

D. TERM OF AGREEMENT

The Project Sponsor's on-going obligation for the project shall be the same as the Period of Performance period identified in Section E.

E. PERIOD OF PERFORMANCE

The Project reimbursement period shall begin on April 1, 2007 and end on August 31, 2009. No expenditure made before or after this period is eligible for reimbursement unless incorporated by written amendment into this Agreement.

F. PROJECT FUNDING

The total grant award provided by the SRFB for this project shall not exceed \$179,200.00. The SRFB shall not pay any amount beyond that approved for funding of the project. The Sponsor shall be responsible for all total project costs that exceed this amount. The contribution by the Sponsor toward work on this project at a minimum shall be as indicated below:

	Percentage	Dollar Amount
SRFB - Salmon Federal Projects	84.57%	\$179,200.00
Project Sponsor	15.43%	\$32,700.00
Total Project Cost	100.00%	\$211,900.00

G. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties to this Agreement are subject to this Agreement and its attachments, including the Sponsor's Application, Project Summary, Eligible Reimbursement Activities Report, Project Milestones, and the General Provisions, all of which are attached hereto and incorporated herein.

Except as provided herein, no alteration of any of the terms or conditions of this Agreement will be effective unless provided in writing. All such alterations, except those concerning the period of performance, must be signed by both parties. Period of performance extensions need only be signed by RCO's Director.

The Sponsor has read, fully understands and agrees to be bound by all terms and conditions as set forth in these documents.

H. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND RCO POLICIES

This Agreement is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, including Chapter 77.85 RCW, Chapter 286 WAC and published agency policies, which are incorporated herein by this reference as if fully set forth.

I. ADDITIONAL PROVISIONS OR MODIFICATIONS OF THE GENERAL PROVISIONS

(None)

J. FEDERAL FUND INFORMATION

A portion or all of the funds for this project are provided through a federal funding source. Funds provided from the US Dept of Commerce must be reported under CFDA #11.438 - Salmon Restoration and Award Number NA06NMF4380091 for federal fiscal year 2006.

As a sub-recipient of the federal funds, you are required to provide the SRFB with a summary of the federal expenditures by CFDA # for each year. If your total federal expenditures are \$500,000 or more in a one-year period, you are required to have a federal single audit in compliance with OMB Circular A-133.

K. PROJECT GRANT AGREEMENT REPRESENTATIVE

All written communications sent to the Sponsor under this Agreement will be addressed and delivered to:

Project Contact

Name: Jan Smith

Title:

Address: PO Box 5000
Coupeville, WA 98239

SRFB

Recreation and Conservation Office

Natural Resources Building

PO Box 40917

Olympia, Washington 98504-0917

www.iac.wa.gov/srfb/

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

L. ENTIRE AGREEMENT

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

M. EFFECTIVE DATE

This agreement, for project #06-2217N, shall be effective upon signing by all parties.

STATE OF WASHINGTON
RECREATION AND CONSERVATION OFFICE

BY: Laura E. Johnson
Laura E. Johnson, Director

DATE: 7/26/2007

PROJECT SPONSOR
BY: Mike Sullivan
TITLE: CHAIRMAN

DATE: 8-6-07

Pre-approved as to form:

BY: /S/
Assistant Attorney General

SECTION 1. HEADINGS AND DEFINITIONS

Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.

Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

Agreement - The accord accepted by all parties to the present transaction; the Agreement, supplemental agreement, and intergovernmental agreement between the Funding Board and a Sponsor.

Applicant - Any agency or organization that meets the qualifying standards, including deadlines, for submission of an application soliciting a grant of funds from the Funding Board.

Application - The forms and support documents approved by the Funding Board or the Director for use by applicants in soliciting project funds administered by the Office.

Director - The Office Director or the Director's designee.

Funding Board - As identified in Paragraph A in the Agreement as either the (1) Interagency Committee for Outdoor Recreation (IAC) - The committee created under Chapter 79A.25.110 RCW includes eight members. Three are agency heads: the Commissioner of Public Lands, the Director of Parks and Recreation, and the Director of Fish and Wildlife (or their designees). Five, by appointment of the Governor with the advice and consent of the Senate, are members of the public at large who have demonstrated interest in and a general knowledge of outdoor recreation in the state; (2) Salmon Recovery Funding Board (SRFB) - The Board created under Chapter 77.85.110 RCW, is comprised of five governor-appointed voting members (one a cabinet-level appointment) and five non-voting state officials: the Commissioner of Public Lands, the Secretary of Transportation, the Director of the Conservation Commission, the Director of Fish and Wildlife, and the Director of Ecology (or their designees); or (3) Hatchery Scientific Review Group (HSRG) - The independent Board established by Congress to ensure hatchery reform programs in Puget Sound and Coastal Washington are scientifically founded and evaluated.

Milestone - Important date(s) tracked in the Agreement for monitoring the Project status.

Office - Office of the Interagency Committee - The Office provides support to the IAC, SRFB, and HSRG. The Office includes the Director and personnel, created by Chapters 79A.25.110 and 79A.25.150 RCW and charged with administering this Agreement by Chapters 77.85.110 and 79A.25.240 RCW.

Period of Performance - The time period specified in the Agreement, under Section E, Period of Performance.

Post Evaluation Summary - One of the documents used to summarize and describe the actions undertaken in the Agreement.

Project - The undertaking that is the subject of this Agreement and that is, or may be, funded in whole or in part with funds administered by the Office on behalf of the Funding Board.

Public Agency - For the purposes of this chapter, the term "public agency" shall mean any agency, political subdivision, or unit of local government of this state including, but not limited to, municipal corporations, quasi municipal corporations, special purpose districts, and local service districts; any agency of the state government; any agency of the United States; any Indian tribe recognized as such by the federal government; and any political subdivision of another state. The term "state" shall mean a state of the United States.

Sponsor - The applicant who has been awarded a grant of funds and is bound by this executed Agreement; includes its officers, employees and agents.

SECTION 2. PERFORMANCE BY SPONSOR

The Sponsor shall undertake the Project as described in this Agreement, Post Evaluation Summary, the Sponsor's application, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the Funding Board. All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the Project is important. Failure to do so, as set out in this Agreement, is a material breach of the Agreement.

SECTION 3. ASSIGNMENT

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

SECTION 4. INDEPENDENT CAPACITY

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

SECTION 5. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties; other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

SECTION 6. RIGHTS IN DATA

Copyright in all material created by the Sponsor and paid for by the Office as part of this Agreement shall be the property of the state of Washington. Both the Sponsor and Office may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the state of Washington. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which the Sponsor uses to perform this Agreement, but which is not created for or paid for by the Office shall be owned by the Sponsor or such other party as determined by Copyright Law and/or Sponsor's internal policies; however, for any such materials, Sponsor hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted royalty free, non-exclusive license to the Office to use the material for internal purposes.

SECTION 7. DEBARMENT CERTIFICATION

The Sponsor certifies it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any Federal department or agency. If requested by the Office, the Sponsor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Sponsor for this Agreement shall be incorporated into this Agreement by reference.

SECTION 8. NON-AVAILABILITY OF FUNDS

If amounts sufficient to fund the grant made under this Agreement are not appropriated by the Washington State Legislature, or if such funds are not allocated by the Washington State Office of Financial Management (OFM) to the Office for expenditure for this Agreement in any biennial fiscal period, the Office shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or OFM occurs. If the Office participation is suspended under this section for a continuous period of one year, the Office's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

SECTION 9. ADVANCE PAYMENTS PROHIBITED

Advance payments of or in anticipation of goods or services to be provided under this Agreement are limited to salmon restoration grants and must comply with SRFB policy.

SECTION 10. BILLING PROCEDURE

The Sponsor shall submit invoices to the Office at least once a year. Payment to the Sponsor for approved and completed work will be made by warrant or account transfer by the Office within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Section 11. RECOVERY OF PAYMENTS

In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, the Office reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance.

The Sponsor shall reimburse the Office for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by the Office. Interest shall accrue at the rate of twelve percent (12%) per annum from the time that payment becomes due and owing.

SECTION 12. ORDER OF PRECEDENCE

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

- A. Applicable federal and/or state statutes, regulations policies and procedures including applicable federal Office of Management and Budget (OMB) circulars and federal and state executive orders;
- B. Additional Provisions or Modifications of the General Provisions;
- C. General Provisions; and
- D. Any other attachments or provisions incorporated by reference or otherwise stated in this Agreement.

SECTION 13. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

SECTION 14. APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH

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

SECTION 15. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SECTION 16. LEGAL RELATIONS

Each party to this Agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.

