

ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS

(Including Diking Improvement District #4)

Meeting Agenda – October 6, 2026

Those interested in attending the meetings virtually may use the following link:

ZOOM: <https://zoom.us/j/91965945479?pwd=7MQGsXk55V0bWpce7TuDfgPj9aI6bL.1>

Passcode: 913256 or by telephone: 1-253-215-8782 **Webinar ID:** 919 6594 5479 **Passcode:** 913256

****ASSISTIVE LISTENING DEVICES AVAILABLE IN THE COMMISSIONERS' HEARING ROOM****

October 6, 2026

10:00 a.m. Regular Meeting

2:00 p.m. BOCC Business Meeting with Human Services, Public Health, Public Works, and Planning & Community Development

October 7, 2026

9:00 a.m. Work Session with Individual Departments and Elected Officials

Location: Board of County Commissioners Hearing Room (Room 102B Basement), Island County Annex Building, 1 NE 6th Street, Coupeville, WA.

MEETING AGENDA – OCTOBER 6, 2026

[10:00:09 AM \(00:00:01\)](#)

10:00 a.m. Convene Regular Meeting – Pledge of Allegiance

Commissioner Johnson is excused.

Commissioner Bacon is attending virtually.

10:00 a.m. Public Input or Comments

The Board values your ideas and sets aside this time for members of the public to speak to the Board about subjects of concern or interest, or items on the agenda. Comments on matters scheduled for Public Hearing will only be heard during the hearing. Public comments are limited to 3 minutes, and commenters should state their name clearly for the record before giving their statement. If you have any documents to present to the Board, please hand them to the Clerk of the Board prior to speaking.

[10:01:30 AM \(00:01:22\)](#) Don Meehan

[10:06:54 AM \(00:06:46\)](#) Hunter

[10:12:43 AM \(00:12:35\)](#)

Approval of Agenda – APPROVED AS AMENDED (2-0)

Two Executive Sessions added:

- *As allowed under RCW 42.30.110(1)(b) to discuss real estate sale, purchase, or lease if there is a likelihood that disclosure would increase the price.*
- *As allowed under RCW 42.30.110(1)(i) to discuss litigation or potential litigation with legal counsel.*

Item moved to the regular agenda:

Interlocal Agreement between Island County, San Juan County, Skagit County, Snohomish County, Whatcom County, and the City of Marysville to Provide Mutual Aid to One Another During a Disaster or Emergency Event through the Washington Intrastate Mutual Aid System (WAMAS) (RM-EM-2026-284). 



ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS

(Including Diking Improvement District #4)

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[10:14:16 AM \(00:14:08\)](#)

Consent Agenda – APPROVED AS AMENDED (2-0)

Consent Agenda items will be considered together and will be approved on a single motion, typically without discussion. The items proposed for the Consent Agenda are routine, and public comment or inquiries are not anticipated. Any item on the Consent Agenda can be moved to the Regular Agenda upon request from any Board Member. An item moved to the Regular Agenda will be considered after the Consent Agenda.

- 1) Approve pre-audited vouchers, warrants, electronic funds transfers, and payroll.

9/29:  

10/6:  

Commissioners

- 2) Resolution No. C-65-26 Continuing Relationships with the WA Counties Risk Pool and the Related Appointments and Designations of/for each Member County.  

ITEM MOVED TO THE REGULAR AGENDA

Department of Emergency Management

- ~~3) Interlocal Agreement between Island County, San Juan County, Skagit County, Snohomish County, Whatcom County, and the City of Marysville to Provide Mutual Aid to One Another During a Disaster or Emergency Event through the Washington Intrastate Mutual Aid System (WAMAS) (RM-EM-2026-284).~~  

Facilities

- 4) Resolution C-61-26 Vehicles Belonging to Island County Fleet Services Have Lost their Economic Value and will be Disposed of in Accordance with Island County Code Chapter 2.31.  

Human Resources/GSA

- 5) Labor Agreement between Island County and the Sheriff's Criminal Division Guild, 2025 through 2027.  

Human Services

Developmental Disabilities

- 6) Contract with The Arc of Washington State to Provide a Parent-to-Parent Coordinator in Island County. Term: 7/1/26—6/30/27; Amount: \$17,952 (RM-HS-2026-307).  

Public Defense

- 7) Contract with Defender by Karpel for Data Management Software for the Public Defender's Office. Term: 10/6/26—10/5/27; Amount: \$38,710 (RM-OPD-2026-310).  

Public Health

- 8) Consolidated Contract Amendment No. 16 with WA State Department of Health Adds Statement of Work for the Maternal & Child Health Block Grant. Contract No.: CLH32052(16); Term: 1/1/25 —

ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS

(Including Diking Improvement District #4)

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12/31/27; Contract Amendment No. 16 Increases Allocations by \$13,950, Bringing the Total Amount to \$8,486,647 (RM-HLTH-2026-313).  

Public Works

Solid Waste

- 9) Letter of Acceptance DTG Assignment of Contract to MCS Recycle, LLC for Recycling Services in Island County (RM-PW-2026-260) (PW-2026-68).  

Regular Agenda

Items listed under this portion of the agenda are considered separately.

ITEM MOVED FROM THE CONSENT AGENDA

10:14:35 AM (00:14:27)

Department of Emergency Management

INTERLOCAL AGREEMENT BETWEEN ISLAND COUNTY, SAN JUAN COUNTY, SKAGIT COUNTY, SNOHOMISH COUNTY, WHATCOM COUNTY, AND THE CITY OF MARYSVILLE TO PROVIDE MUTUAL AID TO ONE ANOTHER DURING A DISASTER THROUGH THE WASHINGTON INTERSTATE MUTUAL AID SYSTEM WAS APPROVED (2-0).

- 3) Interlocal Agreement between Island County, San Juan County, Skagit County, Snohomish County, Whatcom County, and the City of Marysville to Provide Mutual Aid to One Another During a Disaster or Emergency Event through the Washington Intrastate Mutual Aid System (WAMAS) (RM-EM-2026-284).  

Public Hearings

Public Hearings will begin no sooner than 10:00 a.m.

There were no Public Hearings.

10:18:48 AM (00:18:40)

EXECUTIVE SESSION ANNOUNCEMENTS

The Board will reconvene at 11:30 a.m. for two Executive Sessions.

- *The Board will first reconvene for Executive Session at 11:30 a.m. as allowed under RCW 42.30.110(1)(b) to discuss a real estate sale, purchase, or lease if there is a likelihood that disclosure would increase the price. The Executive Session will be held in the Admin Building Room #116, and is expected to last 15 minutes, until 11:45 a.m., with no announcement anticipated.*
- *The board will then reconvene again at 1:00 p.m. for a second Executive Session as permitted under RCW 42.30.110(1)(i) to discuss litigation with legal counsel. The Executive Session will be held in the Admin Building, Room 116, and is expected to last 30 minutes, until 1:30 p.m., with no announcement anticipated.*

Commissioners' Comments & Announcements

This is an opportunity for Commissioners to discuss items of personal or mutual interest.

10:19:44 AM (00:19:36) Commissioner Bacon

ISLAND COUNTY BOARD OF COUNTY COMMISSIONERS

(Including Diking Improvement District #4)

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[10:22:38 AM \(00:22:30\)](#) Commissioner St. Clair

[10:29:26 AM \(00:29:18\)](#) Meeting Adjourned until 11:30 a.m. for Executive Session.

Due to a pause in the recording the timestamps do not reflect the actual time but the time in the recording.

[10:29:41 AM \(00:29:33\)](#)

EXECUTIVE SESSION CORRECTION ANNOUNCEMENT

There has been a correction to the earlier Executive Session announcement. The first Executive Session should have been as allowed under RCW 42.30.110(1)(i) to discuss litigation or potential litigation with legal counsel. The Executive Session will be held in the Administration Building, Room 116, and is expected to last 15 minutes, until 11:45 a.m., with no announcement anticipated.

The Second Executive Session announcement remains the same.

[10:30:32 AM \(00:30:24\)](#)

At 11:30 a.m., the Board reconvened and immediately went into Executive Session as allowed under RCW 42.30.110(1)(i) to discuss litigation or potential litigation with legal counsel.

[10:30:50 AM \(00:30:42\)](#)

At 11:45 a.m. the Chair requested an additional 15 minutes in Executive Session until 12:00 p.m.

[10:31:06 AM \(00:30:58\)](#)

At 12:00 p.m. the Board recessed until 1:00 p.m. for Executive Session

[10:31:24 AM \(00:31:16\)](#)

At 1:05 p.m. the Board reconvened and immediately went into Executive Session as allowed under RCW 42.30.110(1)(i) to discuss litigation or potential litigation with legal counsel.

[10:31:51 AM \(00:31:43\)](#)

At 1:35 p.m., the meeting adjourned until 2:00 p.m. for a business meeting with Public Works, Public Health, Planning and Community Development, and Human Services.

October 7, 2026 @ 9:00 a.m.

WORK SESSIONS are public meetings that provide an informational workshop format for the Board to review ongoing issues with individual departments and elected officials. This time is also used for the Board to meet with other agencies, committees, and groups to discuss specific topics of mutual interest. Items are typically reviewed at Work Sessions before being scheduled for the Board's regular Tuesday business meetings.

NOTE: Video recordings will be posted within 48 hours of the meeting date. To view the recording, visit the [Agenda Center](#) on the Island County website.

Jennifer Roll, MMC, Clerk of the Board of County Commissioners (360) 679-7385

COUNTY OF ISLAND
STATE OF WASHINGTON
EXPENDITURE APPROVALS
September 29, 2026

We, the undersigned Board of County Commissioners of Island County, Washington, do hereby certify that the materials have been furnished, the services rendered, or the labor performed as described herein, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the COUNTY OF ISLAND. All warrants issued are payment of previously approved vouchers. A detail of all vouchers, warrants and payroll records is available in the County Auditor's office.

VOUCHER APPROVALS

Department		Department		Department	
Assessor	\$ 68.25	Extension Services		Non Departmental (00)	\$ 28,074.28
Auditor	\$ 3,299.47	Facilities	\$ 28,536.66	Planning	
Budget	\$ 210.77	Non Departmental (90)		Prosecuting Attorney	\$ 67.68
Clerk	\$ 5,732.21	GSA		Public Defense	\$ 299.41
Commissioners	\$ 3,472.49	Human Resources		Public Health	\$ 1,288.16
Coroner	\$ 6,694.49	Human Services	\$ 204,130.70	Public Works	\$ 114,908.13
County Administrator		Information Technology	\$ 34,194.20	Sheriff	\$ 43,429.23
District Court		Miscellaneous (Comm)	\$ 12,010.42	Superior Court/Juvenile	10,714.88
Emergency Management		Natural Resources	\$ 20,814.95	Treasurer	2,259.19
					Total
					\$ 520,205.57

WARRANT APPROVALS

Warrant #		Warrant #	
691080	through	691470	\$ 1,491,603.23
			Total
			\$ 1,491,603.23

***Includes Misc Payroll, Immediate pay and EFT payments

EFT APPROVALS

Description	Fund	
EFT Debit Card Settlement Dates 09/14/2026 - 09/20/2026	997	\$ 10,111.83
EFT HRA/VEBA Settlement Date 09/18/2026	997	\$ 8,300.00
		Total
		\$ 18,411.83

PAYROLL APPROVALS

Description Pay Period			
Warrants		through	
Direct Deposit			
			Total
			\$ -

APPROVED 29th day of September 2026 by Island County Auditor.

APPROVED this 6th day of October 2026.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Melanie Bacon, Chair

Janet St Clair, Member

Jill Johnson, Member

ATTEST:

Jennifer Roll, MMC, Clerk of the Board

COUNTY OF ISLAND
STATE OF WASHINGTON
EXPENDITURE APPROVALS
October 6, 2026

We, the undersigned Board of County Commissioners of Island County, Washington, do hereby certify that the materials have been furnished, the services rendered, or the labor performed as described herein, or that any advance payment is due and payable pursuant to a contract or is available as an option for full or partial fulfillment of a contractual obligation, and that the claim is a just, due and unpaid obligation against the COUNTY OF ISLAND. All warrants issued are payment of previously approved vouchers. A detail of all vouchers, warrants and payroll records is available in the County Auditor's office.

VOUCHER APPROVALS					
Department		Department		Department	
Assessor	\$ 3,710.64	Extension Services		Non Departmental (00)	\$ 9,148.88
Auditor		Facilities	\$ 31,005.29	Planning	
Budget		Non Departmental (90)	\$ 318.22	Prosecuting Attorney	\$ 165.96
Clerk		GSA		Public Defense	\$ 549.09
Commissioners	\$ 101.02	Human Resources		Public Health	\$ 766.53
Coroner	\$ 3,789.85	Human Services	\$ 1,313,633.47	Public Works	\$ 83,402.37
County Administrator		Information Technology		Sheriff	\$ 17,727.03
District Court		Miscellaneous (Comm)	\$ 21,552.07	Superior Court/Juvenile	1,008.86
Emergency Management	\$ 34.37	Natural Resources	\$ 1,210.00	Treasurer	86.85
				Total	\$ 1,488,210.50

WARRANT APPROVALS			
Warrant #		Warrant #	
691471	through	691699	\$ 1,230,445.45
			Total \$ 1,230,445.45

***Includes Misc Payroll, Immediate pay and EFT payments

EFT APPROVALS		
Description	Fund	
EFT Debit Card Settlement Dates 09/21/2026 - 09/27/2026	997	\$ 9,584.45
EFT Division of Child Support Settlement Date 10/02/2026	997	\$ 367.38
EFT Mass Mutual/Empower 457 Plan Settlement Date 10/02/2026	997	\$ 27,610.61
EFT Nationwide 457 Plan Settlement Date 10/02/2026	997	\$ 2,090.00
EFT HRA/VEBA Settlement Date 10/02/2026	997	\$ 7,650.00
EFT Dept of Retirement (PERS, LEOFF, DCP) System Settlement Date 10/02/2026	997	\$ 180,290.76
EFT Payroll Taxes Settlement Date 10/02/2026	997	\$ 364,565.38
		Total \$ 592,158.58

PAYROLL APPROVALS			
Description Pay Period	09/06/2026 to 09/19/2026 PD: 10/02/2026		
Warrants	43333	through	43333 \$ 1,447.66
Direct Deposit	177356		177865 \$ 1,096,495.81
			Total \$ 1,097,943.47

APPROVED this 6th day of October 2026.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Melanie Bacon, Chair

Janet St Clair, Member

Jill Johnson, Member

ATTEST:

Jennifer Roll, MMC, Clerk of the Board



**ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL**

MEETING DATE: 10/6/26

Agenda Item No: 2

☒ CONSENT AGENDA

☐ REGULAR AGENDA

☐ PUBLIC HEARING/MTG

Resolution/Ordinance No:

C-65-26

DEPARTMENT: COMMISSIONERS

DIVISION: NOT APPLICABLE

STAFF CONTACT: Jennifer Roll, Clerk of the Board

DEPT. HEAD: BOCC Staff

AGENDA SUBJECT: Resolution C-65-26 Continuing Relationships with the WA Counties Risk Pool and the Related Appointments and Designations of/for each Member County

BACKGROUND/SUMMARY: **WORK SESSION DATE:** *(If applicable)*

Annual Resolution between the Washington Counties Risk Pool and Island to update appointments/designations.

FISCAL IMPACT/FUNDING SOURCE: N/A

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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APPROVED

DENIED

TABLED/DEFERRED/NO ACTION TAKEN

CONTINUED TO DATE: ____/____/____ TIME: ____

OTHER _____

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

**IN THE MATTER OF CONTINUING
RELATIONSHIPS WITH THE
WASHINGTON COUNTIES RISK POOL
AND THE RELATED APPOINTMENTS
AND DESIGNATIONS OF/FOR EACH
MEMBER COUNTY**

Resolution No. C- 65- 26

WHEREAS, several Washington counties agreed to the creation of the Washington Counties Risk Pool ("Pool"), organized and operating under Chapters 48.62 and 39.34 RCW, to provide to its member counties programs of joint self-insurance, joint purchasing of insurance, and joint contracting for or hiring of personnel to provide risk management, claims handling, and administrative services; and

WHEREAS, the Pool's Interlocal Agreement and Bylaws, and policies of its Board of Directors require appointees and/or designees from each member county, that is:

- a) **Director / Alternate Director** (*Article 8 of the Interlocal Agreement and Article 2 of the Bylaws*) – officers or employees of each Pool member county that are appointed by and serve at the pleasure of the respective county's legislative authority;
- b) **County Risk Manager** (*Article 11(b) of the Interlocal Agreement*) – an employee of each Pool member county appointed to serve as a liaison between the County and the Pool as to risk management and who is responsible for the risk management function within the County;
- c) **County Safety Coordinator** (*Article 11(c) of the Interlocal Agreement*) – an active employee designated by each Pool member county who, along with a related committee, are maintained to consider all recommendations concerning the development and implementation of a loss control policy to prevent unsafe practices; and
- d) **County Claims Administrator** (*sections B.6, C and E.1.b of the Pool Board of Directors' Claims Handling Policies and Procedures*) – each Pool member county must designate someone to administer civil claims, with whom incidents should be immediately reported to, who is responsible for sending all claims and lawsuits and reporting various known incidents to the Pool, and with whom the Pool will coordinate the County's claims administration;

NOW, THEREFORE, BE IT RESOLVED that Island County hereby confirms the appointment or designation of the following individuals for the applicable and required relationships with the Washington Counties Risk Pool:

WCRP Relationship	Name	County Position	Email	Telephone #
Director:	Jill Johnson	Commissioner	Jill.Johnson@islandcountywa.gov	360-679-7354
Alternate Director:	Susan Geiger	Risk Manager	SM.Geiger@islandcountywa.gov	360-679-7397
Risk Management:	Susan Geiger	Risk Manager	SM.Geiger@islandcountywa.gov	360-679-7397
Claims Administrator:	Jeff Douglas	Assistant Risk Manager	JDouglas@Islandcountywa.gov	360-679-7373

Safety Coordinator:	Jeff Douglas	Asst. Risk Manager	JDouglas@islandcountywa.gov	360-679-7373
Prosecuting Attorney:	Greg Banks	Elected Official	GregB@islandcountywa.gov	360-240-5506
(Civil) Deputy Pros. Atty.:	Kevin McCrae	Chief Civil Deputy Pros. Attorney	ICPACivil@islandcountywa.gov	360-240-5509

BE IT FURTHER RESOLVED that this resolution shall become effective immediately upon its passage and shall supersede any prior conflicting action(s); and

BE IT STILL FURTHER RESOLVED that the clerk of this body shall forward a copy of this resolution, once completed, to the attention of Executive Director Chuck Boyd at the Washington Counties Risk Pool, 2558 RW Johnson Rd. SW, Suite 106, Tumwater, WA 98512-6113.

ADOPTED this 6th day of October 2026.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Melanie Bacon, Chair

Janet St. Clair, Member

Jill Johnson, Member

ATTEST:

Jennifer Roll, Clerk of the Board



**ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL**

MEETING DATE: 10/6/26

Agenda Item No: 3

☒ CONSENT AGENDA

☐ REGULAR AGENDA

☐ PUBLIC HEARING/MTG

Resolution/Ordinance No: _____

DEPARTMENT: DEPARTMENT OF EMERGENCY MANAGEMENT

DIVISION: NOT APPLICABLE

STAFF CONTACT: Justin E. Ross

DEPT. HEAD: Justin Ross, Director

AGENDA SUBJECT: Interlocal Agreement between Island County, San Juan County, Skagit County, Snohomish County, Whatcom County, and the City of Marysville to Provide Mutual Aid to One Another During a Disaster or Emergency Event through the Washington Intrastate Mutual Aid System (WAMAS).

BACKGROUND/SUMMARY:

WORK SESSION DATE: N/A

DEM is requesting the Board sign the included WAMAS agreement. WAMAS is an interlocal agreement related to emergency management mutual aid for personnel support to aid partners across the state. The agreement stipulates that the first 72 hours of aid being provided will be at the cost of the responding jurisdiction. This is the common practice for deploying entities. The first 72 hours of costs including travel, per diem, labor, are covered by the responding agency and then the costs shift to the receiving entity.

Under this agreement Island County is not obligated to accept deployment requests and may refuse for any reason. This agreement also stipulates that neighboring jurisdictions will pay for the first 72 hours when providing emergency management related personnel to Island County.

FISCAL IMPACT/FUNDING SOURCE: If Island County staff are deployed to other jurisdictions additional program costs may include per diem and overtime costs. The costs would be limited and are not ongoing.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

☐
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APPROVED

DENIED

TABLED/DEFERRED/NO ACTION TAKEN

CONTINUED TO DATE: ____/____/____ TIME: _____

OTHER _____

INTERLOCAL AGREEMENT ON EMERGENCY MANAGEMENT MUTUAL AID PERSONNEL SUPPORT

THIS INTERLOCAL AGREEMENT FOR EMERGENCY MANAGEMENT SERVICES MUTUAL AID (the "Agreement") is made and entered to effective on the date of the signature to first two parties and effective for each additional party upon signature, by and between Island County, San Juan County, Skagit County, Snohomish County, Whatcom County and the City of Marysville (each individually a "Party" and collectively "Parties") pursuant to RCW 38.52.091, the Interlocal Cooperation Act, chapter 39.34 RCW and the Intrastate Mutual Aid System, chapter 38.56 RCW.

RECITALS

A. The Parties to this Agreement represent the members of the Homeland Security Region 1 and regularly work together to support each other disaster and emergency events.

B. As political subdivisions of Washington State, the Parties are also part of the Washington Intrastate Mutual Aid System ("WAMAS"), and no Party has been released from its participation in WAMAS by the State of Washington.

C. The Parties acknowledge and agree that WAMAS provides the binding framework by which they may provide mutual aid to one another during a disaster or emergency event. However, given their geographic proximity and shared membership in Homeland Security Region 1, the Parties wish to further agree to declare their commitment to mutual support during the initial days of any disaster or emergency event.

D. The Parties further acknowledge that by agreeing to provide mutual aid as provided herein they will enhance preparedness, improve response coordination, and gain practical experience and readiness in a real-life disaster response event.

AGREEMENT

NOW, THEREFORE, in consideration of the respective agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Purpose of Agreement.

The purpose and intent of this Agreement is to establish a framework for sharing personnel cost provided through WAMAS during the first seventy-two (72) hours of a disaster or emergency event.

2. Scope.

This Agreement applies to mutual aid requests under WAMAS made during incidents requiring Emergency Operations Center / Emergency Coordination Center activation by any Party due to natural disasters, man-made disasters, public health emergencies, technological emergencies, or in the event of a hazard which cannot be adequately met or controlled by a single jurisdiction. Consistent with WAMAS, the Assisting jurisdiction shall reserve the right to provide the resource upon its discretion.

3. Administrators.

Each party to this Agreement shall designate an individual (an “Administrator”), who may be designated by title or position, to oversee and administer such party’s participation in this Agreement. The parties’ initial Administrators shall be the following individuals:

Snohomish County:

Lucia Schmit, Director
Snohomish County Department of
Emergency Management
720 80th Street SW, Bldg. A
Everett, WA 98203
(425)388-5060
Lucia.Schmit@co.snohomish.wa.us

Island County:

Justin E. Ross, Director
Department of Emergency
Management
1 NE 6th St
Coupeville, WA 98239
(360)240-5572
j.ross@islandcountywa.gov

San Juan County:

Brendan Cowan, Director
Department of Emergency
Management
96 N. 2nd Street
Friday Harbor, WA 98250
360-370-7612
brendanc@sanjuancountywa.gov

Whatcom County:

Matt Klein, Deputy Director
Whatcom County Sherriff’s Office
Division of Emergency
Management
311 Grand Ave
Bellingham, WA 98225
360-778-7160
MKlein@co.whatcom.wa.us

Skagit County:

Julie de Losada, Chief of
Emergency Management
Skagit County Department of
Emergency Management 59, 177
2911 E. College Way, Suite B
Mount Vernon, WA 98273
(360)416-1872
juliedl@co.skagit.wa.us

City of Marysville:

Sarah LaVelle, Emergency
Preparedness Manager
501 Delta Avenue
Marysville, WA 98270
360-363-8096
slavelle@marysvillewa.gov

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. Effective Date and Duration.

- 4.1 This Agreement shall not take effect unless and until it has been duly executed by two or more Parties.
- 4.2 This Agreement shall remain in effect through midnight December 31, 2040.
- 4.3 A Party opting to terminate its participation in this Agreement shall provide written termination notification to the Administrators for all other Parties. Termination will then become effective upon receipt by the Administrators. Any terminating Party shall remain liable for all obligations incurred during its period of participation.

5. Authorization.

This Agreement is authorized by and entered into pursuant to chapter 38.56 RCW and WAMAS and is intended to comply with FEMA's mutual aid agreement requirements. Nothing in this Agreement shall be interpreted to replace or supersede any Party's rights, duties or obligations under the WAMAS Operations and Deployment Guide.

6. Cost Sharing for Personnel.

Where a Party has tendered a request for assistance pursuant to the WAMAS Operations and Deployment Guide, and a responding Party has agreed to provide resources, the Parties agree that from the time the responding Party's personnel are dispatched to the requesting Party, the responding Party will cover all costs of its personnel for the first seventy-two (72) hours of deployment. The requesting Party will thereafter be responsible for all personnel costs of the responding Party beyond the first seventy-two (72) hours of deployment. Alternative terms for reimbursement may be agreed to at any time between both Parties, contingent upon a written agreement documenting the modified agreement. Invoicing and reimbursement will be made pursuant to the WAMAS Operations and Deployment Guide.

7. General Fiscal Provisions.

A requesting Party shall reimburse a responding Party for costs beyond the first seventy-two (72) hours associated with personnel provided to the requesting Party under this Agreement consistent with the provisions of the WAMAS Operations and Deployment Guide. Alternative terms for reimbursement may be agreed to at any time between both Parties, contingent upon a written agreement documenting the modified agreement.

8. Notices.

All notices for mutual aid requests under this Agreement may be given (and accepted) either verbally or in writing to the applicable Administrator or the Administrator's designee. All other notices shall be given in writing and be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

9. Privileges and Immunities.

Each Party reserves all privileges and immunities as outlined in the WAMAS Operations and Deployment Guide and shall indemnify and hold harmless all other Parties as provided therein or as otherwise provided for in chapters 38.52 and 38.56 RCW.

10. Complete Agreement.

This Agreement is not intended to and does not supersede, modify or replace any other agreements between Parties. Rather, this Agreement is intended to work in conjunction with such existing agreements, in particular the WAMAS Operations and Deployment Guide. All provision of the WAMAS Operations and Deployment Guide, including, but not limited to, provisions on requests for assistance, negotiation and deployment coordination, liability, and reimbursement remain in full force and effect.

11. No Joint Venture.

Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

12. No Separate Entity Necessary.

The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

13. Ownership of Property.

Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

14. No Third Party Beneficiaries.

This Agreement and each and every provision hereof is for the sole benefit of the Parties hereto. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

15. Execution in Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Snohomish County

Whatcom County

By_____

By_____

Name :

Name :

Title:

Title:

**Approved as to indemnification
provisions:**

Risk Management

Approved as to Form:

Approved as to Form:

Island County

By_____

Name :

Title:

**Approved as to indemnification
provisions:**

Risk Management

Approved as to Form:

San Juan County

By_____

Name :

Title:

**Approved as to indemnification
provisions:**

Skagit County

By_____

Name :

Title:

Approved as to Form:

City of Marysville

By_____

Name :

Title:

**Approved as to indemnification
provisions:**

Risk Management

Risk Management

Approved as to Form:

Approved as to Form:



**ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL**

MEETING DATE: 10/6/26

Agenda Item No: 5

☒ CONSENT AGENDA

☐ REGULAR AGENDA

☐ PUBLIC HEARING/MTG

Resolution/Ordinance No: _____

DEPARTMENT: HUMAN RESOURCES/GSA

DIVISION: NOT APPLICABLE

STAFF CONTACT: Catherine Reid

DEPT. HEAD: Catherine Reid, Director

AGENDA SUBJECT: Labor Agreement with the Sheriff's Criminal Division Guild.