SECTION 17. TERMINATION

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

SECTION 18. TERMINATION FOR CAUSE

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

SECTION 19. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

SECTION 20. GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County Superior Court. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington.

In the cases where this agreement is between the Funding Board and a federally recognized Indian tribe, the following Governing Law/Venue applies:

- A. The State of Washington agrees that it shall initiate any lawsuit against a federally recognized Indian tribe arising out of or relating to the performance, breach or enforcement of this agreement in Federal Court. Interpretation shall be according to the law of the State of Washington. In the event that the Federal Court determines that it lacks subject matter jurisdiction to resolve the dispute between the State and Tribal Party, then the parties agree to venue in Thurston County Superior Court, but the parties agree that the matter shall not be pursued in superior court unless there is a Federal Court determination that it lacks subject matter jurisdiction.
- B. Any judicial award, determination, order, decree or other relief, whether in law or equity or otherwise, resulting from the action shall be binding and enforceable upon the parties. Any money judgment or award against the Tribe, tribal officers and members, or the State of Washington and its officers and employees may not exceed the amount provided for in Section F- Project Funding of the Agreement.
- C. The Tribe hereby waives its sovereign immunity as necessary to give effect to this section, and the State of Washington has waived its immunity to suit in state court. These waivers are only for the benefit of the Tribe and State and shall not be enforceable by any third party or by any assignee or delegate of the parties. In any enforcement action, the parties shall bear their own enforcement costs, including attorneys' fees.

SECTION 21. 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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.



Tim Adams/Whidbey News-Times

Six miles of Strawberry Point shoreline will receive salmon recovery efforts funding thanks to a new state grant.

Grant boosts salmon recovery effort

Island County is the recipient of a \$179,000 state competitive grant to fund salmon recovery efforts along six miles of Strawberry Point on North Whidbey Island. The award will be administered by the Department of Planning and Community Development's Resource Enhancement Program. It is a two-year grant.

The Strawberry Point project is part of a statewide effort to support commercial and recreational salmon harvest by keeping the salmon population at a sustainable level. It is one of 95 projects approved this year by the State Salmon Recovery Funding Board from 115 eligible proposals.

Strawberry Point is located on Skagit Bay northeast of Crescent Harbor, opposite the north and south forks of the Skagit River. The waters and habitat there are

Chinook salmon populations, and the forage fish they depend upon. Skagit River Chinooks are listed as threatened under the federal Endangered Species Act.

County Planning Director Phil Bakke in a news release, "This project will help protect and maintain a healthy Strawberry Point watershed — that's important for Island County residents, visitors and neighbors, besides the area's juvenile salmon, forage fish, sand lance, surf smelt and eelgrass."

Bakke said the "non-regulatory grant" will be used to collect information about the watershed and prioritize shoreline and near-shore protection efforts. Funding is also included for work by Whidbey-Camano Land Trust, WSU Island County Cooperative Extension / Marine Resources Committee and Whidbey Island

Those groups will help with public education and outreach, increasing voluntary participation by landowners in conservation and stewardship programs, and identifying those interested in establishing conservation easements.

Both Island County and Washington State Parks own public lands in the area, and will be included as non-funded participants.

Proposals by private and public organizations from throughout Washington underwent a rigorous review process to identify the most effective and scientifically sound projects.

Island County planners first submitted the Strawberry Point project to the local science panel and steering committees, then competed regionally to ensure it met the goals and strategies

Puget Sound.

In 1991, the federal government first started to list Pacific Northwest wild salmon as near extinction under the Endangered Species Act.

By 1999, wild salmon had disappeared from about 40 percent of their historic breeding ranges in Washington, Oregon, Idaho and California.

In Washington, the numbers of wild salmon had dwindled to the point that they were listed as threatened with extinction or endangered in nearly three-fourths of the state.

The state Legislature passed the Salmon Recovery Act that same year, setting up a process to identify projects that protect and restore salmon habitat, and creating the Salmon Resource Recovery Board to help mitigate local costs. The board uses a mix

County gets grant for salmon recovery efforts

By RECORD STAFF

Support for the state's largest salmon recovery effort received a boost Tuesday as the state approved a \$1.5 million grant to help pay for the project.

The grant will be used to fund the project, which is the largest of its kind in the state. The project is a joint effort between the state and the county to help pay for the project.

The project is a joint effort between the state and the county to help pay for the project. The project is a joint effort between the state and the county to help pay for the project.

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SALMON
RECOVERY
FUNDING
BOARD

Copy 11-07-06
Clarified App
Strawberry Pt
w/ Cmsa Sig 8 07-07

2006 (7TH) SALMON APPLICATION FORMS

NON-CAPITAL PROJECTS
(ASSESSMENTS & STUDIES)
(ACQUISITION & ASSESSMENT)

18i

JUNE 19, 2006

FOR USE IN THE 2006 GRANT CYCLE ONLY

***Salmon Recovery Funding
Board Mission Statement:***

The Board will support salmon recovery by funding habitat protection and restoration projects, and related programs and activities that produce sustainable and measurable benefits for the fish and their habitat.

**Salmon Recovery Funding
Board Members**

William Ruckelshaus (Chair), Seattle

Frank "Larry" Cassidy, Jr., Vancouver

Joe Ryan, Seattle

David Troutt, Dupont

Steve Tharinger, Clallam County

Mark Clark, Executive Director, Conservation Commission

Jay Manning, Director, Dept. of Ecology
Designee: Dick Wallace

Jeff Koenings, Director, Dept. of Fish & Wildlife
Designee: Tim Smith

*Doug Sutherland, Commissioner, Dept. of Natural
Resources*
Designee: Craig Partridge

Doug MacDonald, Secretary, Dept. of Transportation
Designee: Megan White

IAC Director

Laura E. Johnson

Salmon Recovery Program – Non-Capital Projects

Assessments & Studies

Application Materials Checklist

Application Materials must be submitted for each project on the lead entity list.

Available in PRISM	✓	Item	Section
Attach		Application Authorization Memorandum	
✓		General Application Information	Section 1
✓		Applicant / Organization Information	Section 2
✓		Project Contact Information	Section 3
✓		Goal and Objective	Section 4
✓		Measurement Information	Section 5
✓		Short Description of Project	Section 6
✓		Summary of Funding Request and Match Contribution	Section 7
✓		Property Acquisition Cost Estimate	Section 8
✓		Assessment and Studies Project Cost Estimate	Section 9
✓		Application Questionnaire	Section 10
✓		Work Site Information	Section 11
✓		Permits	Section 12
✓		Salmonid Species Information	Section 13
✓		Habitat Factors Addressed	Section 14
Attach		Evaluation Proposal	Section 15
Attach		Project Partnership Contribution Form	Section 16
Attach		Landowner Willingness Form	Section 17
Attach		Maps (general vicinity & work site)	Applicant Creates
Attach		Project Photos	Applicant Creates
Attach		Project Partnership Contribution Form	Applicant Creates
Attach		Other Materials (optional)	Applicant Creates

✓ - Items with a check mark can be entered directly into PRISM. Items marked "Attach" can be attached as document in PRISM, however if this is not possible, documents can be mailed to the IAC Office.

Application Authorization Memorandum

Each organization submitting a project must complete this form.

TO: Salmon Recovery Funding Board (SRFB)
PO Box 40917
Olympia, Washington 98504-0917

THROUGH: Island County

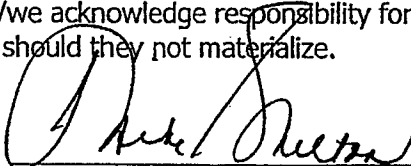
FROM: Island County Planning and Community Development Department

Through the lead entity identified above, the SRFB is hereby requested to consider this application for financial assistance for the Salmon Recovery project(s) described below and to grant funding from such State and Federal sources as may be available. This application is prepared with knowledge of and in compliance with SRFB's policies and procedures. Further, we agree to cooperate with the SRFB by furnishing such additional information as may be necessary to execute a SRFB Project Agreement and to adhere to all appropriate state and federal statutes governing grant monies under the Project Agreement. We are aware that the grant, if approved, is paid on a reimbursement basis. We agree that all application materials, including photos, slides, site drawings, maps, etc., become the property of IAC/SRFB and may be used by IAC/SRFB for education, information, or other non-commercial purposes in publications, presentations or on the IAC/SRFB web site.

Project Name: Strawberry Point Protection Assessment

I/we certify that to the best of our knowledge, the data in this application is true and correct. In addition, I/we certify that the matching resources identified in the grant are committed to the above project. I/we acknowledge responsibility for supporting all non-cash commitments and donations should they not materialize.