BACKGROUND/SUMMARY: **WORK SESSION DATE:** *(If applicable)* Click or tap to enter a date.

- Labor Agreement resulting from Interest Arbitration Award.
- Pay increases in 2025 at 4%, 2026 at 5% and 2027 at 6%. This is 2.5% more over 3 years than County offered and 9% less over 3 years than requested by Guild.
- 2025 and 2026 pay increases were budgeted and the increase for 2027 is included in draft budget documents.
- Formalized dental coverage and increased uniform allowance – both for 2027 only.
- Increased Life Insurance coverage to \$50,000.

FISCAL IMPACT/FUNDING SOURCE: Budgeted for 2025, 2026 and 2027.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

☐
☐
☐
☐
☐

APPROVED

DENIED

TABLED/DEFERRED/NO ACTION TAKEN

CONTINUED TO DATE: ____/____/____ TIME: _____

OTHER _____

AGREEMENT

by and between

**ISLAND COUNTY WASHINGTON
and
ISLAND COUNTY DEPUTY SHERIFF'S GUILD
covering
CRIMINAL DIVISION**

January 1, 2025 through December 31, 2027



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AGREEMENT
by and between
ISLAND COUNTY, WASHINGTON
and
ISLAND COUNTY DEPUTY SHERIFF'S GUILD
covering
CRIMINAL DIVISION

This Agreement is entered into between Island County, Washington and the Sheriff of Island County, hereinafter collectively referred to as the Employer, and the Island County Deputy Sheriff's Guild - Criminal Division, hereinafter referred to as the Guild, for the purpose of expressing the agreement between the parties as to wages, hours and working conditions.

ARTICLE 1 RECOGNITION

- 1.1 The Employer hereby recognizes the Island County Sheriffs Guild - Criminal Division (Guild), as the sole bargaining representative of all regular full-time and part-time COMMISSIONED DEPUTIES of the Island County Sheriff's Office – Criminal Division excluding all personnel above the rank of Lieutenant and employees assigned to the Sheriff's Administrative Staff or Corrections Division, provisional appointments, reserve officers and all other employees or volunteers whether paid or unpaid of the employer.

ARTICLE 2 GUILD DUES DEDUCTION

- 2.1 Within thirty (30) days of hire or transfer into the bargaining unit, each employee shall attend a 30-minute orientation session with a designated Guild representative where such meeting time and place is prearranged by mutual agreement with the Sheriff. The purpose of the orientation is for the Guild to provide information related to coverage under this Agreement and enrollment in Guild membership. The Employer and the Guild agree that employees covered under this Agreement hired on or after its effective date shall, by the thirty-first (31st) day following the beginning of such employment, make an election whether or not to become a member of the Guild in good standing.

Upon the written authorization from an employee within the bargaining unit, the Employer shall deduct from the pay of such employee the monthly amount of dues as certified by the secretary of the Guild and shall transmit the same to the treasurer of the Guild. Any employee who has submitted written authorization but thereafter seeks to discontinue such payment may do so effective sixty (60) days after a written request to discontinue such withdrawal.

The Employer will provide a monthly written report to the Guild transmitted with transfer of deducted dues owed to the Guild ("the transferred amount"). Such report shall indicate: 1) all individuals who had dues withheld as part of the transferred amount, and the amount withheld and transmitted on behalf of that individual. The Employer will provide notice to the Guild when a new employee

is hired in the Bargaining Unit. On request, the Employer shall furnish a listing of all active employees within the bargaining unit. The Employer shall provide information to the Guild as required by RCW 41.56.035.

The parties recognize that the Guild may impose service charges to the extent permitted by law upon nonmembers.

ARTICLE 3 GUILD MANAGEMENT RELATIONS

- 3.1 All collective bargaining with respect to wages, hours, and working conditions shall be conducted by the authorized representatives of the Guild and Employer.
- 3.2 Agreements reached between parties to this agreement shall become effective only when signed by the President of the Guild, the Sheriff and the Board of County Commissioners, after ratification by majority vote of the Island County Deputy Sheriff's Guild.
- 3.3 The parties acknowledge their obligations under state and federal discrimination laws.
- 3.4 The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers or authority which the Employer has not specifically abridged, delegated or modified by this agreement are retained by the Employer; **provided** however, that the Employer's authority is otherwise limited by State and Federal law, including the State and Federal Constitution, RCW 41.56 and Civil Service Rules and Regulations. The direction of its working force and operation are vested exclusively in the Employer including all matters relating to its program, facilities, budget, personnel and staffing. The Guild recognizes the exclusive right and prerogative of the Employer to make and implement decisions with respect to the operation and management of the Sheriff's Office. Provided, however, that the exercise of any and all of these rights shall not conflict with any provisions of this agreement. Such rights include, but are not limited to, the following:
 - 1. To establish the qualifications for employment and to employ employees;
 - 2. To establish the makeup of the Sheriff Office's workforce, make changes from time to time, and direct the workforce toward the organizational goals established by the Employer;
 - 3. The right to determine the Employer's mission, policies, and all standards of service offered to the public;
 - 4. To plan, direct, schedule, control and determine the operation of the services to be conducted by employees of the County;
 - 5. To determine the means, method, and number of personnel needed to carry out County operations and services;
 - 6. To approve and schedule all vacations and other employee leaves in accordance with the terms of this agreement and applicable rules and policies;
 - 7. To hire and assign employees within the Sheriff's Office;
 - 8. To introduce and use new or improved methods, equipment or facilities;
 - 9. To assign work;
 - 10. To take whatever action necessary to carry out the mission of the County in

emergencies;

11. To determine the Sheriff's Office budget.

ARTICLE 4 GUILD PRIVILEGES

- 4.1 Guild Officials Time Off - A Guild official who is an employee in the bargaining unit (Guild Steward and/or a member of the Negotiating or Grievance Committee) shall be granted reasonable time off with pay while conducting contract negotiations or grievance resolution on behalf of the employees in the bargaining unit; **provided:**
 - 4.1.1 They notify the Employer at least forty-eight (48) hours prior to the time off;
 - 4.1.2 The Employer is able to properly staff the employees' job duties during the time off without extra direct cost;
 - 4.1.3 No more than three (3) Guild members from the Sheriff's Office shall be named pursuant to the provisions of this section.
- 4.2 Guild Investigative and Visitation Privileges - The Labor Representative of the Guild may visit the work location of employees covered by this Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit his/her activities during such investigations to matters relating to this Agreement. Employer work hours shall not be used by employees or Guild Representatives for the promotion of Guild affairs other than stated above.
- 4.3 Bulletin Boards - The Employer shall provide space for a bulletin board at workstations, which may be used by the Guild.
- 4.4 The Employer shall permit the Guild use of Office copiers, typewriters and other office machines. The Employer agrees to permit the Guild to use the employer's inter-office mail system and to open an account on the postage meter. The Guild agrees to reimburse the Employer, on a monthly basis, for any cost to the Office as a result of the Guild's use of office machines, postage, etc. excluding fixed cost such as the cost of acquisition.

ARTICLE 5 GRIEVANCE PROCEDURE

- 5.1 A grievance shall be defined as an issue raised relating to the interpretation, application or violation of any terms or provisions of this Agreement. All grievances shall be official documents of the Guild and shall only be submitted to the Employer by a Guild Officer as an official grievance of the Island County Deputy Sheriffs Guild. No other submissions shall be recognized as grievances.
- 5.2 An aggrieved employee or a party to this agreement, within fourteen (14) calendar days from the occurrence or the Guild's knowledge of the occurrence of the alleged grievance, but in no event more than sixty (60) calendar days from the date of the occurrence, may bring such grievance to the attention of the other party. Such grievance shall be presented in writing, setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated and the relief requested. Provided, however, the sixty (60) day limitation shall not apply to disciplinary actions in which an employee had no knowledge or in case of deliberate concealment by the Employer.
- 5.3 Upon receipt of the grievance the Sheriff and Guild President or employee shall schedule a meeting within fourteen (14) calendar days with all parties for the purpose of considering the grievance. If the grievance is not resolved in seven (7) calendar days following the meeting, a meeting shall be scheduled to appear before the Board of Commissioners or a duly appointed representative within fourteen (14) additional calendar days. If the grievance is not resolved within seven (7) calendar days after such meeting, the matter may be submitted by the signatory parties to this agreement to arbitration. Within ninety (90) days the grievance will be withdrawn or the aggrieved signatory party shall serve notice of intent to arbitrate.
- 5.3.1 The Guild recognizes the separation of authority between the elected Board of County Commissioners (BOCC) and the elected Sheriff. Accordingly, the grievance procedure at Section 5.3 shall be applied so that the BOCC shall be the exclusive party to resolve grievances with an economic impact and the Sheriff shall be the exclusive party to resolve non-economic grievances. Arbitration may be the step next following the BOCC or Sheriff, as the case may be.
- 5.4 If the grievance is not withdrawn, the parties shall immediately thereafter select an arbitrator to hear the dispute. If the Employer and the Guild are unable to agree upon an arbitrator within seven (7) calendar days after receipt of the demand for arbitration, either party may request a list of eleven (11) Northwest arbitrators from the Federal Mediation and Conciliation Service or such other list provider as may be agreed. Procedural issues will be decided by the Arbitrator.
- 5.5 Nothing herein shall prevent an employee from seeking assistance of the Guild or the Guild from furnishing such assistance at any stage of the grievance procedure. Nothing shall preclude the Sheriff from obtaining counsel or from others providing counsel to the Sheriff.

- 5.6 The expenses of the arbitrator and the cost of the hearing room, unless such are paid by the State of Washington, shall be borne by the Employer and the Guild equally. Each party shall be responsible for all costs, fees and expenses associated with that party's processing of the grievance. There shall be no award to either party of additional damages, penalties or interest except where specifically required by this agreement.
- 5.7 Arbitration decisions shall be final and binding, however, Arbitrators shall not add to, delete from, revise or otherwise change this Agreement. Unless otherwise agreed upon, the arbitration decision shall be due within thirty (30) days of the close of the hearing or the filing of post-hearing briefs, whichever occurs later.
- 5.8 Notwithstanding any contrary provision above all DISCIPLINARY grievances shall be managed and conducted as required by RCW 41.58.070 or its successor provisions upon their enactment.

ARTICLE 6 DISCIPLINE, DISCHARGE & "BILL OF RIGHTS"

- 6.1 Just Cause - The Employer shall not discipline any non-probationary employee unless just cause for such discipline exists. Probationary employees may be disciplined with or without cause.
- 6.1.1 All discipline issued shall be applied under the Principles of Progressive Discipline. In the interest of fairness, an employee's work history and performance and years of service shall be considered in conjunction with any information presented by the employee or his/her representative in a pre-disciplinary hearing. For these reasons, the level of discipline administered to one employee may not be identical to the level of discipline administered to another under similar circumstances. The steps of progressive discipline are listed below. However, the steps of progressive discipline do not require that every step in the continuum apply and steps may be skipped depending upon the circumstances. The steps of progressive discipline are as follows:
- (a) Verbal reprimand
 - (b) Written reprimand
 - (c) 1, 3, 5, 15, or 30 or more days of suspension without pay
 - (d) Termination
- 6.2 Personnel Files The Employer shall comply with all state laws governing retention of personnel documents. Written reprimands shall not be used for purposes of progressive discipline after a maximum period of two years when there has been no reoccurrence of similar misconduct for which the employee was reprimanded. Any record of serious discipline shall not be used for purposes of progressive discipline after a maximum period of five years when there has been no recurrence of similar misconduct for which the employee was disciplined. An employee shall be permitted to read any disciplinary material before it is placed

in a personnel file or retained in a permanent record of work performance. The employee shall be allowed to rebut such statements in writing and such rebuttal shall be placed in the employee's personnel file. An employee's personnel file does not include material related to an employee's medical records, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results. The Employer shall maintain no private personnel files related to employment, work performance, or discipline not subject to inspection or the right of rebuttal.

1.	Verbal Counseling	1 year
2.	Written Counseling	
3.	Written Reprimand	2 years
4.	Suspension	5 Years
5.	Disciplinary Demotion/Transfer	
6.	Termination	

- 6.3 A counseling is a recorded warning that future actions of a particular type may result in disciplinary action. Reprimands shall be in writing and shall be the first level of formal discipline.
- 6.4 Employees will be informed of any material placed into their personnel file that may have adverse disciplinary consequences. Reports of employee conduct must be dated and name the person making the report to be valid for disciplinary purposes.
- 6.5 Repeated unscheduled absences, due to illnesses of four hours or more, that result in consecutive days absent from work are considered one absence incident in relation to potential disciplinary action.

The Sheriff may undertake progressive disciplinary action relative to incidents of absenteeism as follows:

- One - three incidents: No disciplinary action. Supervisory coaching.
- Fourth incident: Verbal warning with a documented coaching session
- Fifth incident: Written warning in the employee's file
- Sixth incident: Employment termination

An employee who receives a second written warning in a rolling 12-month time period may have his or her employment terminated.

An employee who has used all of his or her PTO, PFMLA and Short-Term Disability benefits, and is still unable to return to work, may have his or her employment terminated.

Any employee who misses two consecutive days of work without notice to their supervisor may be considered to have voluntarily quit their job.

6.6 All employees covered by this agreement shall be entitled to the following procedural protections:

6.6.1 In criminal matters an employee shall be afforded those constitutional rights available to any citizens. Employees who are subject to a criminal investigation shall be so advised and shall be advised of their Miranda rights.

6.7 In non-criminal matters relating to administrative or policy investigations, the following guidelines shall be followed:

6.7.1 Investigations of complaints accepted by the Sheriff for investigation of employees' conduct that may result in discipline shall, for investigations performed by Deputies employed as employees of the County, be completed within sixty (60) calendar days after acceptance of the complaint by the Sheriff's Office, except that investigations may be extended when necessary and the County shall provide notice to the employee stating the reason the investigation is extended. The Sheriff/Employer shall conduct investigations, including interviewing witnesses and documents deemed relevant to such investigations. Investigations are completed once the Sheriff, or his/her designee issues a finding and in no case later than the service upon an employee of a pre-discipline notice;

6.7.2 Not less than forty-eight (48) hours before an interview the employee under investigation shall be informed of the nature of the matter in sufficient detail to reasonably apprise him/her of the matter. The employee may agree to a reduced notice period. The employee and the Guild representative shall be provided access to any video evidence of the events that are the subject of or related to the complaint allegations that are under investigation;

6.7.2.1 Any interrogation of an employee shall be at a reasonable hour preferably when the employee is on duty unless the urgent need of the investigation dictates otherwise. Where practicable, interrogations shall be scheduled for the daytime;

6.7.2.2 Any interview shall take place at the Island County Sheriff's Office, except when impractical. The employee shall be afforded an opportunity and facilities to contact and consult privately with an attorney or other party of his/her own choosing. A representative of the Guild may be present during the interrogation and represent the employee to the extent permitted by law. At the cost of the requesting party, an investigative interview will be recorded. If an interview is recorded, all questions and answers shall be recorded. Upon completion of the investigation, the employee under investigation shall be provided an exact copy of any written statement the employee has signed or, at the employee's expense, a verbatim transcript of the

interview;

- 6.7.2.3 The questioning shall be reasonable in length and the employee shall be entitled to such reasonable intermissions as s/he shall request for personal necessities, meals, telephone calls and rest periods. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions which pertain to the investigation. Nothing in this section shall prohibit the Employer from questioning the employee about information which is developed during the course of the interview;
- 6.7.2.4 The employee shall be interviewed in a professional manner and shall not be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her resignation; and
- 6.7.2.5 The employee will be required to answer any questions involving non-criminal matters under investigation and will be afforded all rights and privileges to which he/she is entitled under the laws of the State of Washington or the United States.

When a *Garrity* warning is given, the employee will be notified in writing and acknowledge receipt of the following:

“You are about to be questioned as part of an official administrative investigation. You are hereby ordered to answer the questions which are put to you which relate to your conduct and/or job performance. If you refuse to answer, you may be subject to disciplinary action for insubordination up to and including dismissal. If you are ordered to answer a question and you provide an answer, then neither your statements nor any information or evidence which is gained by reason of such statements can be used against you in a criminal proceeding. However, these statements may be used against you in disciplinary proceedings.”

- 6.7.3 The Employer shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment.
 - 6.7.4 At least three (3) business days prior to a predisciplinary hearing, the employee shall be advised of the results of the investigation and the potential disposition (which may be a range of possible dispositions) and shall be provided a copy of the investigatory file.
- 6.8 **Lethal Force.** When an employee uses deadly force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for forty-eight (48) hours after the incident. The affected employee may waive the requirements to wait forty-eight (48) hours.

6.9 Medical or Psychological Examinations.

The Employer retains the right to order employees to submit to medical and/or psychological examinations when the Employer has objective evidence that could cause a reasonable person to inquire as to whether an employee is still capable of performing his/her job or whether the employee poses a direct threat to safety. Specifically, the Employer must have a genuine reason to doubt whether an employee can perform job-related functions. The employee shall fully comply with the terms of a lawful order. The examining professional shall issue a written report. The employee may obtain a second opinion at his/her own expense. Should an employee grieve a disciplinary or discharge action taken as a result of an examination, the Employer shall make the employee's medical records available to the Guild with the employee's consent.

ARTICLE 7 SENIORITY

7.1 "Seniority" shall be defined as the position of an employee relative to other employees in the Bargaining Unit covered by this Agreement.

7.1.1 A permanent break in employment shall cause an employee to lose their seniority. Seniority shall be determined by the most recent date of hire within the bargaining unit.

7.2 The Employer shall provide the Guild with a list of all current employees of the bargaining unit with their respective seniority dates on July 1st of each year and an additional copy for the Guild to post upon the Guild bulletin board.

7.3 Shifts, vacations, and, in the case of Patrol, precinct assignments, will be determined by seniority within the bargaining unit. Employees shall be allowed to bid, at least annually, as provided herein; provided that the Sheriff may, for reasonable cause, make an assignment without reference to seniority. Layoffs shall be in inverse order of bargaining unit seniority.

7.3.1 For purposes of filling a start time that is newly created or becomes vacant, the Sheriff may assign an employee to such start time without regard to seniority, provided, however, should the assignment be for a duration of ninety (90) days or more, or until the next shift bid, the assignment will be posted for bid as will the next two resulting vacancies. Vacancies created beyond the three in question may be filled by mutual agreement between the Sheriff and employees or by inverse seniority assignment.

7.4 An employee shall lose all seniority in the event of discharge or voluntary termination.

7.5 Subject to the provisions set forth in this article, seniority shall prevail between qualified employees when vacancies or new job assignments occur, subject, however, to the senior members possessing the proper qualifications for promotion

and subject to the provisions set forth by the Rules and Regulations of the Island County Civil Service Commission covering Classified positions. Promotions, and assignment to vacant positions shall be subject to the Sheriff selecting his/her choice from among qualified employees, with seniority being a factor in the choice, but not the only factor. This section shall not be applicable where the position is to be filled pursuant to Civil Service Rules. In such cases the Civil Service Rules and Procedures for selection will be utilized. In order to allow time for employee input, the Sheriff may fill positions on an interim basis (not more than 90 days) without regard to this Article.

- 7.6 Probationary Periods - Probationary periods shall be as provided in the Civil Service Rules, Section II, Rule 11, or its successor.

ARTICLE 8 HOLIDAYS

- 8.1 The following legal holidays shall be observed for Premium Pay:

New Years' Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day After Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth	
Independence Day	Two paid holidays of Employee's
Labor Day	choice

8.2

- 8.2.1 Any employee whose regularly scheduled shift begins on New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving or Christmas Day shall be paid at their regular rate plus ½ time of additional pay, for all hours worked on any of the seven (7) listed days. Should the employee work beyond their regularly scheduled shift they shall be paid their regular rate plus a premium of 1 time of additional pay (i.e. double time) for all hours beyond their regular schedule. .
- 8.2.2 Any employee who is normally scheduled off on the above holidays shall be paid their regular rate plus a premium of 1 time their regular rate of additional pay (i.e. double time) for all hours worked if called to work on any of these holidays.
- 8.2.3 There shall be no compounding or pyramiding of these premiums.

ARTICLE 9 RESERVED

ARTICLE 10 FAMILY LEAVE, INJURY ON THE JOB & LIGHT DUTY

- 10.1 Upon the death of any employee in active service within the bargaining unit his/her estate shall be paid for accrued but unused PTO in accordance with Appendix C. An employee is deemed on active service for purpose of this Section if (s)he is on duty status, or is on PTO, bereavement leave, jury duty or other leave **provided** that the period of other leave does not exceed one (1) calendar month.
- 10.2 Family Care Sick Leave - Sick leave days of absence from the job shall be granted to an employee due to a requirement to care for sick children or spouses, parents, brothers and sisters who are seriously ill. Written verification for family care sick leave may be required from an attending physician by the Sheriff or his/her designee as allowed under state law. Employees will be granted leaves of absence from the job due to a requirement to care for family members who are sick or seriously ill in compliance with Chapter 50a.04 RCW beginning January 1, 2020.
- 10.3 In cases of family care where no PTO benefit or Paid Family Medical Leave benefit exists, the employee may be granted leave without pay. The Employer will comply with the Federal Family and Medical Leave Act of 1993, Chapter 49.78 RCW through December 31, 2019.
- 10.4 Injury On the Job – in the event any employee should be injured on the job or suffer a work related illness, all provisions of Title 51 of the Revised Code of Washington (LNI) shall apply until the employee shall be released. Employees unable to work as provided in Title 51 shall immediately report their work-related injury or illness and shall avail themselves of all provided benefits.
 - 10.4.1 In the event an eligible work-related injury or illness should result in an employee's loss of regular straight time earnings, the employee shall use PTO to receive 100% of their regular, non-overtime earnings, which PTO shall be reimbursed. In consideration for the County reimbursing PTO at 100%, each employee agrees to endorse and tender to the County all LNI wage benefits received by the employee within 72 hours of receipt regardless of the method received. The employee will receive PTO reimbursement in the pay period following receipt of the LNI wage benefit by the County. If an employee fails to tender payment of LNI benefits received, the County will reimburse PTO to the employee at the percentage required by the RCWs from the point of the failure to tender until the employee is no longer eligible for LNI benefits. In no event will the employee receive more than 100% of their regular pay, either through payment or reimbursement of PTO.
- 10.5 Light Duty - In the event a LEOFF II employee suffers a short-term work-related disability or illness that prevents the employee from performing their full range of duties for a period of two (2) weeks or more, the Employer may provide light duty work assignments in accordance with the Provisions of Title 51 RCW. The Light Duty provisions of this Agreement shall not amend or modify the requirements for

physical and/or mental fitness required by the Civil Service Rules and Regulations for Island County, as amended and will not interfere with the application of applicable Civil Service Rules.

- 10.5.1 Light Duty assignments shall only be for work that does not require the physical and/or mental standard for “on duty Police Officers”. The availability and content of work that does not require full “on duty” physical and/or mental fitness shall be determined by the Island County Sheriff in his/her absolute discretion. The Employer may offer light duty assignments outside of the bargaining unit.
- 10.5.2 Employees provided Light Duty assignments where the pay rate is less than the officer’s normal wage shall be paid their full wage as provided in Appendix C.

ARTICLE 11 MILITARY LEAVE

- 11.1 Military leave for a period not to exceed twenty-one (21) working days each calendar year shall be compensated as determined by RCW 38.40.060. Any days taken beyond twenty-one (21) working days for military purposes shall be charged against an employee’s earned and accrued leave, or by mutual agreement may be treated as leave without pay.

ARTICLE 12 JURY DUTY

- 12.1 An employee shall be granted leave with pay while required to perform jury duty; **provided** however, the amounts of pay shall be the difference between the employee’s regular salary and the amount he is entitled to receive as a result of jury duty. Employees released from jury duty shall report to the Sheriff’s Office for assignment. Accrued time-off with pay may be used by the employee for court appearances that are not job related.

ARTICLE 13 BEREAVEMENT LEAVE

- 13.1 Employees shall be entitled to bereavement leave as provided for in the Island County Personnel Policies and Procedure Manual (PPPM) Section IV.16 as follows: In the event of a death in any employee’s immediate family, the employee shall be eligible for not more than five (5) working days or not more than forty (40) working hours of leave with pay to attend to personal matters. An employee is eligible for a one-half (1/2) day of bereavement leave with pay to attend a non-immediate family funeral, subject to the approval of the Elected Official/Department Head. Bereavement leave may be extended by the use of accrued vacation time with approval of the Elected Official/Department Head. “Immediate family” means persons related by blood or marriage, or legal adoption in the degree of consanguinity of grandparent, parent, spouse, registered domestic partner, brother, sister, child or grandchild or relative living in the employee’s household, or otherwise approved by elected official/department head. The definition of “family” for application of health and welfare benefits or legally-mandated leave will be controlled by law or by benefits summary plan documents.
- 13.2 The Sheriff or his designee may grant an employee sick leave or other accrued paid

leave to attend the funeral of a fellow or retired employee.

ARTICLE 14 LEAVE WITHOUT PAY

- 14.1 Leave without pay - Leave of absence without pay shall be granted or denied according to the provisions of the County PPPM Section IV.4.
- 14.2 Any request for leave of absence shall be in writing by the employee to his immediate supervisor. The request shall state the reasons the leave of absence is being requested and the length of time off the employee desires.
- 14.3 Authorization for leave of absence shall be given to the employee in writing from the Employer.
- 14.4 Any leave without pay beyond six (6) months duration must have the approval of the Employer for good cause shown.

ARTICLE 15 HOURS OF WORK AND OVERTIME

- 15.1 The work period shall be defined as twenty-eight (28) days. The normal work week shall be defined as forty (40) hours of work, to consist of five (5) eight-hour (8) days, each day to consist of eight consecutive work hours in a twenty-four (24) hour period, or four (4) ten (10) hour days, each day to consist of ten (10) consecutive hours in a twenty-four (24) hour period, which shall run from midnight to midnight twenty-four (24) hours later. Each work week shall be separated from the next work week by a minimum of forty-eight (48) consecutive hours off duty; provided, however, that on quarterly shift rotation, less than forty-eight (48) hours may apply no more than three (3) times per year per employee. Employees scheduled for less than 48 hours off between shift rotation shall be compensated at time-and-one-half for hours worked during the 48-hour period. There shall be no compounding of premiums or overtime.
 - 15.1.1 Prior to revising or changing an existing work week, the Sheriff shall comply with Section 15.7 below.
- 15.2 Except as otherwise provided in this Article 15, employees who, without 72 hours' notice, work hours outside of their regularly bid shift, rotated shift or work week shall be paid at the rate of time and one-half for all hours so worked for those hours for which 72 hours' notice was not provided. There shall be no compounding of overtime.
- 15.3 Minimum Overtime - Employees ordered to report back to duty after going home after their regular shift, or called to duty on their day off, (either as a court witness, case officer or for an emergency call in) shall be guaranteed three (3) hours at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay. In order to earn call-back pay for court appearances the employee must inquire with the Prosecutor's office the afternoon prior to the court appearance to verify attendance is still required. If such employees are not provided with seventy two (72) hours of notice that they will be required to attend a staff meeting or training, they will be guaranteed three (3) hours at the rate of time and one half (1

1/2) for such activity. Employees who are contacted by phone for work related activities or information will be compensated for all such time in excess of fifteen (15) minutes per call or three (3) calls per twenty-four (24) hour period, at time and one half (1-1/2) the employee's regular rate as substantiated on their time sheet.