Authorized Representative:


(signature)

07/2/07
(date)

Printed Name and Title: Mike Shelton, Chairman, Island County Board of Commissioners

1. General Application Information

(ENTER ON PRISM TAB 1)

Project Name

Project Type (check one)

- ☒ **Non-Capital** (assessments and studies)
☐ **Planning and Acquisition** (assessment and acquisition)

2. Applicant / Organization Information

(ENTER ON PRISM TAB 1 – SEARCH FOR ORGANIZATION)

Organization Name

Organization Type (check one)

- | | | |
|--|---|--|
| <input type="checkbox"/> City/Town | <input checked="" type="checkbox"/> County | <input type="checkbox"/> Private Landowner |
| <input type="checkbox"/> Conservation District | <input type="checkbox"/> Native American Tribe | <input type="checkbox"/> Non-profit Organization |
| <input type="checkbox"/> RFEG | <input type="checkbox"/> Special Purpose District | <input type="checkbox"/> State Agency |

Organization Address

Address PO Box 5000

City/Town Coupeville

State, Zip WA, 98239

Telephone # 360 – 240 - 5544

FAX # 360 – 240 - 5536

Internet e-mail address rexp@co.island.wa.us Web site URL <http://www.islandcounty.net/>

3. Project Contact Information

Complete one for each contact.

(ENTER ON PRISM TAB 1 – SEARCH FOR PERSON)

X Mr. ☐ Ms. Title

First Name Rex

Last Name Porter

X Primary Contact OR ☐ Alternate Contact

Contact Mailing Address

Address PO Box 5000

Work Telephone # 360 – 240 - 5544

City/Town Coupeville

FAX # 360 – 240 - 5536

State, Zip WA, 98239

Internet e-mail address rexp@co.island.wa.us

4. Goal and Objective Non-Capital Projects

Select one goal and one objective that best fits your project
and respond to all of the measurements for that goal and objective.

(ENTER ON PRISM TAB 2)

Goal: The goal of the project is to increase and/or maintain adequate flows for wild salmon. (No measurements for this goal). Objective: The objective of the project is to reduce over appropriation of water in salmon bearing streams.	<input type="checkbox"/>
Goal: The goal of the project is to increase and improve information to help select projects that have a high certainty and benefit. Objective: The objective of the project is to determine feasibility of acquiring land and landowner willingness to sell. Objective: The objective of the project is to determine feasibility of creating or reconnecting off-channel habitat. Objective: The objective of the project is to determine project siting, feasibility, design, or implementation. Objective: The objective of the project is to fill data gaps identified in the lead entity strategy. Objective: The objective of the project is to fill data gaps regarding fish barriers. Objective: The objective of the project is to fill data gaps regarding limiting factors and scientific studies. Objective: The objective of the project is to fill data gaps regarding marine nearshore assessments. Objective: The objective of the project is to identify locations where derelict gear are a source of salmon mortality.	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

5. Measurement Information

RESPOND TO THE FOLLOWING MEASUREMENTS

(ENTER ON PRISM TAB 6)

Measurement: Plan/assessment has been used to guide restoration actions	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Measurement: Plan/assessment identifies necessary actions needed to meet goals.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Measurement: Plan/assessment identifies/prioritizes factors limiting production.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Measurement: Plan/assessment incorporates biological goals.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Measurement: Length of streambank protected through land acquisition/easement/lease. (If both sides, add lengths).	0 Miles

6. Short Description of Project

Describe project, what will be done, and what the anticipated benefits will be in 1500 characters or less.

(ENTER ON PRISM TAB 2)

NOTE: Many audiences, including the SRFB, SRFB's Technical Review Panel, media, legislators, and the public who may inquire about your project use this description. Provide as clear, succinct and descriptive an overview of your project as possible – many will read these 1-2 paragraphs!

The description should state what is proposed. Identify the specific problems that will be addressed by this project, and why it is important to do at this time. Describe how, and to what extent, the project will protect, restore or address salmon habitat. Describe the general location, geographic scope, and targeted species/stock. This short description should be the summary of the detailed proposal set out under Evaluation Proposal, with particular emphasis on questions I-IV.

The database limits this space to 1500 characters (including spaces); any excess text will be deleted.

The purpose of the project is protection of healthy Strawberry Point watershed nearshore processes and habitats benefiting juvenile and adult salmon. The primary goal is WRIA 6's Salmon Recovery Plan (SRP) Goal 1: net increase in salmon habitat through voluntary inventory and protection. The SRP states "voluntary opportunities increase the levels of protection through stewardship and conservation easements."

The SRP describes Strawberry Point as a high priority juvenile salmon protection site and very high priority forage fish protection site and in its location adjacent to both forks of the Skagit River is heavily used by six of the twenty-two independent Chinook salmon populations. The project is in Geographic Area 1, is a juvenile Chinook utilization area, is home to sand lance and surf smelt spawning beaches and extensive eelgrass meadows.

This project enables shoreline protection data analysis, planning, implementation and conservation easement efforts. The project includes coordination of data analysis for shoreline prioritization of lands, and creation of implementation plans. Implementation actions include updated stewardship plans, increased participation via Backyard Conservation and Shore Stewards programs on private lands and creation of landowners willing to enter into key habitat conservation easement and other acquisition actions.

7. Summary of Funding Request and Match Contribution

Remember to update this section whenever changes
are made to your cost estimates.

(ENTER ON PRISM TAB 3)

TOTAL PROJECT COST (A + B)

(Sponsor Match & SRFB Contribution)

\$ 211,900

A. Sponsor Match Contribution (15% minimum is required for match)

Appropriation/Cash	\$ _____
Bonds - Council	\$ _____
Bonds - Voter	\$ _____
Cash Donations	\$ _____
Conservation Futures	\$ _____
Donations	
Donated Equipment	\$ 2,400
Donated Labor	\$ 14,900
Donated Land	\$ _____
Donated Materials	\$ _____
Donated Property Interest	\$ _____
Force Account	
Force Acct - Equipment	\$ _____
Force Acct - Labor	\$ 15,485
Force Acct - Material	\$ _____
Grants*	
Grant - Federal	\$ _____
Grant - Local	\$ _____
Grant - Private	\$ _____
Grant - State	\$ _____
Grant - IAC	\$ _____
Grant - Other	\$ _____

Total Sponsor Match Contribution

\$32,785

15% Minimum Match Required
of A. TOTAL PROJECT COST

B. SRFB Contribution (grant request)

\$ 179,115

\$5,000 Minimum Request

***Note, be sure to identify the name and type of any matching grant in the Application Questionnaire Section.**

**Note: The Total Project Cost must equal the totals
from the following Cost Estimate Section.**

8. Property Acquisition Cost Estimate

ACQUISITION includes the purchase of land in fee title, or lesser interests such as conservation easements or other property rights. Conservation easements must be in perpetuity. The acquisition policy is set out in Manual #3, located on IAC Web Page <http://www.iac.wa.gov/srfb/docs.htm>. Use this form for combination (planning and acquisition) projects only. **(ENTER ON PRISM TAB 4)**

	Property	Property	Property	Total Properties
Property Name				Leave shaded
Date to be Acquired				areas blank
Acreage to be Acquired				
VALUE DETERMINATION TYPE	(Check one for each property)			
Appraised/reviewed value	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Estimate of value	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Letter of opinion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
PURCHASE TYPE	(Check one for each property)			
Fee ownership (land/improvements)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Less than fee ownership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
ACQUISITION COST ITEMS	(Complete all that apply)			
Applicable taxes				
Appraisal and review				
Baseline inventory				
Closing				
Demolition				
Easement – access				
Easement – conservation				
Easement – other				
Easement – trail				
Fencing				
Hazardous substances assessment				
Improvements & structures				
Land				
Noxious weed control				
Recording fees				
Relocation				
Rights – agriculture				
Rights – development				
Rights – mineral				
Rights – other				
Rights – timber				
Rights – water				
Signing				
Survey				
Title reports/insurance				
Wetland delineation				
Column Sub-Total				
Admin Costs (5% of Sub-Total)				
TOTAL ACQUISITION COSTS				

9. Assessment and Studies Project Cost Estimate

(ENTER ON PRISM TAB 5)

ASSESSMENTS AND STUDIES may include feasibility studies; channel migration studies; reach-level, near-shore, and estuarine assessments; and inventories such as barrier, unscreened water diversions; and landslide hazard. A feasibility study could include assessing the willingness of landowners to agree to allow access to their land for a habitat project or to consider selling a conservation easement. The results of proposed assessments must directly lead to identification, siting, or design of habitat protection or restoration projects or fill a data gap identified as a priority in a lead entity strategy.

Complete only items that apply to your project.

TOTAL COST must include the SRFB and Sponsor's Match Contribution.

Use only whole dollar amounts.