- 15.4 The Sheriff or his designee may order officers to be on gear ready assignment. The officers so ordered to be gear ready shall be prepared to report for duty immediately when called to report. Officers on gear ready assignment shall receive twenty five percent (25%) of their straight-time hourly rate while on gear ready assignment.
- 15.5 In lieu of overtime pay, employees may request, and shall be granted compensatory time at the rate of time and one-half for all overtime worked. Employees may "bank" up to 150 hours of comp-time. Compensatory Time banked that exceeds 150 hours will be cashed out at the end of each year with payment made in the paycheck that includes December 31.
 - 15.5.1 During the life of this Agreement employees with compensatory time bank balances may use the balance by mutual agreement and consistent with state and federal law, or will be paid in cash for all amounts upon request. Comp-time will be paid in cash upon termination of employment
- 15.6 In addition to the overtime provisions above, employees who are assigned official duties outside Island County for extraditions which require travel and/or lodging during off-duty hours will be compensated at the standby rate (fifty percent [50%] of the normal hourly rate) for all time spent outside the normal duty hours to maximum of eight (8) hours of stand-by pay for each twenty-four (24) hour period. This provision (standby pay) does not apply to training.
- 15.7 The establishment of work schedules and starting time is within the purview of the employer and may be subject to change. Absent an emergency, however, the hours of work defined in Section 15.1 may not be changed before the end of a 60 day review period during which time the employer must:
 - 15.7.1 Provide the Guild and its members notice of the proposed change at least 60 days prior to its implementation;
 - 15.7.2 Discuss the proposed schedule change with the Guild; and
 - 15.7.3 After completing discussions with the Guild, post a notice of the proposed change of the new schedule at least 30 days prior to its implementation.
 - 15.7.4 Emergency is defined as an event unforeseen by the Department, such as a natural disaster, affecting the Department's ability to perform its mission.

ARTICLE 16 HEALTH AND WELFARE

- 16.1 The County will pay for employees an amount for plans as herein provided.

- 16.1.1 Guild unit members are offered the LEOFF Trust Plan F in categories of
- employee-only,
 - employee plus spouse,
 - employee plus spouse plus 1 child,
 - employee plus spouse/children,
 - employee plus one child & employee plus children.
- 16.1.1.1 Guild members who select the employee-only option will not contribute to the cost of their medical care.
- Guild members who select any of the dependent options will pay 10% of the portion of the premium required for the dependent option selected.
 - The County will contribute \$125 per month into an HRA VEBA for each Guild member enrolled in the LEOFF Trust Plan F.
- 16.1.1.2 Effective January 1, 2019 those employees who decline all County offered coverage due to participation in another qualified medical plan are eligible to sign up for an HRA VEBA of \$300 per month paid by the County, in accordance with the HRA VEBA plan.
- 16.1.2 In the event the County shall be the beneficiary of any premium waiver, the same shall apply to all employee contributions to the plan.
- 16.2 Effective in 2027, the employer shall provide fully paid dental coverage from the current plans. During 2025 and 2026, the current employee contribution to the highest tier plan will remain in place. The Employer agrees to provide a vision plan for the employee, spouse and dependent children in accordance with the provisions of the WCIF Vision Service Plan (VSP) or equivalent. VSP currently includes one eye examination, one eye refraction each 12-month period and one set of frames every 24 months at no cost to the employee when provided by a participating ophthalmologist or optometrist and reimbursement to the employee per the schedule of benefits when provided by a non-participating ophthalmologist or optometrist. The parties agree to maintain the 85% County paid - 15% employee paid relationship of premiums for the vision coverage.
- 16.3 The Employer shall allow payroll deduction to pay the costs of an off-duty disability policy for employees.
- 16.4 The Employer will continue to provide term life insurance coverage in the amount of \$50,000 for each bargaining unit employee. The Employer shall select an insurance provider adequately "rated" by a national rating of insurance companies and advise the Guild of the provider, consultant, and/or broker upon request or upon any contemplated change. This shall be implemented in the open enrollment period following adoption of this agreement.

ARTICLE 17 UNIFORMS

- 17.1 The Employer shall provide each new uniformed employee at the employer's expense complete outfits upon commencement of employment pursuant to

Appendix "A" and per 17.2 below as is appropriate to the appointment.

- 17.1.1 Each employee must maintain a minimum of 3 sets of "Green" Class B uniforms consisting of trousers and short or long-sleeved shirts which fit properly and are in wearable condition. Each employee must also maintain 1 Class A, "Dress" uniform which fits properly and is in wearable condition.

- 17.2 All employees required to wear uniforms who have completed their first year of employment shall be entitled to receive during each calendar year reimbursement for up to the amount set forth below for the purchase or replacement of uniforms (or plain clothes in the case of Detectives¹ or others required to wear special apparel) and equipment listed in the Sheriff's Office manual. Until the above-referenced manual provision is adopted, the parties will use the list of uniform and equipment items found in Appendix "A". "Equipment" shall be defined by current practice, except that for employees hired after January 1, 1994, leather gear shall be considered equipment for purposes of this article. Allowances herein provided will be adjusted to a calendar year basis by providing a pro rata allowance from an employee's first anniversary to Year End of the year of the first anniversary. Items not listed in Appendix "A" shall only receive reimbursement upon approval of the Sheriff.

Effective January 1, 2025 the annual uniform allowance shall be \$1,200.

- 17.3 The uniform and equipment allowance shall **not** carry over from year to year.

- 17.4 Additional understandings regarding Uniform allowance reimbursements:

Uniform cleaning cost (submit each quarter).

Any uniform item decommissioned and replaced by the Sheriff will be provided by the sheriff and not be charged to the employee's allowance.

- 17.5 Deputies may purchase any item listed in Appendix A by directly placing the order for the item with a vendor where the Sheriff's Office has established an account and provided the Deputy has the required amount available in their uniform account or the Deputy must include a personal check for appropriate balance due, payable to vendor or as instructed, along with invoice. Orders are to be placed no later than November 1 for reimbursements of incurred cost during the year. In the final year of employment the uniform allowance shall be prorated based on the number of months worked from January 1 through the last day of duty (distinguished from last day of compensation). Should the use of uniform allowance exceed the adjusted amount the difference shall be recovered from the employee's final check. Should the adjusted amount show a surplus 25% of the remaining balance shall be paid in cash on the employee's final check. All uniform items purchased in the last year of employment will be returned to the Sheriff upon the employee's termination.

¹ Deputies assigned to Detectives may use their Uniform Allowance to purchase Business Attire i.e. Suits, Dress Shirts, Dresses, Footwear, Ties etc. as specifically approved by the Sheriff.

- 17.6 All uniforms and equipment will be purchased from an approved supplier.
- 17.7 All uniforms and equipment that are replaced must be turned in and destroyed so that it can never be reused.
- 17.8 Uniform items need not be returned except as provided in this Article by employees when the length of employment has exceeded two years. All Sheriff's Office issued equipment (which includes all Sheriff's Office issued Badges) shall be returned to the Employer upon termination of employment. On a case by case basis the Sheriff may approve an employee retaining Department issued Badge post-employment. Employees who terminate employment with less than two years of service or who are terminated for cause shall return to the Sheriff all uniforms and equipment except footwear.

ARTICLE 18 WAGES

- 18.1 Special Assignment Pay - Officers shall receive special assignment pay while assigned in such capacity. Assignments listed in B.4 shall receive special assignment pay of 3% of base wages, except for Detectives who shall receive 5% of base wages. No employee will receive more than two (2) specialty pay at any one time unless an exception, in writing, is provided by the Sheriff. There will be no compounding or pyramiding of premiums or specialty pay except as required by the FLSA. Details are set out in Appendix "B". Specialty pay shall be included in base pay for the calculation of overtime.
- 18.2 The County uses a bi-weekly pay period. The pay lag is 13 days. Deputies have an hourly pay system and not a "salary" system. The hourly rate is determined by using the Deputies current annual salary (monthly salary times 12) and dividing that annual amount by 2080 hours.
- 18.3 The appropriate wage table listed in Appendix "B" reflects Base Rate increases of the following amounts:
- Effective 1/1/ 2025, the wage table shall be realigned as provided in Appendix B and base wages shall be increased by 4%.
- Effective 1/1/ 2026, base wages shall be increased by 5%.
- Effective 1/1/2027, base wages shall be increased by 6%.
- Sergeants wage table shall be 113% of same step Deputy
Lieutenants wage table shall be 120% of same step Deputy.
- 18.4 Effective on January 1, 1991, employees under this Agreement shall receive longevity credit for all uninterrupted (i.e. in employment status) service in any other Island County office or department in determining the proper wage rate in Appendixes "B" and annual leave in Article 9.

- 18.5 Island County Personnel Policy and Procedures Manual (PPPM) II.8 is included by this reference and shall apply to all Bargaining Unit employees in determining the proper wage rate in Appendices “B” and “C”.

ARTICLE 19 GENERAL PROVISIONS

- 19.1 The Employer agrees that it will repair or replace clothing, eyeglasses, and personal property needed in the line of duty, not to exceed the actual replacement value of such property, that is damaged or destroyed in the line of duty. If line of duty incident involves medical evaluation for employee under L&I, the Employer’s replacement or repair costs for repairing or replacing the damaged or destroyed items may also be recouped from L&I; therefore, the packing slip, invoice or other documentation submitted by the employee should additionally note the commensurate date of incident, incident number and the phrase, DLOD (for Damaged Line of Duty).
- 19.2 The Employer agrees that at no time during the life of this agreement shall the Employer or its agent change any wages, benefits, or any conditions of employment for any employee that is classified into full-time employment.
- 19.3 To provide for the financial assistance to employees who are required by the Sheriff’s Office to relocate their residence as a result of their employment, the Employer agrees to pay employees to compensate the employee for moving costs. This payment shall be made for each move from one location to another and shall be provided 30 days in advance of the move whenever practicable. In the event that an employee is required to relocate, he/she shall be notified 60 days in advance of such requirement insofar as such notification is practicable. In no event shall an employee be required to relocate with less than 21 days notice without agreement of the employee.
- 19.3.1 Effective for relocations after January 2015, three-thousand dollars (\$3,000) per move will be awarded toward invoiced moving transportation costs upon presentation of invoice with the understanding that relocation is only from Whidbey to Camano or reverse. This allowance does not apply to either re-assignment on Whidbey or Camano. Upon request one thousand five hundred dollars (\$1,500) will be advanced to assist in meeting moving costs.
- 19.3.2 For purposes of administration of this Sections 19.3 and 19.3.1 it is understood:
- B. The advance (\$1,500) and total moving cost allocation (\$3,000) is to cover only approved moving expenses, as listed in IRS “Moving Expenses” guidelines – publication 521 or successor, but without regard to any minimum mileage requirement. [see: <http://ftp.fedworld.gov/pub/irs-pdf/p521.pdf>]

B. The advance can be requested up to 60 days prior to moving.

C. All itemized receipts and voucher accounting for the advanced funds must be submitted within 45 days of completion of the move.

D. Request for reimbursement of the relocation costs, up to \$3,000 maximum per move, must include substantiating original, itemized receipts.

E. Funds advanced to an employee but not accounted for according to A. through D. above shall be reimbursed to the Employer through payroll deduction.

- 19.4 The failure of the Employer to exercise any right, prerogative or function reserved to the Employer under this Collective Bargaining Agreement shall not be considered or become a waiver of any of the rights, prerogatives or functions reserved to the Employer under this Collective Bargaining Agreement.
- 19.5 Reserve Deputies will not be used to supplant regular positions.
- 19.6 Guild members shall reside within 30 minutes of their regularly assigned precinct.
- 19.7 Guild members may commute in their Employer-assigned vehicle from their place of residence to their regularly assigned precinct. Employees must be in their precinct when their shift starts. Commute time is not paid time. The vehicle to be used by the employee will be assigned by the Employer. The December 7, 2011 MOU regarding overtime shifts on an island that is not where the employee is regularly assigned shall be maintained.

ARTICLE 20 MISCELLANEOUS

- 20.1 Rules and Procedures Manual – The Employer shall furnish each employee with a copy of applicable Manual(s). New employees shall be provided with the above at the time of their appointment. The Employer shall provide the Guild with a written copy of proposed policy changes at least fourteen (14) calendar days before the effective date of the changes and shall discharge its obligation under RCW 41.56. Any policy adopted without compliance with this provision shall have no binding effect until this section is complied with.
- 20.2 Outside Employment – Employees wishing to engage in off duty employment must first obtain the approval of the Sheriff, which approval shall consider any conflict with the employee's duties as their prime employment, excessive hours, or any conflict with their law enforcement duties. The Sheriff shall not unreasonably withhold approval of off duty employment. No authorization for outside employment shall permit employment for a number of hours that shall result in a requirement under any Law that the Employer pay overtime; **provided** however, the Sheriff may, on specific occasions, authorize such overtime hours.
- 20.3 Special Conferences – Upon prior notice by the Guild, the Sheriff shall assign one

Island County Deputy Sheriffs Guild representative per year as appointed by the Guild to attend Washington State Council of Police meetings or training provided by the Guild's legal representative. All expenses of the appointee shall be the expense of the appointee or the Guild.

- 20.3.1 Allowable aggregate for such duty assignments for all individuals shall not exceed three (3) working days in one (1) calendar year.
- 20.3.2 Attendance by individual officers at these or similar functions at the express request of the Sheriff shall not be counted toward the allowable days but shall be considered and paid as a regular working day.
- 20.4 Liability Insurance-The Employer shall provide a general liability insurance policy covering all employees' acts within their scope of employment. The Guild and employees acknowledge the policy will have normal limits and exclusions. The County is under no special obligation by virtue of this section. The Guild shall be notified prior to the County's making a change in coverage where a material change to the limits or exclusions would increase an employee's personal liability exposure for lawful acts in the pursuit of employment.