Item	Unit	Qty.	Total Cost	Description Needed	Description (60 characters max.)
Communications					
Advertising	Lump sum			Optional	
Communications – other	Lump sum		\$500	Optional	Community outreach support
Postage	Lump sum		\$250	Optional	Newsletter support
Printing, binding, copying	Lump sum		\$250	Optional	Newsletter support
Telephone	Lump sum			Optional	
Equipment					
Equipment – other	Lump sum		\$2000	Describe	Laptop computer for field work
Insurance					
Insurance – other	Lump sum			Describe	
Liability insurance	Lump sum			To/From	
Permits					
Permits	Lump sum			Optional	
Professional Services					
Consultant(s)	Lump sum		\$75,000	Optional	Technical services for conservation easement feasibility study
Mapping/GIS	Lump sum		\$1000	Optional	GIS technical services
Photography	Lump sum			Optional	
Professional services – other	Lump sum			Optional	
Surveying	Lump sum			Optional	
Rentals & Leases					
Meeting rooms	Lump sum		\$500	Optional	Meeting rooms
Rentals & leases – other	Lump sum			Describe	
Vehicle lease	Lump sum			Optional	

Assessment and Studies Project Cost Estimate (Continued)

Item	Unit	Qty.	Total Cost	Description Needed	Description (60 characters max.)
Salaries & Benefits					
Salaries & benefits - other	# of FTE's	.5	65,500	Project manager and shoreline mgt support	Planning Department project planning, scientific data analysis/synthesis and partner coordination, and shoreline management coordination
Salaries & benefits - other	# of FTE's	.30	30,000	Volunteer coordinator and volunteer support	WSU Extension office Beach Watcher coordinator and volunteer support
Salaries & benefits - other	# of FTE's	.30	32,500	Conservation district and land trust planning support	Whidbey Island Conservation District/Land Trust action plan support
Supplies					
Computer software	Lump sum			Describe	
Forms, maps, stationery	Lump sum		\$250	Optional	Reference maps
General supplies	Lump sum		\$2400	Optional	Project supplies
Publications	Lump sum		\$250	Optional	Reference material
Transportation/Travel					
Mileage	Rate		\$750	Miles	Volunteer support
Per diem	Each			Optional	
Transportation/travel - other	Lump sum		\$250	Describe	Vehicle rental
Vehicle use	Rate / month		\$500	Optional	Vehicle use
Sales Tax			Included in item cost		
TOTAL COSTS			\$211,900		

10a. Application Questionnaire

All applicants must answer the following questions.

(ENTER ON PRISM TAB 8)

Cost Efficiencies

For any grants listed in the Summary of Funding Request and Match Contribution Section, are there any restrictions on the use of these grant funds? When and how long will the grant funds be available to this project?

Non-applicable.

Describe the type of donated labor (skilled and unskilled), donated equipment, and donated materials that will be used for this project, identified in the Summary of Funding Request and Match Contribution Section.

Labor being donated support baseline inventory characterization and landowner outreach. Efforts will include attempted implementation of Shoreline Stewards program.

Land Ownership

What type of landowner currently owns the property? (Federal, Local, Private, State or Tribal.)

Private lands.

What is the current land use of the site, and its history? Describe past human uses and salmon habitat functions.

The project area consists of seven sub-watersheds and coastal drainages. Lands were historically used as commercial forest, agriculture and residential. As the SRP documents Strawberry Point is within Geographic Area 1, is home to sand lance and surf smelt spawning beaches, is lined by extensive eelgrass meadows identified as herring spawning habitat, and is prioritized as a very high Juvenile Salmon and Forage Fish Nearshore Habitat Protection Priority area. The SRP describes Strawberry Point as adjacent to both forks of the Skagit River is heavily used by six of the twenty-two independent Chinook salmon populations. Strawberry Point offers a full range of high value locations along NE Whidbey Island, Washington. Those locations include key shorelines composed of feeder bluffs and sediment transport and accretion zones, eelgrass meadows, riparian cover, forage fish rearing and ESA listed specie transit areas as well as loitering areas around three vital creek mouths (Restoration and Conservation Potentials in Island County, CGS, May 2004). The project area contains approximately 50% of Island County's Shorelines of State-Wide Significance. Areas are currently used for residential use and some privately held forest lands. Nearshore lands are mostly natural with some modified residential use.

Worksite Location Data

What are the geographic coordinates of the work site(s) (in degrees, minutes and seconds)? [If you do not have them, you may leave this question blank.]

48°, 18 min, 35 sec N; 122°, 30 min, 23 sec W

What is the township/range/section of the work site(s)?

Sections 15 – 17, 21 – 23, 26 – 27, 36, Twp 33, R.2E, W. M.

In what county(s) is the work site(s) located? In what city, if applicable?

Island County

In what Water Resource Inventory Area(s) (WRIA) is the work site located? (Provide WRIA name and WRIA number.)

Island County, WRIA 6

Is the work site on a stream and/or other waterbody? If yes, name the stream and/or waterbody. If the stream is a tributary of a larger stream, also name the larger stream. If you know the river mile, list it here.

Strawberry Point is located on Skagit Bay and is 2 miles from the North and South Forks of the Skagit River.

Is your work site(s) located within estuarine or saltwater habitat? If so, name it. How close is it to fresh water systems? Name any other estuary or habitat adjacent to this site.

Strawberry Point is within the estuarine habitat of Skagit Bay and is 2 miles from the North and South Forks of the Skagit River.

Is the work site(s) located within a park, wildlife refuge, natural area preserve, or other recreation or habitat site? If yes, name the area.

No.

10b. Application Questionnaire

Combined Projects must answer the following questions.

Will the property proposed for acquisition involve future restoration? If yes, explain how and when restoration will occur.

No acquisition is planned.

10c. Application Questionnaire

Non-profit organizations must answer the following questions.

Is your organization registered as a non-profit with the Washington Secretary of State? If so, what is your Unified Business Identifier (UBI) number?

Not applicable.

What date was your organization created?

Not applicable.

How long has your organization been involved in salmon and habitat conservation?

Not applicable.

11. Work Site Information

(ENTER ON PRISM TAB 9)

Driving Directions (provide directions that will enable staff to locate the project):

From Coupeville, WA (Island County seat), drive north on WA Highway 20. Turn east on Fakkema Rd, south on Taylor Rd, east on Silver Lake Rd and follow it as it becomes Strawberry Point Rd around the point.

Current Landowner(s) of the site (name and address). Remember to complete the Landowner Willingness Form.

Not applicable.

12. Permits

Check the appropriate boxes to indicate required and/or anticipated permits.
General permit information can be obtained at the Dept. of Ecology Permit Assistance Center
1-800-917-0043 or on their Internet site
<http://www.ecy.wa.gov/programs/sea/pac/index.html>.

(ENTER ON PRISM TAB 10)

Permits	Comments Regarding Permit Status
<input type="checkbox"/> Aquatic Lands Use Authorization (Dept of Natural Resources)	
<input type="checkbox"/> Building Permit (City/County)	
<input type="checkbox"/> Clear & Grade Permit (City/County)	
<input type="checkbox"/> Cultural Assessment [Section 106] (CTED-OAHP)	
<input type="checkbox"/> Dredge/Fill Permit [Section 10/404 or 404] (US Army Corps of Engineers)	
<input type="checkbox"/> Endangered Species Act Compliance [ESA] (US Fish & Wildlife/NMFS)	
<input type="checkbox"/> Forest Practices Application [Forest & Fish] (Dept of Natural Resources)	
<input type="checkbox"/> Health Permit (Dept of Health/County)	
<input type="checkbox"/> Hydraulics Project Approval [HPA] (Dept of Fish & Wildlife)	
<input type="checkbox"/> NEPA (Federal Agencies)	
<input type="checkbox"/> SEPA (Local or State Agencies)	
<input type="checkbox"/> Shoreline Permit (City/County)	
<input type="checkbox"/> Water Quality Certification [Section 401] (County/Dept of Ecology)	
<input type="checkbox"/> Water Rights/Well Drilling Permit (Dept of Ecology)	
<input type="checkbox"/> Other Required Permits (identify)	
X None – No permits Required	

13. Salmonid Species Information

Identify one or more targeted Salmonid species (directly on-site, indirectly downstream or within the rearing/migration corridor) whose habitat conditions you are attempting to improve or protect. Select one Primary Species.

(ENTER ON PRISM TAB 11)

Salmonid Species	Species Targeted (select as many as apply)	Primary Species (select only one)
Bull Trout	X	<input type="checkbox"/>
Chinook	X	X
Chum	X	<input type="checkbox"/>
Coho	X	<input type="checkbox"/>
Cutthroat	X	<input type="checkbox"/>
Pink	X	<input type="checkbox"/>
Sockeye	<input type="checkbox"/>	<input type="checkbox"/>
Steelhead	<input type="checkbox"/>	<input type="checkbox"/>

14a. Habitat Factors Addressed

Identify one or more Habitat Factors being addressed by this Project and select one Primary Factor.

For definitions of Habitat Factors, see Manual 18b, Appendix B.

(ENTER ON PRISM TAB 11)

Habitat Factors	Project Addresses (select as many as apply)	Primary Factor (select only one)
1. Biological Processes	X	<input type="checkbox"/>
2. Channel Conditions	<input type="checkbox"/>	<input type="checkbox"/>
3. Estuarine and Near-shore Habitat	X	X
4. Floodplain Conditions	<input type="checkbox"/>	<input type="checkbox"/>
5. Lake Habitat	<input type="checkbox"/>	<input type="checkbox"/>
6. Loss of Access to Spawning and Rearing Habitat	X	<input type="checkbox"/>
7. Riparian Conditions	X	<input type="checkbox"/>
8. Streambed Sediment Conditions	X	<input type="checkbox"/>
9. Water Quality	<input type="checkbox"/>	<input type="checkbox"/>
10. Water Quantity	<input type="checkbox"/>	<input type="checkbox"/>

14b. Species/Habitat Factors Information Sources

For Species Information provide the source and indicate if the species listed are directly on-site at some point in their life stage (i.e. SaSI, WDFW Stream Catalog, Stream Survey/Field Observation, Limiting Factors Distribution Maps).

For Habitat Factors Information list the study/report and date identifying the habitat factors for your project (i.e. SaSI, limiting factors analysis, watershed analysis, other assessments or studies).

(ENTER ON PRISM TAB 11)

Study Name	Author	Date
Island County Salmon Recovery Plan	Island County Water Resources Advisory Committee	May, 2005
Salmon Habitat Limiting Factors Resource Inventory Area 06 Island County	WA State Conservation Commission April 2000	April, 2000
Summary for Island County Estuaries Restoration Program – Six Selected Sites	Island County Public Works/Sheldon Associates	December, 1999
Island County Wetland Compensation (Restoration) Program	Island County/Sheldon Associates	May, 1999
Island County Feeder Bluff and Accretion Shoreform Mapping: Final Report	Island County Marine Resource Committee/Coastal Geologic Services	November, 2005
Delta and Nearshore Restoration for the Recovery of Wild Skagit River Chinook Salmon: Linking Estuary Restoration to Wild Chinook Salmon Populations	Skagit River System Coop, NOAA Fisheries and USGS Western Fisheries Research Center	October, 2005

15. Evaluation Proposal

Applicants must respond to the following items. The local citizen and technical advisory groups will use the evaluation proposal to evaluate your project. Applicants should contact their lead entity for additional information that may be required.

Up to eight pages may be submitted for each project evaluation proposal.

(SUBMIT INFORMATION VIA PRISM ATTACHMENT PROCESS OR ON PAPER)

I. Background

Protection is central to WRIA 6's salmon recovery strategy. This proposal's implementation strategies and actions protect nearshore habitats and processes of high value Strawberry Point watershed locations on Whidbey Island, Washington (WRIA 6 Salmon Recovery Plan, May, 2005). Those locations include key shorelines composed of feeder bluffs and sediment transport and accretion zones, eelgrass meadows, riparian cover, forage fish rearing and ESA listed specie transit areas, including loitering areas around three vital creek mouths (Restoration and Conservation Potentials in Island County, CGS, May 2004). Strawberry Point's landscape position directly across from the Skagit River delta creates valuable habitat for migrating juvenile salmonids. Island County's SRP shows that its location adjacent to both forks of the Skagit River is heavily used by six of the twenty-two independent Chinook salmon populations. As the SRP documents: Strawberry Point is within Geographic Area 1, is a juvenile Chinook utilization area, is home to sand lance and surf smelt spawning beaches, is lined by extensive eelgrass meadows identified as herring spawning habitat, and is prioritized as a very high Juvenile Salmon and Forage Fish Nearshore Habitat Protection Priority area. Strawberry Point includes a variety of shoreforms and beach environments including estuary and embayment-like environments include beach areas, mud flats, dendritic channels, an eelgrass meadow, and kelp beds. All of these biologic communities and physical habitat provide important salmonid refugia and nursery grounds within the higher energy environment of the Puget Sound. In particular, the nearshore areas provide important habitat for Endangered Species Act (ESA) listed chinook salmon and bull trout. The inner-area of Northern Puget Sound includes embayments and barrier beaches fed by the high bluffs of glacial outwash that comprise much of the Puget Sound shoreline. These bluffs provide an abundant supply of sand and gravel which is constantly eroded by waves (Fetherston et al. 2001: Reference site study and conceptual design alternatives for restoration of the Miller Creek estuary in King County). Waves also transport these sediments along the littoral zone to sustain the coastal spits and beaches. The project area includes State and County held lands as well as a variety of privately held properties, some with attached conservation easements.

The following cited resources have documented the importance of this area for salmonid species:

- The area is identified as proposed critical habitat for chinook salmon by NOAA Fisheries (NOAA 2005: *Critical Habitat Proposed for Washington's Puget Sound Population of Chinook Salmon*). In addition, U.S. Fish and Wildlife has proposed bull trout nearshore critical habitat along Whidbey Island (USFW 2005: *Proposed Bull Trout Critical Habitat – Coastal/Puget Sound Boundaries*). These areas are also Essential Fish Habitat (EFH) for a variety of juvenile stages of Pacific salmon and other marine species according to the Magnuson-Stevens Act.
- The Skagit River System Cooperative research program (*Estuarine Fisheries Sampling Plan*), which conducts long-term monitoring of juvenile chinook salmon timing and abundance and estuarine habitat selection, has shown juvenile chinook salmon use of adjacent nearshore environment (Skagit River System Cooperative 2004; Beamer et al. 2000).

- Chum salmon were the most abundant species documented in 1995 at various sampling sites located at the north end of Whidbey Island, including Skagit Bay (Beamer 2005 personal communication; Hayman et al. 1996: *FY 1995 Skagit River Chinook - Restoration Research Progress Report No. 1*). In addition, Juvenile chum salmon accounted for nearly 92 percent (10,112) of all species of juvenile salmonids caught at Ala Spit and Hoypus Point, and 49 percent of the total number of juvenile chum caught in the study. Coho salmon were counted early May through June.
- Chinook salmon are commonly caught from February through September in the area. Sub-adult and adult bull trout are also common in the nearshore area and use the area for foraging (Beamer 2005 personal communication; Goetz et al. 2004: *Bull trout in the near shore*). According to Beamer (2005 personal communication), most of these juvenile chinook salmon are likely Skagit River in origin due to both the near proximity to the Skagit River delta and to the number of wild chinook salmon out migrating the Skagit River in comparison to other nearby rivers (i.e., millions of fish compared to several hundred thousand).
- Recent research has shown that wild Chinook from the Skagit River system utilize nearshore estuarine habitats more fully than hatchery chinook (Rice et. al 2005: *Puget Sound Georgia Basin: Research Conference Abstracts and Biographies March 29-31, 2005*).
- Pocket estuaries in the area have been shown to provide important habitat for juvenile salmonids. In a survey performed in April, May, and June, 2004, juvenile pink and chum salmon were found to utilize the pocket estuary area of Ala Spit, just north of Strawberry Point. Overall juvenile salmon densities were much higher inside the lagoon than in adjacent nearshore areas.
- The fish survey data provides clear evidence of salmonid utilization of the North East Whidbey Island nearshore environment. These data further support the conclusion of the *Area 6 (Whidbey & Camano Islands) Water Resource Inventory Multi-Species Salmon Recovery Plan* (WRIA 6 STAG 2005) indicating that this area is important for the recovery of listed chinook salmon and bull trout populations.

According to the June, 2005 Puget Sound Salmon Recovery Plan, "Protection is needed at the individual habitat site as well as at the ecosystem scale to ensure the processes that create habitat continue to function." This project takes the plan's philosophy and operationalizes it through on-the-ground activities. The purpose of the project is to protect healthy nearshore processes and habitats of Strawberry Point for the benefit of juvenile and adult salmon. The primary goal of this project is WRIA 6's Salmon Recovery Plan (SRP) Goal 1: A net increase in salmon habitat through inventory and protection. The project focuses on this goal's first two primary objectives—inventory and protection—thereby implementing the highest priorities of WRIA 6 in the critical geographic location of Strawberry Point on Whidbey Island.