ARTICLE 21 RESERVED

ARTICLE 22 ELECTION OF REMEDIES

- 22.1 Any alleged violation of contractual provisions also covered by Civil Service Rules may be adjudicated through the Civil Service appeals process or by grievance, provided that, the filing of a Civil Service Appeal, either before or after the filing of a grievance, shall constitute an election of remedies and a waiver of the subject employee's right to further pursue his/her grievance, or the Guild's right to require the Employer to arbitrate the grievance. Provided further, nothing in this Section shall be construed as a waiver of any right that the Guild may have to require the Employer to engage in collective bargaining regarding changes that are mandatory subjects of bargaining.

ARTICLE 23 ENTIRE AGREEMENT

- 23.1 This Agreement and all of its Articles and/or Appendices constitutes the entire Agreement between the parties and no oral statement shall add to nor supersede any of its provisions. Each party to this Agreement agrees that it has had the unlimited right to make proposals that are proper subjects for collective bargaining and waives the right to oblige the other party to negotiate any matters to become effective until the expiration of this Agreement.

ARTICLE 24 AGREEMENT DURATION

- 24.1 This agreement shall become effective January 1, 2025 and shall remain in full force and effect unless and until it or an article in it is changed through subsequent amendment, through December 31, 2027. The parties understand that noneconomic contract language changes made during these negotiations are only effective from the date of execution and are not retroactive.

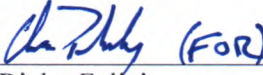
ARTICLE 25 SAVINGS CLAUSE

- 25.1 If any article of this Agreement or any addendum hereto should be changed or held invalid by operation of law or by any tribunal of competent jurisdiction or of compliance with or enforcement of one article should be restrained by such tribunal, the remainder of this Agreement and Addenda thereto shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article and any other provisions of this Agreement impacted thereby so as to preserve the total package agreement originally reached by the parties.

DATED THIS _____ DAY OF _____ 2026

ISLAND COUNTY SHERIFF:

BOARD OF COUNTY
COMMISSIONERS
ISLAND COUNTY, WA

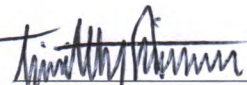
 (FOR)

Ricky Felici Date 9/30/26

Melanie Bacon, Chair

REPRESENTING THE ISLAND
COUNTY DEPUTY SHERIFF'S
GUILD:

Janet St. Clair, Member



Tim Davison Date 9/11/2026
Guild President

Jill Johnson, Member

ATTEST:

Jennifer Roll, Clerk of the Board

Appendix A – Uniforms

Employment year one: Within thirty days of beginning employment, all new-hire Deputies *Basic Entry* or *Lateral* will receive or have ordered the indicated *Initial Issue* items. In year two, the employee's uniform allowance will be prorated, lessened 1/12 for each month beyond January 1st he/she commenced employment in their first year. Year three employees, and thereafter, will receive the full uniform allowance. The uniform allowance may be used to replace initial issue items, purchase optional items as listed and/or for items and services listed in Article 17.4 of this agreement.

Uniform/Equipment Allowance Authorized Items²

Initial Issue – All New Hires³

Dress Uniform	1
Trousers	3
Long Sleeve Shirts	3
Short Sleeve Shirts	3
Tie	1
Tie Bar	1
Soft Body Armor and External Carrier	1
Footwear	1
Jumpsuit	1
Baseball Cap	1
Gore-Tex Jacket	1
Name Plate	1

Nylon Gear⁴

• Gun Belt	1
• Underbelt	1
• Level 2 or 3 Holster	1
• Nylon Cuff Case	1
• Nylon Magazine Pouch	1
• ASP Holder	1
• Key Holder	1
• Bio-Glove Holder	1
• Pepper Spray Holder	1

Equipment

• Hinged Handcuffs	2
• ASP	1
• Bio-Hazard Kit	1
• Bio Gloves	1

Basic Entry Academy Uniform

• Trousers	3
• Short Sleeve Shirt	3
• Sweat Pants	1
• Sweat Shirt	1
• Gym Shorts	1
• T-shirts	1
• Running Shoes (\$ 100 max)1((from Guild with revision))	

Other Items as required by the CJTC/BLEA

Options Uniform/Equipment Allowance⁵

- Badge Wallet
- Leather Gun Belt Items
- Nylon Gun Belt Items
- Uniform Hats
- Uniform Accouterments
- Bicycle Patrol Jacket
- Leather Patrol Jacket
- Additional Practice Ammunition
- Flashlights
- Binoculars
- Law Enforcement tools
- Additional First Aid Equipment
- Duty Sunglasses
- Law Enforcement Related software/hardware
- Productivity Devices
- Cameras/Photographic Equipment
- Duty Weapons⁶
- Home Gun Safe/Safety Equipment
- Weapons Maintenance Equipment
- Repair/Maintenance Fees for items on this list
- Optional trainings that are relevant to position

² All items purchased with uniform allowance money must be substantially utilized in the performance of law enforcement activities.

³ Style, type and quality of all uniform/equipment items are the total purview of the Sheriff and are subject to change without notice.

⁴ Or other man-made material.

⁵ Deputies assigned specialty units requiring non-

standard uniform items will receive an initial issue of necessary items paid for by the employer. Replacement items will be paid from the employee's uniform allowance.

⁶ Duty weapons are subject to advance approval by the Sheriff. Any change in duty weapon must be approved by the Sheriff.

Appendix B – Wage Provisions

Wage Tables 2025, 2026 and 2027

2025	Beginning	Beginning	Beginning	Beginning	Beginning	Beginning	Beginning	Beginning	Beginning	Beginning	Beginning
4.00%	First Yr	2nd Yr	3rd Yr	4th Yr	7th Yr	10th Yr	13th Yr	16th Yr	19th Yr	22nd Yr	25th Yr
BASE											
	84%	92%	1.00%	1.50%	1.50%	2.50%	1.50%	1.50%	2.00%	1.50%	2.00%
10	35.87	39.29	42.70	43.34	43.99	45.09	45.77	46.46	47.38	48.10	49.06
12	40.54	44.41	48.27	48.99	49.73	50.97	51.73	52.51	53.56	54.36	55.45
13	43.06	47.16	51.26	52.03	52.81	54.13	54.94	55.77	56.88	57.74	58.89

2026	Beginning	Beginning	Beginning	Beginning	Beginning	Beginning	Beginning	Beginning	Beginning	Beginning	Beginning
5.00%	First Yr	2nd Yr	3rd Yr	4th Yr	7th Yr	10th Yr	13th Yr	16th Yr	19th Yr	22nd Yr	25th Yr
BASE											
	84%	92%	1.00%	1.50%	1.50%	2.50%	1.50%	1.50%	2.00%	1.50%	2.00%
10	37.66	41.25	44.84	45.51	46.19	47.35	48.06	48.78	49.75	50.50	51.51
12	42.57	46.63	50.68	51.44	52.21	53.52	54.32	55.13	56.24	57.08	58.22
13	45.21	49.52	53.82	54.63	55.45	56.84	57.69	58.56	59.73	60.62	61.84

2027	Beginning	Beginning	Beginning	Beginning	Beginning	Beginning	Beginning	Beginning	Beginning	Beginning	Beginning
6.00%	First Yr	2nd Yr	3rd Yr	4th Yr	7th Yr	10th Yr	13th Yr	16th Yr	19th Yr	22nd Yr	25th Yr
BASE											
	84%	92%	1.00%	1.50%	1.50%	2.50%	1.50%	1.50%	2.00%	1.50%	2.00%
10	39.92	43.73	47.53	48.24	48.96	50.19	50.94	51.71	52.74	53.53	54.60
12	45.13	49.42	53.72	54.53	55.34	56.73	57.58	58.44	59.61	60.51	61.72
13	47.93	52.49	57.05	57.91	58.78	60.25	61.15	62.07	63.31	64.26	65.55

Additional Wage Provisions

B.1 Classifications

Employee classifications covered by this agreement are:

CLASSIFICATION	PAY GRADE
Deputy	10
Sergeant	12
Lieutenant	13

B.2 Shift Differential

All employees shall be paid a shift differential for hours worked from 6 P.M. each night through 6 A.M. the next day. For the term of this Agreement the shift Differential shall be \$1.00 per hour worked during the designated period. Such amount shall be part of base wage and shall be included in calculations of overtime.

B.3 Bilingual Pay

Officers having passed a mutually agreed upon bilingual certification test are eligible for assignment as a bilingual specialist. The Sheriff will determine the number of personnel assigned to this specialty. Determination of proficiency will be made based on a testing process approved by the Sheriff. Selection of specific personnel assigned will be based on

proficiency (test scores) and the need for the particular language. Officers assigned to the bilingual specialty assignment shall receive 2% of his/her base wage in the same manner as other special assignments.

B.4 Special Assignment Pay

The Sheriff shall determine the number of employees receiving "Special Assignments" and retains the authority to make changes to such "Special Assignments" including returning employees to regular duty. It is agreed that any employee assigned to a Special Assignment listed herein shall be paid a percentage as provided below for each assignment of additional duties. Such payments shall be made in accordance with Article 18 and at the completion of each pay period wherein assignment has been made by the Sheriff by adding the percentage amount to all other compensation of the employee. Effective January 1, 2016 such amount shall be 3% for all specialties except Detectives, who shall receive 5%. Special assignment pay shall be a part of base wage and shall be included in calculations of overtime. Employees may receive more than two (2) special assignment pays with express written permission from the Sheriff.

Special Assignments are:

Detective
Reserve Liaison Officer
Field Training Officer (FTO) (includes assignments to work with Level I Reserve Deputies as FTO)
Emergency Vehicle Operation Course (EVOC) Instructor
Crisis Response Unit
Defensive Tactics Instructor
Firearms (Range Officer)

The Employer agrees that the Sheriff will be budgeted for at least 15 specialty assignments per year.

B.5 Education Incentive

Employees with an AA degree and higher from an accredited institution will be eligible for an educational/performance incentive, as set forth below:

Education / Performance Premium:

AA Degree	2.0%
BA/BS Degree	4.0%

It is the employee's responsibility to have their diploma or transcripts provided from an accredited institution to the Employer in order to be eligible for the incentive. The Education Incentive shall be added to the monthly rate of pay of the employee's current classification and paid in the same manner as the employee's regular wages.

Appendix C – Paid Time Off Provisions

This appendix takes effect on January 1, 2020.

C.1 Paid Time Off Policy

- C.1.1 The purpose of **Paid Time Off (PTO)** is to provide employees with flexible paid time off from work that can be used for such needs as County-designated and floating holidays, vacation, short term personal or family illness, medical appointments, school, volunteerism, and other activities of the employee's choice. The County's goal is to reduce **unscheduled absences** and the need for supervisory oversight.
- C.1.2 Employees may carry over 840 hours of PTO accrued and will be paid for all PTO hours over 840 that are accrued and unused, only if the employee has taken 80 hours of pre-approved time off or has submitted requests for 80 hours of pre-approved time off that the employee can show was unable to be taken. If the employee fails to meet the condition regarding pre-approved time off, the employee will not receive payment for PTO hours accrued in excess of 840 hours and will lose PTO hours accrued in excess of 840 hours. Payment for accrued and unused hours over 840 will be paid at 100% in cash in January the following year.

C.2 Guidelines for PTO Use

- C.2.1 Each **full-time employee** will accrue PTO bi-weekly in hourly increments based on their length of service as defined below. One hour per 40 hours worked will accrue separately in compliance with Washington State Sick Leave Law, included in Chapter 49.46 RCW. A maximum of 40 hours of Washington State Sick Leave may be carried over from one year to the subsequent year.
- C.2.2 PTO is added to the employee's PTO bank when the bi-weekly paycheck is issued. PTO taken will be subtracted from the employee's accrued time bank in 30 minute increments. **Temporary employees**, contract employees/independent contractors, and interns are not eligible to accrue PTO.
- C.2.3 Eligibility to accrue PTO is contingent on the employee either working or utilizing accrued PTO during the bi-weekly pay period. A full work week is when an Employee actually works the number of hours for which they are scheduled or uses previously accrued PTO during a single week. For example, an Employee accrues PTO when they work the 40 hours for which they are scheduled, uses previously accrued PTO in the amount of 40 hours or some combination of the two.
 - C.2.3.1 PTO is not earned in pay periods during which unpaid leave, **short or long term disability** leave, or **workers' compensation/L&I** leave are taken unless the employee also uses PTO top-up or performs work, in which case PTO will accrue. PTO may be utilized separately from Paid Family and Medical Leave (PFMLA) at the **employee's** choice. PTO may be used to supplement

a Paid Family and Medical Leave absence up to 100% of the employee's usual regular pay, not including overtime.

- C.2.4 In allocating Paid Time Off, seniority shall be followed as nearly as possible, and means shall be provided for the employees to indicate preferred PTO. PTO shall be granted at the time requested by the Employee if at all possible. If the nature of the work makes it necessary to limit the number of Employees on PTO at the same time, the Employee with the greater seniority shall be given his choice of PTO in the event of a conflict over PTO. All PTO will be with the prior approval of the Sheriff or his designee.

Requests shall be submitted by December 1 of the current year for PTO in the NEXT year, although this deadline does not serve to bar Employees from submitting PTO requests later but sets forth a deadline for those who wish to have priority pursuant to seniority provisions. Late requests will be granted to the extent consistent with staffing needs, and approval will not be unreasonably withheld.

- C.2.5 Employees may choose to use PTO for the holidays designated annually by the Island County Board of Commissioners. Employees will not automatically be paid for holidays – they must choose to use PTO in order to receive pay. Failure to use PTO for a designated holiday will result in an unpaid absence.

C.2.5.1

- C.2.6 Employees may use time from their PTO bank in 30 minute increments. The time that is not covered by the PTO policy, and for which separate guidelines and policies exist, include Paid Family and Medical Leave, **bereavement time off, required jury duty, and military service leave.**

- C.2.7 PTO use requires two days' notice to the Employee's supervisor unless the PTO is used for unexpected illness or emergencies, or if a separate notice requirement is included in separate policies or guidelines. The Paid Time Off form must be used to request PTO. In all instances, PTO must be approved by the Employee's supervisor in advance, except as noted above. The County appreciates as much notice as possible when an employee knows they expect to miss work for a scheduled absence. Other policies and guidelines may provide for specific, longer periods of notice, including but not limited to the Paid Family and Medical Leave benefit.

C.3 Paid Time Off Exceptions

- C.3.1 PTO may not be taken in excess of the PTO accrued. Time off taken in excess of accrued PTO will be unpaid. The only possible exception to this policy must be granted by the department head.
- C.3.2 PTO accrued prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave. In other words, unpaid leave is not available to an employee who has accrued PTO to use for all or a portion of the absence.

C.4 Specific Eligibility for PTO

- C.4.1 PTO is earned on the following schedule based on a 40 hour work week. PTO is prorated based on the number of hours worked on an employee's regular schedule.

Years of Service

- 1-3: 262 working hours per year, earned at a rate of 5.03846 hours for each full work week in a calendar year.
 - 4-8: 278 working hours per year, earned at a rate of 5.34615 hours for each full work week in a calendar year.
 - 9-13: 294 working hours per year, earned at a rate of 5.65385 hours for each full work week in a calendar year.
 - 14-19: 310 working hours per year, earned at a rate of 5.96154 hours for each full work week in a calendar year.
 - 20: 326 working hours per year, earned at a rate of 6.26923 hours for each full work week in a calendar year.
 - 21-30: 342 working hours per year and an additional day for each year of employment to a maximum of 414 hours, earned at a rate of 6.57692-7.96154 hours for each full work week in a calendar year.
 - 31+: 414 working hours per year, earned at a rate of 7.96154 hours for each full work week in a calendar year.
- C.4.2 Employees are paid in the same manner as excess PTO for the PTO they have accrued at employment end, up to the 840 hour maximum. An employee may not use PTO time that has not yet accrued. Employees who **give notice of employment termination** may use accrued PTO for in the same month as the last day actually worked. In no event may an employee extend their employment beyond the last day actually worked by using PTO.
- C.4.4 Employees who are rehired will receive credit for former time worked and accumulate current PTO for the combined time in accordance with PPPM Section II.8.

C.5 Donated Leave

It is agreed that bargaining unit employees may transfer unused PTO hours at their rate of accrual from their own earned and accrued account to the depleted account of another bargaining unit employee(s) when the recipient is unable to work for medical reasons, and has exhausted their own time off with pay benefits. Once an employee authorizes the transfer, the transferred amount will be removed from the accrual as if it were used by the transferring person and placed in a donated leave pool.

Appendix D – Procedures for Filling Vacant Overtime Shifts

1. Island County (“County”) and the Island County Deputy Sheriff’s Guild – Criminal Division (“Guild”) agree that based on current staffing the following agreements regarding procedures for filling vacant overtime shifts that have not been filled voluntarily are necessary to add to the parties’ bargaining agreement.
2. Scheduled overtime (vacant overtime) that is not filled by the 15th of the prior month can be filled by the following procedures.
3. Vacant overtime should be offered to Deputies in the precinct where the overtime originated and then each of the other precincts before being assigned.
4. Vacant overtime shall be filled from least seniority to most seniority in the precinct from which the overtime originated. The overtime should be assigned to the Deputy with the least seniority available by schedule to work the overtime.
5. Supervisors shall check to see if the least senior Deputy has volunteered for overtime in the month that the vacant overtime is for. If the least senior Deputy has volunteered for overtime in that month, the vacant overtime shall be assigned to the next least senior Deputy that has not volunteered for overtime and continuing up by seniority and so on until the overtime is filled.
6. Supervisors should make an effort to ensure the vacant overtime is being assigned evenly throughout the precinct.
7. Once a person has worked a vacant overtime shift, they should not be eligible for assigned overtime until vacant overtime has been assigned through the precinct by least to most seniority for available Deputies, excluding the Precinct Supervisors.
8. Supervisors shall update the schedule using a background color to show which Deputies were assigned vacant overtime.
9. Emergency overtime (to cover unscheduled leave) should be offered to Deputies, available by work schedule, voluntarily in the precinct for which the Deputy on leave originates from first.
10. The emergency overtime should be offered to Deputies, available by work schedule, voluntarily to the other precincts before being assigned.
11. Emergency overtime will then be assigned from least to most seniority, available by schedule, in the precinct where the overtime originated and then to the least senior Deputy, available by schedule, in the other precincts.
12. Supervisors shall update the schedule using a background color to show which Deputies were assigned emergency overtime.



**ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL**

MEETING DATE: 10/6/26

Agenda Item No: 6

☒ CONSENT AGENDA

☐ REGULAR AGENDA

☐ PUBLIC HEARING/MTG

Resolution/Ordinance No: _____

DEPARTMENT: HUMAN SERVICES

DIVISION: DEVELOPMENTAL DISABILITIES

STAFF CONTACT: Mike Etzell

DEPT. HEAD: Lynda Austin, Director

AGENDA SUBJECT: Contract with The Arc of Washington State to Provide a Parent-to-Parent Coordinator in Island County. Term: 7/1/26-6/30/27; Amount: \$17,952 (RM-HS-2026-307).

BACKGROUND/SUMMARY: **WORK SESSION DATE:** *(If applicable)* 6/1/2022

Contract with The Arc of Washington State to Provide a Parent-to-Parent Coordinator in Island County. Term: 7/1/26-6/30/27; Amount: \$17,952 (RM-HS-2026-307).

FISCAL IMPACT/FUNDING SOURCE:

DDA Contract 2663-69968 (July 1, 2026-June 30, 2027), included in the 2026 and 2027 budget

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

☐
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APPROVED

DENIED

TABLED/DEFERRED/NO ACTION TAKEN

CONTINUED TO DATE: ____/____/____ TIME: _____

OTHER _____

**CONTRACT AGREEMENT BETWEEN
Island County Human Services**

and

The Arc of Washington State

PREAMBLE

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

This contract is for the period July 1, 2026, through June 30, 2027.

RECITALS

RCW 71A.14.120 Parent to parent program

“For over thirty years, parent to parent programs for individuals with either developmental disabilities, or special health care needs, or both, have been providing emotional and informational support by matching parents seeking support with an experienced and trained support parent. The goals of the parent to parent program are to: (1) Provide early outreach, support, and education to parents who have a child with special health care needs; (2) Match a trained volunteer support parent with a new parent who has a child with similar needs to the child of the support parents; and (3) Provide parents with tools and resources to be successful as they learn to understand the support and advocacy needs of their children”.

The Contractor shall provide the following activities:

PARENT TO PARENT (“P2P”), A PEER SUPPORT NETWORK

STATEMENT OF WORK

Contractor will adhere to the Sponsoring Agency Agreement (Attachment A) and provide the following P2P peer support and education activities:

Parent/Caregiver Support

1. Provide outreach, support, information, education, navigation, and referrals for newly identified parents, caregivers, and/or family members of individuals with developmental disabilities and/or special healthcare needs*, offering every family:
 - a. Peer support, information, education, and assistance with resources from a trained volunteer peer Helping Parent (“HP”), following P2P best practices guidance.
 - b. Multicultural support that includes support and information in the parents’ primary language, where available.
2. Host support groups, meetings, and trainings that educate parents and caregivers in ways to support their child and navigate complex health, educational and social systems. These can include groups that are culturally relevant and culturally responsive (as programs have capacity), with consideration for the group leader having lived experience with the community being served. This includes offering meetings in English and other languages, as well as offering 'identify specific groups' (i.e., African American families, Southeast Asian families, Russian families, Jewish families, etc.) that are meeting the support and information needs of families. Trainings should educate parents in ways to support their child and navigate complex health, educational and social systems. Trainings should educate parents in ways to support their child and navigate complex health, educational and social systems.
3. Program Coordinator shall be the parent or grandparent of a child with developmental disabilities or special health care needs* and reside in the county where the program is based (or within close proximity). Exceptions to this will be approved on a case-by-case basis by The Arc of Washington State.

**'special health care needs' is defined (per statute) as disabilities, chronic illnesses or conditions, health-related educational or behavioral problems, or the risk of developing such disabilities, conditions, illnesses or problems'.*

Volunteer Peer Mentor Recruitment, Training, Management and Recognition

1. Recruit parents to become volunteer peer Helping Parents (HPs).
 - a. Host at least one peer HP training utilizing the approved state P2P training.
 - b. Encourage leadership and advocacy skills in HPs by providing additional leadership opportunities.
 - c. Invite previously trained volunteer HPs for an *optional* annual appreciation event and/or additional skills development training.
2. Provide HP training in other languages, where available.

Outreach

1. Provide public awareness of your P2P program and Sponsoring Agency ("Agency") utilizing newsletters and social media, including Facebook, Instagram, Twitter, and LinkedIn as well as e-mail, e-lists, and e-groups.
 - a. Use the approved P2P logo and name on all materials and websites.
 - b. Notify the state P2P office ("The Arc of Washington State") of any changes to the Contractor's information in a timely manner.
2. Offer outreach, education and/or informational resources in multiple languages, where available, within the community.

Community and State-wide Collaboration

1. Work collaboratively with local and statewide organizations, including other county Parent to Parent programs and host agencies, by fostering clear communication and maintaining strong partnerships.
2. Contact other agencies in your area to inform and promote your P2P activities.

These agencies could include:

- HeadStart/Early Childhood Centers
- Informing Families Coordinator
- ESIT Lead Family Resource Coordinator
- The Arc Local Chapters
- Parent Coalition
- DD Coordinator
- Interagency Coordinating Council (ICC)
- Children with Special Healthcare Needs Program (CSHCN)
 - a. Attend community meetings to build relationships with local professionals and establish referral pathways.

3. Contact and work with your DD County Coordinator to discuss and coordinate information sharing and funding.
 - a. Talk with DD County Coordinator and local Developmental Disabilities Community Services (“DDA”) staff to identify families on wait lists and how P2P can support them.

Network Engagement

1. Participate in scheduled Coordinator training and calls hosted by The Arc of Washington State.
2. Utilize the Coordinator document page on the P2P website to get training materials and P2P program resources.
3. Utilizing the State P2P Satisfaction Survey, assess parent and caregiver program satisfaction through the sharing of the survey link in social media and other formats. County survey results go directly to The Arc of Washington State and are included in DDA quarterly reports and shared with programs as requested.

DDA Reporting Requirements

1. Submit a completed, signed and dated DDA P2P Reimbursement and Reporting Form, provided by The Arc of Washington State.
2. Forms must be submitted on or before:
 - Friday, September 4, 2026 (Q1 – July & August 2026)
 - Thursday, December 31, 2026 (Q2 – September through December 2026)
 - Wednesday, March 31, 2027 (Q3 – January through March 2027)
 - Wednesday, June 30, 2027 (Q4 – April through June 2027)*Forms must be submitted by 5pm on the due date above. Late submissions may be rejected and reimbursement denied.*

DDA Compensation and Method of Payment

1. Your Island County Human Services grant is \$17,952 for the contract term.
2. Valid grant expenses incurred by Contractor will be reimbursed at the following maximums per quarter:
 - a. Quarter 1 – Friday, September 4, 2026 (\$3,332)
 - b. Quarter 2 – Thursday, December 31, 2026 (\$5,848)
 - c. Quarter 3 – Wednesday, March 31, 2027 (\$4,386)
 - d. Quarter 4 – Wednesday, June 30, 2027 (\$4,386)

CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Confidentiality and Data Security Requirements

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

BACKGROUND CHECKS

The Contractor will ensure that staff who will have unsupervised access to children or vulnerable adults served under this contract have completed and received a satisfactory background check before providing service to clients.

LAWS

1. The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments.
2. Where required by statute or regulation, the Contractor must pay and maintain all taxes and liability coverage that is necessary for contract performance.
3. The Contractor and his/her employees are independent contractors and are not employees or agents of The Arc of Washington State.

REIMBURSEMENT

1. The Arc of Washington State shall reimburse Island County Human Services an amount equal to \$17,952.
 - a. The contract *does not cover equipment purchases*.

TERMINATION OF CONTRACT

1. Except as otherwise provided in this contract, either party may, within fourteen (14) days by written notice, terminate this contract for services when it is in either

party's best interest. If terminated, The Arc of Washington State shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.

2. If the funds relied upon to establish this contract or program agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, The Arc of Washington State may immediately terminate this contract by providing written notice to the contractor. The termination shall be effective on the date specified in the termination notice.

INDEMNIFICATION

Each party shall be responsible for and indemnify and hold the other harmless against all claims, damages or other losses incurred by the other, including reasonable attorney's fees, arising out of or in connection with any negligent act or omission by the indemnifying party, its employees, or agents. If the conduct of both the parties results in such loss, the responsibility and indemnification obligations shall be allocated under the comparative negligence laws of the State of Washington. This indemnification provision shall survive termination of this Agreement.

CONTRACTOR

Signature

Melanie Bacon

Name (print)

Chair, Board of County
Commissioners

Title

Date

105 NW 1st Street

Street Address

Coupeville, WA 98239

City, State Zip

THE ARC OF WASHINGTON STATE



Signature

Stacy Dym

Name (print)

Executive Director

Title

Sep 2, 2026

Date

2638 State Ave NE

Street Address

Olympia, WA 98506

City, State Zip

WASHINGTON STATE PARENT TO PARENT SUPPORT PROGRAMS

Sponsoring Agency Agreement

The role of the “Sponsoring Agency” is to provide administrative and organizational support to the local Parent to Parent Support Program in order to meet contractual requirements and program needs. Per statute, each local program must be locally administered by an organization that shall serve as the host organization.