This project also mirrors the goals, objectives and philosophy of the WRIA 6 SRP's Ten Year Implementation Plan. Goal 1 is protecting, enhancing and restoring ecosystems processes and salmon habitat. This is carried out by the Ten Year Implementation Plan's first two objectives for Goal 1: "Inventory and prioritize nearshore and fresh-water for protection and restoration activities" and "protect existing high-quality nearshore and stream habitats."

Guidance for Protection and Restoration of Nearshore Ecosystems of Puget Sound (The Puget Sound Nearshore Ecosystem Restoration Program, May, 2003) calls out protection as the first among four recommended actions. Their guidance is that "protecting portions of ecosystems with functioning

natural processes has a high chance of achieving desired goals, such as salmon recovery, because further degradation of important processes and landscape segments can be decelerated." Island County's SRP states, "If further habitat losses are to be avoided, habitat protection must be pursued with new determination given the challenges related to continued population growth." Regulatory tools of the Growth Management Act are implemented through Critical Areas Ordinances and Shoreline Masters Programs. Those regulatory tools are important and are supplemented by Island County's SRP which "focuses on voluntary opportunities to increase the levels of protection through stewardship, conservation easements and acquisitions. This strategy also focuses on encouraging voluntary enhancement."

II. Problem Statement

Protection as used in the SRP and this proposal means the act of protecting nearshore processes and habitats through stewardship or acquisition methods. Little if any protection formal protection planning has occurred along Strawberry Point. This problem is particularly acute when seen in context of the Puget Sound Salmon Recovery Plan. It states, "The Puget Sound Technical Recovery Team (PSTRT) identified protection of existing and functioning habitat as most important in their technical guidance to watersheds (PSTRT, 2002)."

From initial surveys it is known that:

- (1) Little protection planning for shoreline processes or habitat has occurred on publicly held lands on Strawberry Point.
- (2) Limited protection or protection planning has occurred on privately held lands in the project area

The continued lack of protection planning and actions put valuable Chinook habitat at risk. As the Puget Sound Salmon Recovery Plan (2005) states, "Protection is a more certain strategy than restoration because we know that untrammelled habitats are more likely to support species." Hence, these vital habitats and processes along the northeast shoreline of Whidbey Island have become a significant issue of concern.

This project will identify and assess the current conditions of all private and public shoreline of Strawberry Point watershed and secondly identify recommended implementation actions needed to protect the physical and biological processes that create and maintain the nearshore and its biotic communities. This will include the delivery of a conservation easement design plan to be implemented in the follow-on acquisition phase (see Phase II in Section V, Task and Time Schedule). All this will occur while maintaining a full voluntary basis for project participation.

III. Project Objective

The objective of this project is to protect nearshore processes and habitats through protection actions like increased voluntary stewardship, acquisition and other non-regulatory efforts. Only through a coordinated partnership with local agencies achieved by centralized program management can a scientifically based assessment of nearshore habitats and related protection be carried out. As project lead, Island County's overarching responsibility is to ensure consistency of scientifically based methodologies and priorities, followed by strong, partner-wide coordination and reporting of results.

The four project goals are: assemble existing data, fill needed data gaps and evaluate relevant data; create recommended implementation action plans; implement and evaluate partner action plans; and provide a conservation easement assessment for optimum, follow-on acquisition project(s).

Project objectives to achieve these goals include the following:

I) Assemble, Fill and Review Existing Data

- (1) Assemble existing data into a preliminary report
- (2) Assess the geomorphic changes of the Strawberry Point area
- (3) Assess the status of Strawberry Point's riparian conditions
- (4) Identify historic, current, and potential watershed land use issues effecting the nearshore environment of Strawberry Point

II) Create Partner Specific Implementation Strategy Plans

- (5) Synthesize report information obtained in the data review assessment as well as the recommended protection actions at Strawberry Point. Voluntary, non-regulatory protection action plans will be implemented by Whidbey Island Conservation District, Whidbey-Camano Land Trust and WSU Extension Office/Marine Resource Council. Other owners of Strawberry Point public nearshore lands (Island County Parks and Washington State Parks Deception Pass State Park) will be invited, as non-funded members to participate in the process.

III) Implement and Evaluate Implementation Plan Results

- (6) Island County Planning Department will lead, coordinate and standardize the common protection framework and goals based on the assembled data. Technical and scientific information will identify ideal protection action candidates. These will be categorized by watershed and by partner's area of responsibility. Recommended voluntary, non-regulatory actions pertaining to protection management strategies for Strawberry Point will be presented, evaluated and selected. The plan report will include pertinent GIS figures, data tables, and photographic documentation. Partners will carry out and evaluate results of protection activities. Additionally, the project lead will produce status reporting on partner results through normal SRFB reporting channels. Further this task will include twice yearly assembly of full partner panels with other local and SRFB identified members to review and record protection planning and implementation progress. Other owners of Strawberry Point public nearshore lands (Island County Parks and Washington State Parks Deception Pass State Park) will be invited, as non-funded members to participate in the process.

IV) Prepare Conservation Easement Feasibility Assessment

- (7) Whidbey Camano Land Trust (WCLT) will lead a feasibility study that will assess the willingness of private landowners to agree to allow access to their land for a habitat project or for selling a conservation easement. This task will be based on the results of tasks 1 – 5. Additionally, WCLT will use their normal protocols in assessing, prioritizing and performing outreach with candidate land owners. Areas that are not candidates for protection, such as developed or armored areas, will not be considered in this plan. The results of the proposed conservation easement assessment will directly lead to identification, siting, or design of habitat protection project(s) or fill a data gap identified as a priority in a lead entity strategy. Projects will focus on addressing findings that merit protection and that are advisable without adverse impact to current land owner land functions and processes.

IV. Project Approach and Methodology

Geographic setting of the project

Northern Strawberry Point comprises 6 miles of wide sand beach and creek mouths and is located in Island County on the northeast corner of Whidbey Island in Puget Sound two miles from the mouth of the Skagit River.

Individuals and methods used to identify the project and its location:

Protecting Strawberry Point habitat and processes is a very high priority for the recovery of listed chinook salmon (as well as bull trout) populations as identified in the *Water Resource Inventory Area 6 (Whidbey & Camano Islands) Multi-Species Salmon Recovery Plan* (WRIA 6 STAG 2005). In addition, the WRIA 6 Salmon Recovery Plan identifies the area as a very high protection priority for forage fish habitat and high protection priority for juvenile salmon habitat (WRIA 6 STAG 2005). Further, the area contains four critical protection areas as identified in Island County's Restoration and Conservation Potentials in Island County (CGS, 2004).

Assessment result benefit to salmonids and filling of data gaps:

Recent and ongoing efforts by Island County in collaboration with various agencies and organizations (e.g., Skagit River System Cooperative, NOAA Fisheries, Washington Department of Fish and Wildlife) to fill key ecosystem science data gaps have produced a significant amount of data and information applicable to the assessment subject of this SRFB grant application. Consequently, the proposed project approach will build upon these existing resources, rather than initiate new studies that may duplicate existing data. A significant amount of the available resources are presented in the *Water Resource Inventory Area 6 (Whidbey & Camano Islands) Multi-Species Salmon Recovery Plan* (WRIA 6 STAG 2005). The results of the proposed assessment will fill the existing data gaps thus providing necessary information to develop a protection management plan for Strawberry Point that protects the physical processes and habitats.

Assessment design and methodology:

The assessment will include both analyses of archival aerial photography and process-based field surveys of physical landforms, processes, and biotic communities. The surveys will serve both for analysis of current conditions as well as a baseline data set for monitoring the status of future conditions. Costs associated with these activities were derived based on past experience performing similar assessments. The following tasks summarize the proposed methodology for the Strawberry Point Protection Assessment project:

Task 1. Existing Information Review

The assessment will start with the collection and review of existing information pertaining to the physical processes that created and maintain Strawberry Point, as well as habitat information including the following:

- Water Resource Inventory Area 6 (Whidbey & Camano Islands) Multi-Species Salmon Recovery Plan (WRIA 6 STAG 2005).
- Assessment of Drift Cell Function (Coastal Geologic Services 2005).
- Identification and Assessment of Whidbey Basin Pocket Estuaries (Skagit River System Cooperative 2003-present).
- Island County Feeder Bluff and Accretion Shoreform Mapping Project (Island County 2003-present).

- Washington State Shore Zone Inventory GIS map layers from Washington Department of Natural Resources, Nearshore Habitat Program (WDNR 2001).
- Puget Sound Intertidal Habitat Inventory 1996 for Skagit County and Northern Whidbey Island of Washington State (WDNR 1997).
- Shoreline Management/Zoning Designation Database (Island County Planning Department 2005)
- Oblique aerial photographs from Washington Department of Ecology (Ecology 1976–1997, 1992, 2000).
- Historic maps and charts depicting Ala Spit (Historical Map & Chart Project 2005)

Task 2. Geomorphic Shoreline Change Assessment: Implications for Shoreline Area Protection

Geomorphic shoreline changes will be assessed using the results of the aerial photograph, map analyses, and ground truth GPS surveys. The purpose of this assessment is to determine historic and recent geomorphic changes to the eastern shoreline of Whidbey Island where bluff sediment feeders have been previously mapped (WDNR 2001; WRIA 6 STAG 2005).

In order to facilitate the assessment of historical changes (i.e., erosion and accretion), historical sites will be identified and mapped, including sites of mass wasting (i.e., bluffs with shallow surficial erosion and deep seated landslides), and stream and river outlets. This work will build upon *Island County Feeder Bluff and Accretion Shoreform Mapping Project* (Island County 2003-present) and other available sources. All GIS mapping will be referenced with and build upon Washington State ShoreZone Inventory (WDNR 2001) units to facilitate cross-referencing of study findings and existing information. Coastal mapping will be based on a digital elevation model (DEM) created with lidar (light detection and ranging), historical and recent rectified aerial photographs, and aerial oblique shoreline photographs available from the Washington State Department of Ecology for 1976–1977, 1992, and 2000.

Task 3. Role of Riparian Vegetation: Implications for the Shoreline Area Protection

Riparian vegetation along the shoreline areas will be characterized in order to assess their past, current, and future role in the maintenance of this area. The plant community will be identified and mapped using existing aerial photography and a ground truth GPS survey. The riparian vegetation will be characterized as forest, shrubland, herbaceous, nonvascular, or sparse vegetation.

Task 4. Watershed Characterization: Implications for the Shoreline Area Protection

Potential watershed and land use issues include increased stormwater intensity and runoff, nearshore and freshwater sedimentation, non-point pollution from overland flow, stormwater, and failing septic systems (WRIA 6 STAG 2005). Hydrologic connection between upland area and shoreline will be characterized. Future development, zoning, fresh water contributions and implication of riparian and LID use changes will be evaluated.

Task 5. Implementation Action Plan Report Coordination, Preparation and Adoption

Island County Planning Department will lead, coordinate and standardize the common protection framework, goals and reports based on assembled data. Technical and scientific information will identify ideal protection action candidates. These will be categorized by watershed and by partner's area of responsibility. Recommended voluntary, non-regulatory actions pertaining to protection management strategies for Strawberry Point will be presented, evaluated and selected. Each partner will create a plan and the plan report will include pertinent GIS figures, data tables, and photographic documentation.

Task 6. Protection Action Plan Implementation and Evaluation

Protection action plans will be implemented by Whidbey Island Conservation District, Whidbey-Camano Land Trust, and WSU Extension Office/Marine Resource Council. Recommended voluntary, non-regulatory actions will be carried by the designated partner, in conjunction with other partners, other agencies and willing landowners and public organizations. Additionally, the project lead, Island County, will produce status reporting on partner results through normal SRFB reporting channels. Further this task will include twice yearly assembly of full partner panels with other local and SRFB identified members to review and record protection planning and implementation progress. At the conclusion of the project plan implementation evaluations will take place to determine how many outcomes were accomplished and what contributions those outcomes made to achieving protection objectives. Other owners of Strawberry Point public nearshore lands (Island County Parks and Washington State Parks Deception Pass State Park) will be invited, as non-funded members to participate in the process.

Task 7. Conservation Easement Feasibility Study

A feasibility study will include assessing the willingness of landowners to agree to allow access to their land for a habitat project or for selling a conservation easement. Areas that are not candidates for protection, such as developed or armored areas, will not be considered in this plan. The results of proposed conservation easement assessments must directly lead to identification, siting, or design of habitat protection or restoration projects or fill a data gap identified as a priority in a lead entity strategy. The protection design report will guide the approach and will be an aid to addressing remaining issues, such as permitting, final design and ultimately completed conservation easement(s). Projects will focus on addressing findings that merit voluntary protection and that are advisable without adverse impact to current land owner land functions and processes.

How this project will lead to salmonid habitat protection:

The results of this project will provide a clear assessment of the current and future conditions of Strawberry Point salmonid habitat with and without protection measures. By clearly assessing the local and landscape scale biophysical processes generating and maintaining Strawberry Point, and attendant salmonid habitat, science-based protection strategies will be identified.

Consequences of not conducting this project at this time:

The biological integrity of Strawberry Point is dependent upon both local and landscape scale biophysical processes. If these processes are not clearly identified and protection actions are not identified and Strawberry Point shoreline protected, then irreversible critical salmonid habitat will be lost.

How the project design and methodology will be implemented:

The proposed protection design and methodology will be implemented by technically qualified individuals in related State, County, consultant firm and local non-profit agencies, who are retained for this purpose. Island County will coordinate the project staffing, all required consultant technical efforts and will manage the grant funds.

- The project cost was estimated by Island County, in conjunction with environmental experts, based on previous experience conducting similar assessments for the protection of nearshore habitat in Puget Sound.

- To ensure that project objectives will be achieved, consideration was given to the elements required to obtain an understanding of the physical processes that create and maintain nearshore Puget Sound habitats, based on best available science.
- Whidbey Island Conservation District, Whidbey-Camano Land Trust and local WSU Extension Office are partners on the project.
- Island County will retain a technically qualified individuals(s) upon receiving the grant funds.

V. Task and Time Schedule

The protection assessment is expected to be a 24-month process. The following time schedule is expected to be necessary to complete each of the proposed 7 protection assessment tasks, following project initiation (portions of some of the tasks may be performed concurrently):

Task 1 – Existing Information Review, Historic/Recent Aerial Photograph and Map Analysis: **4 weeks**

Task 2 – Geomorphic Shoreline Changes Assessment: **8 weeks**

Task 3 – Role of Riparian Vegetation Characterization: **12 weeks**

Task 4 – Watershed Characterization: **12 weeks**

Task 5 – Protection Assessment and Plan Recommendations Preparation: **30 weeks**

Task 6 – Protection Plan Implementation and Evaluation: **48 weeks**

Task 7 – Conservation Easement Feasibility Assessment Project: **24 weeks**

Phase II Implementation of Conservation Easement Assessment Actions (no funds are being requested for these future tasks):

Task 1 - Application for SRFB funding to acquire conservation easements (see task 7). Partner with existing organizations like Whidbey/Camano Land Trust.

Task 2 - Gain conservation easements or acquisition(s) of adjacent private parcels (as appropriate based on feasibility assessment - phase I data)

Task 3 - Technical communications, future partner surveys and outreach with property owners

Task 4 - Internal Island County technical planning and discussions with Planning - shoreline permitting, Public Works, Health Department and others)

VI. Constraints and Uncertainties

There are no known constraints or uncertainties that may hinder successful completion of the project. As the Puget Sound Salmon Recovery Plan (2005) states, "Protection is a more certain strategy than restoration because we know that untrammelled habitats are more likely to support species." However, potential delays could occur during field investigation while trying to obtain property access to the beach areas. To avoid potential delays, Island County is reviewing past, successfully implemented public outreach strategies which could be applied to inform property owners of the project. Past outreach activities included sending letters to owners of properties requiring field access. Letters will also illustrate relevance of the assessment for the protection of Strawberry Point as valuable habitat and community asset. Since, as the Puget Sound Salmon Recovery Plan (2005) further states, "One protection element that is often overlooked is the contribution by private citizens as land stewards. Understanding these citizens interests and concerns is a critical component of a successful protection strategy."



ISLAND COUNTY PLANNING & COMMUNITY DEVELOPMENT

Jeff Tate, Director

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FAX: (360) 679-7306 ■ 1 NE 6th Street, P. O. Box 5000, Coupeville, WA 98239-5000
Internet Home Page: <http://www.islandcounty.net/planning/>


~ MEMORANDUM ~

RECEIVED

NOV 7 2007

ISLAND COUNTY
COMMUNITY DEVELOPMENT

TO: Board of Island County Commissioners

FROM: 
Jeff Tate, Director

DATE: November 1, 2007

SUBJECT: **Competitive Solicitation exception requested IAW ICC 2.29.030 B.12**
Services Agreement between Island County and Herrera Environmental
Consultants, Inc. (contract for assistance with Strawberry Point SRFB Grant,
Project No. 06-2217N)

Background

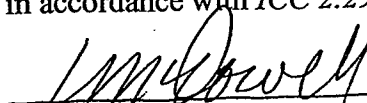
Island County and this Department is currently engaged in an assessment project involving Strawberry Point watershed near-shore processes and habitat. This study is funded in part by a two-year grant with SRFB (Salmon Recovery Funding Board, project number 06-2217N), and requires the performance of certain technical tasks by this department.

Because we presently have a consultant (Herrera Environmental Consultants, Inc.) performing this same type of work for a similar SRFB project that is in close proximity (Ala Spit), we prefer to continue to utilize that firm's services for our Strawberry Point Protection Assessment project, to maximize efficiencies of operations and costs. County staff and consultant are jointly working on GIS and monitoring issues which can be equally applied to Strawberry Point. Furthermore, this contractor is currently engaged in review of existing information and data collection that also applies to Strawberry Point, which makes the consultant uniquely qualified for the project and will result in the least impact to department staffing levels, workload and schedules, besides expeditious completion of our SRFB-required tasks.

Recommendation

We respectfully recommend that in consideration of the above, you grant an exception to the County's Competitive Solicitation process, in accordance with ICC 2.29.030 B.12.

APPROVED NOV. 5 2007


WM L. McDOWELL CHAIRMAN



CONTRACT REVIEW FORM

Risk Management
Contract Control Number:

~~RM PW-07-0197~~
RM-PLAN-07-0191

Contract Name : <i>(Strawberry Point)</i> <i>Services Agreement between Isl. Co. + Herrera E.C.</i>	
Department Contact : <i>Jan Smith</i>	Request Date : <i>10/08/07</i>
Effective Date of Contract : <i>11-01-07</i> <i>upon sig</i>	Term of Contract : <i>to 09/21/08</i>
Contract \$ Amount : <i>64545.00</i>	Contract Number : <i>100</i>
Circle One : [BID] [NO BID] [RFQ/RFP]	
* If "NO BID" identify exemption to mandatory bidding = <i>see memo - ICC 2-29-010, 020, 030.B</i>	
Funds Available : <i>64545.00</i>	<i>54585.71</i>
[Budgeted]	[Grant]
Return to Originating Department by: <i>ASAP</i> or call for pick up, ext. # = <i>7987</i>	

ACTION REQUIRED: OCT 09 2007

A. Review by Prosecuting Attorney

ISLAND COUNTY
* Date to Risk Management under separate cover = *10/08/07*

[Signature] *10/12/07* or Comments
Approved as to Form Date

Comments: *① Subject to changes noted. You'll need to add the "Sponsor's Application" to be part of Exhibit "D."* *② Subject to either competitive solicitation*

B. Review by Risk Management : Date to Prosecuting Attorney under separate cover = [] [] []

[Signature] *10/17/07* or Comments
Approved Date

Comments: *See also add comments by RM-BTK of 10-11-07*

Other notes:



Second Review see page 2 Reverse Side

The top portion of this form will be completed by Originating Department and attached to the Contract for Services to be reviewed. This form will stay with the contract through the contract review process.

RECEIVED
OCT 15 2007
GEN SVCS ADMIN

Procurement being first followed on BLC issued on record per ICC 2.29.030 (BX12).



Risk Management
Contract Control Number:

CONTRACT REVIEW FORM RM-PLAN-07-0191

Contract Name : <u>(Strawberry Point)</u> <u>Services Agreement between Isl. Co. + Herrera E.C.</u>	
Department Contact : <u>Jan Smith</u>	Request Date : <u>10/08/07</u>
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* If "NO BID" identify exemption to mandatory bidding = <u>see memo - ICC 2-29-010, 020, 030.B</u>	
Funds Available : <u>64545.00</u> [Budgeted]	<u>54585.71</u> [Grant]
	<u>9959.29</u> [Grant Match %]
Return to Originating Department by: <u>ASAP</u> or call for pick up, ext. # = <u>7987</u>	

ACTION REQUIRED:

A. Review by Prosecuting Attorney

* Date to Risk Management under separate cover = 10/08/07

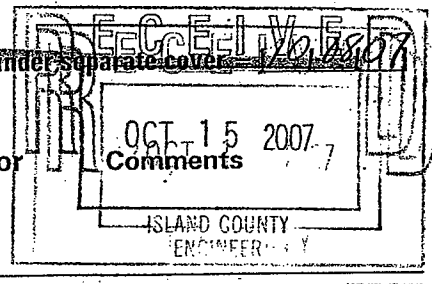
Approved as to Form

Date

or

Comments

Comments:



B. Review by Risk Management : Date to Prosecuting Attorney under separate cover = 10/08/07

Approved

Date

or

Comments

Comments:

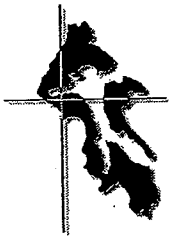
Other notes:



Second Review see page 2 Reverse Side

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OCT 08 2007
GEN SVCS ADMIN



ISLAND COUNTY PLANNING & COMMUNITY DEVELOPMENT

Jeff Tate, Director

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Internet Home Page: <http://www.islandcounty.net/planning/>

~ MEMORANDUM ~

TO: Board of Island County Commissioners

FROM: Jeff Tate, Director

DATE: October 17, 2007

SUBJECT: **Competitive Solicitation exception requested IAW ICC 2.29.030 (B.) (12)**
Services Agreement between Island County and Herrera Environmental
Consultants, Inc. (contract for assistance with Strawberry Point SRFB Grant,
Project No. 06-2217N) - \$64,545.00

Background

Island County and this Department are currently engaged in an assessment project involving Strawberry Point watershed near-shore processes and habitat. This study is funded in part by a two-year grant with SRFB (Salmon Recovery Funding Board, project number 06-2217N¹), and requires the performance of certain technical tasks by this department.

Because we presently have a consultant (Herrera Environmental Consultants, Inc.) performing this same type of work via contract² for a similar SRFB project that is in close proximity (Ala Spit³), we prefer to continue to utilize that firm's services for our Strawberry Point Protection Assessment project, to maximize efficiencies of operations and costs. County staff and consultant are jointly working on GIS and monitoring issues which can be equally applied to Strawberry Point. Furthermore, this contractor is currently engaged in review of existing information and data collection that also applies to Strawberry Point, which makes the consultant uniquely qualified for the project and will result in the least impact to department staffing levels, workload and schedules, besides expeditious completion of our SRFB-required tasks.

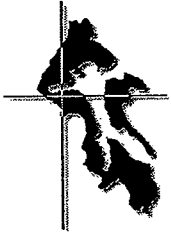
Recommendation

We respectfully recommend that in consideration of the above, you grant an exception to the County's Competitive Solicitation process, in accordance with *ICC 2.29.030 (B.) (12)*.

¹ Total SRFB Strawberry Point Project Cost is \$211,900; of that amount, grant funds will pay 84.57% or \$179,200.

² Current contract between IC and Herrera for Ala Spit SRFB project is \$ 150,000. The contract for Herrera for Strawberry Point SRFB project is for \$ 64,545 maximum, pending waiver (exception) per *ICC 2.29.030 (B.) (12)*.

³ Total SRFB Ala Spit Project Cost is \$187,641; of that amount, grant funds will pay 81%, or \$151,846.



ISLAND COUNTY PLANNING & COMMUNITY DEVELOPMENT

Jeff Tate, Director

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~ MEMORANDUM ~

TO: Board of Island County Commissioners

FROM:

Jeff Tate, Director

DATE:

DRAFT DRAFT

*THIS DRAFT WAS INITIAL ONLY
Accompanied ICPA + ICRM reviews*

SUBJECT:

Services Agreement between Island County and Herrera Environmental Consultants, Inc. (contract for assistance with Strawberry Point SRFB Grant, Project No. 06-2217N) -- Competitive Solicitation exception requested IAW ICC 2.29.010, 2.29.020 and 2.29.030 B.12

Background

Island County and this Department is currently engaged in an assessment project involving Strawberry Point watershed near-shore processes and habitat. This study is funded in part by a two-year grant with SRFB (Salmon Recovery Funding Board, project number 06-2217N), and requires the performance of certain technical tasks by this department.

Because we presently have a consultant (Herrera Environmental Consultants, Inc.) performing this same type of work for a similar SRFB project that is in close proximity (Ala Spit), we prefer to continue to utilize that firm's services for our Strawberry Point Protection Assessment project, to maximize efficiencies of operations and costs. County staff and consultant are jointly working on GIS and monitoring issues which can be equally applied to Strawberry Point. Furthermore, this contractor is currently engaged in review of existing information and data collection that also applies to Strawberry Point, which makes the consultant uniquely qualified for the project and will result in the least impact to department staffing levels, workload and schedules, besides expeditious completion of our SRFB-required tasks.

Recommendation

We respectfully recommend that in consideration of the above, you grant an exception to the County's Competitive Solicitation process, in accordance with ICC 2.29.010, 2.29.020 and 2.29.030 B.12.