Therefore, Island County Human Services agrees to provide Parent to Parent of Island the following:

1. Hire and supervise a paid Parent to Parent Coordinator(s) in accordance with the Parent to Parent Coordinator job description and aligning with the statutory language, a parent or grandparent of a child with developmental disabilities or special health care needs SHALL provide program coordination and local program information’ (unless otherwise approved)
2. Provide staff supervision of Parent to Parent Coordinator(s) as identified and hired by the Sponsoring Agency, including, but not limited to, supervisory meeting time and performance evaluation. It is desirable that the local community be involved in recruitment and hiring of new Coordinator(s).
3. Utilize established Parent to Parent logo on all outreach material, including pamphlets, flyers, posters and social media.
4. Provide necessary payroll and fringe benefit package, if eligible, to the Parent to Parent Coordinator(s).
5. Serve as fiscal agent for funds received by the Parent to Parent Support Program.
6. Disburse funds within the Parent to Parent budget(s) in accordance with the Agency’s fiscal policies in order to carry other the activities of the Parent to Parent Support Program.
7. Provide the Parent to Parent Support Program consultation on fundraising, program development, information technology support, and community relations as necessary.

1. Make known to Parent to Parent the availability of office space, equipment, and supplies that can be provided at no cost to the program (In-kind contributions).
2. Ensure the transfer of Parent to Parent Support Program processes, documents and established programming through transitions of contracted entities and program Coordinator(s). This includes, but is not limited to, current Helping Parent database.
3. Incorporate the Parent to Parent Support Program into the Agency's existing liability insurance package.

SPONSORING AGENCY

Signature

Melanie Bacon

Name (print)

**Chair, Board of County
Commissioners**

Title

Date

105 NW 1st Street

Street Address

Coupeville, WA 98239

City, State Zip

THE ARC OF WASHINGTON STATE



Signature

Stacy Dym

Name (print)

Executive Director

Title

Sep 2, 2026

Date

2638 State Ave NE

Street Address

Olympia, WA 98506

City, State Zip



**ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL**

MEETING DATE: 10/6/26

Agenda Item No: 7

☒ CONSENT AGENDA

☐ REGULAR AGENDA

☐ PUBLIC HEARING/MTG

Resolution/Ordinance No: _____

DEPARTMENT: OFFICE OF PUBLIC DEFENSE

DIVISION: NOT APPLICABLE

STAFF CONTACT: Julia Williams

DEPT. HEAD: Matt Montoya, Director

AGENDA SUBJECT: Contract with Defender by Karpel for data management software for the Public Defender's Office. Term: 10/6/26-10/5/27; Amount: \$38,710 (RM-OPD-2026-310).

BACKGROUND/SUMMARY: **WORK SESSION DATE:** *(If applicable)* 10/6/2026
Contract with Defender by Karpel for data management software for the Public Defender's Office. Term: 10/6/26-10/5/27; Amount: \$38,710 (RM-OPD-2026-310).

FISCAL IMPACT/FUNDING SOURCE:

Included in the 2026 current expense budget.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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APPROVED

DENIED

TABLED/DEFERRED/NO ACTION TAKEN

CONTINUED TO DATE: ____/____/____ TIME: _____

OTHER _____

ISLAND COUNTY PUBLIC DEFENDER'S OFFICE

WASHINGTON

CONTRACT FOR

and



DEFENDERbyKarpel® & HOSTEDbyKarpel®

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This Agreement between Karpel Computer Systems LLC, a Delaware Corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”) and Island County Public Defender’s Office is hereby entered into between the parties with respect to one or more of Karpel Solutions’ copyrighted software program(s) known as PROSECUTORbyKarpel®, DEFENDERbyKarpel®, and/or HOSTEDbyKarpel® (hereinafter referred to as “the Software Program(s)”).

1. DEFINITIONS

1. “Confidential Information” means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software Program(s) and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can demonstrate: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
2. “Client Content” means all data, information, documents, and files Client uploads or inputs into the Software Program(s), including, without limitation, Personally Identifiable Information.
3. “Enhancements” means any specific configurations or customizations to the Software Program(s), which Client may request, and Karpel Solutions agrees in writing to provide.
4. “Documentation” means any operating instructions, specifications and other documentation related to the operation, description and function of the Software Program(s) provided by Karpel Solutions whether supplied in paper or electronic form.
5. “Intellectual Property” (IP) means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights provided by applicable law.
6. “Hosted” or “Hosting” means the act of providing service and access to Client Content by the Internet.
7. “Personally Identifiable Information” (PII) means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of the Software Program(s). Personally Identifiable Information shall be considered Confidential Information.

8. "Software Program(s)" means the PROSECUTORbyKarpel® and/or DEFENDERbyKarpel® case management systems and/or the HOSTEDbyKarpel® system, as the case may be, and specifically Client's subscription of the Software Program(s).
9. "Services" means the services provided by Karpel Solutions in connection with the Software Program(s).
10. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
11. "Software" means Client's subscription of the Software Program(s), and includes any and all updates, enhancements, underlying technology or content, interfaces, other Enhancements and any Documentation as may be provided Client by Karpel Solutions.

2. SCOPE OF WORK

Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

PROSECUTORbyKarpel Implementation Timeline

<u>Tasks and deliverables</u>	<u>Days out</u>
Project Pre-Implementation Meeting is scheduled. Review customer and Karpel commitment for a formalized project plan. Assigned resources: Karpel Project Manager. Client Project Manager	120
Server & PC assessment completed and any necessary hardware or software ordered to meet PbK Installation Prerequisites. Assigned resources: Client Project Manager and IT personnel	100
<u>Pre-implementation meeting with Client Project Manager and System Administrators.</u> Project Team is selected including Karpel Staff and Customer System Administrators. (One Customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview. PbK pre-load configuration is explained, and initial document templates are received. Workflow pre-configuration is conducted. Assigned resources: Karpel Project Manager. Client Project Manager and system administrators	90
Teleconference status meeting with Karpel and Client Project Manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement. Assigned resources: Karpel Project Manager, Client Project Manager and system administrators.	80
Teleconference status meeting with Karpel and Client Project Manager to review progress and answer additional questions regarding pre-load spreadsheet. Review of timeline to meet scheduled "go live" date. Assigned resources: Karpel Project Manager. Client Project Manager and system administrators	60

	Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation. Assigned resources: Karpel Project Manager and Karpel Support Technicians. Client Project Manager and IT.	45
	Online document template conversion review- Client will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks. Assigned resources: Karpel Project Manager and document conversion specialist. Client Project Manager and system administrators	40
	The Client Project Manager will provide Karpel with the completed PbK Pre-Load Spreadsheet. Assigned resources: Karpel Project Manager. Client Project Manager.	35
	Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified. Assigned resources: Karpel Project Manager. Client Project Manager and system administrators	35
	Mock Go-live, System Administrator Training and Final system walkthrough - Karpel will train the System Administrators exactly as the staff will be trained upon go-live. This training includes completed document templates and workflow configuration. Application testing will begin. Client Project Manager will report all inaccuracies to Karpel. Assigned Resources: Karpel Project Manager and assistant trainer. Client Project Manager and system administrators.	30
	Teleconference status meeting with Karpel and Client Project Manager to review timeline to meet scheduled "go live" date. Assigned resources: Karpel Project Manager. Client Project Manager and system administrators.	21
	Complete installation and testing of all workstations by Karpel Solutions or local IT support. Assigned resources: Karpel Project Manager. Client Project manager and IT.	14
	Final teleconference status meeting with Karpel and Client Project Manager to verify training area is prepared for scheduled training. Assigned resources: Karpel Project Manager. Client Project Manager and system administrators.	7
	Training and go live. Karpel Trainers arrive at the training room. Final configuration of PbK is reviewed with all system administrators present. User training begins. Client begins using PbK in a live state.	<u>Go Live</u>

(hereinafter referred to as "the Project Scope/Timeline").

The above Go Live date will no longer be valid if Client fails to sign this contract within 30 days of receipt. The Project Scope/Timeline may be modified as mutually agreed upon by Client and Karpel Solutions. Changes to the Project Scope/Timeline after execution of this Agreement may result in an additional fee as set forth below in "Investment Summary and Pricing".

Karpel Solutions will use its best efforts to convert existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Scope/Timeline listed above into a format that can be utilized by the Software Program(s). However, Karpel Solutions does not support, nor will Karpel Solutions convert customized macros, auto-text files or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and/or Corel WordPerfect®

3. OTHER WORK

Any additional work requirements outside the scope of this Agreement must be presented in the form of a written change order and must be approved by Client prior to start of such work. No additional charges will be incurred without prior written approval from Client.

4. CLIENT RESPONSIBILITIES & OBLIGATIONS

In order for the project to be completed on time and on budget, Client shall provide at a minimum:

1. Access to Client facilities while onsite, as deemed necessary by the Karpel Solutions project manager.
2. Access to systems and equipment as required by Karpel Solutions including:
 - a. The Software Program(s) application access using Karpel Solutions laptops and Client's network for training and application testing.
 - b. Failure of Client to provide access and use Karpel Solutions' remote support tool constitutes a material breach of this Agreement and may result in termination of this Agreement.
 - c. Physical or remote access to all of Client's applicable workstations so that Karpel Solutions can visually verify and test the setup of each workstation prior to mock go-live.
3. Client data and document templates (if applicable) will be provided by Client in a usable format if such data is to be converted and populated by Karpel Solutions into the Software Program(s). Client is responsible for costs related to extraction, decryption, and protected data.
 - a. Legacy data (*i.e.*, any data from Client's current system which is being replaced under this Agreement) must be provided to Karpel Solutions as soon as possible but not later than 120 days before the above go live date. Additional data sources provided after this date will not be converted unless mutually agreed in writing otherwise. Legacy data that is provided by Client for data conversion from the legacy system into the Software Program(s) will be destroyed 30 days after Client's Go Live date. As the originator of the legacy data, it will be Client's responsibility to retain legacy data more than 30 days after Go Live if so desired by Client.

- b. Document templates and a signed Document Template Formatting Agreement must be provided to Karpel Solutions as soon as possible but no later than 90 days before the above go live date. Document templates provided after this date will not be converted unless mutually agreed in writing otherwise.
- 4. An authorized attorney with decision making authority to assist in the definition of any project unknowns.
 - a. Appointed decision maker must be present during the following activities:
 - i. Project kickoff
 - ii. Establishment of timeline
 - iii. Workflow meetings
 - iv. Interface definition meetings and signoff
 - v. Charge language review and approval
 - vi. Document template review and signoff
 - vii. Data conversion review and signoff
- 5. Sufficient time for all data conversion reviews, if applicable, will include a minimum of:
 - a. Verification and review of ten (10) cases per year for each Client department of any legacy system(s) data during each review.
 - b. Client is responsible for validating their data and code table set up during the project. Validating data is key to a successful implementation. If issues arise with converted data after go-live, Karpel Solutions will determine if a fix is possible, and an additional fee may be required for the work required to fix the issue.
- 6. PASSWORD PROTECTION AND USER REQUIREMENTS. Access to the Software Program(s) is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Software Program(s). KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of the Software Program(s). Only the number of users set forth in the Investment Summary may access the Software Program(s). Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access the Software Program(s). Client agrees that Karpel Solutions is not liable for, and Client agrees to hold Karpel Solutions harmless for, any unauthorized access to the Software Program(s), including without limitation, access caused by data destruction and/or failure to protect the login and password information of users.
- 7. RESTRICTIONS ON USE. Client agrees to conduct all activities on the Software Program(s) in accordance with all applicable laws and regulations. Access to the Software Program(s) must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) alter, modify, decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software Program(s), source code, algorithms, or underlying ideas of the Software Program(s); (ii) add to, remove from, or otherwise modify the Software Program(s), interfaces, and/or data without the express written consent of Karpel Solutions; (iii) provide, lease, lend, subcontract, sublicense, or re-publish for service bureau or hosting purposes any or all of the Software Program(s); (iv) reproduce, modify, copy, distribute, publish, display or create derivative works of

any or all of the Software Program(s) or (v) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software Program(s).

8. **SUSPENSION OF ACCESS.** Karpel Solutions reserves the right to immediately suspend access to Software Program(s) without notice and at any time: (i) if Karpel Solutions suspects or has reason to suspect a security or data breach; (ii) if suspension is necessary to protect Karpel Solutions' rights, Client's rights or the rights of a third party; (iii) if Client misuses the Software Program(s); (iv) if Client fails to make any payments as required under this Agreement; and/or (v) if Client otherwise violates this Agreement. Karpel Solutions will provide notice to Client upon suspension of the Software Program(s).

5. INVESTMENT SUMMARY AND PRICING

Karpel Solutions will perform its Services in exchange for payment as set forth below.

Annual Subscription and Other Fees		Qty.	Price	Total	
DEFENDERbyKarpel Subscription		8	\$1,600	\$12,800	
Includes 24x7 support, two upgrades annually, and unlimited eDiscovery					
Client Engagement Platform		8	\$320	\$2,560	
HOSTEDbyKarpel (per user/year)		8	\$150	\$1,200	
Interface Support and Maintenance		0		\$0	
Additional storage (per TB after included 2TB)			\$500	\$0	
Total Annual Fees				\$16,560	
One-Time Costs					
Installation Services		Qty.	Price	Total	
DEFENDERbyKarpel Installation and Configuration		1	\$1,000	\$1,000	
Data Preload		1	\$1,500	\$1,500	
Workstation setup and System Compatibility Check (per computer)		8	\$50	\$400	
Total Installation Services				\$2,900	
Professional Services		Qty.	Price	Resources	Total
Project Management		No Additional Cost			
Pre-Implementation Services (hours, remote)		4	\$150		\$600
Data Conversion: Current System NAS Data		1	\$7,500		\$7,500
Data Conversion Storage (per TB after included 2TB)		0	\$500		\$0
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours,remote)		4	\$150		\$600
Document Template Setup, Training and Conversion of Up To 100 Document (max of 50 Civil) Templates		1	\$2,500		\$2,500
Total Professional Services					\$11,200
Training Services		Qty.	Price	Resources	Total
Go-Live Training (days)		4	\$1,200	1	\$4,800
Total Training Services					\$4,800
Customization Services		Qty.	Price		Total
Interface: Island County Prosecutor's Office		0	NC		\$0
Total Customization Services					\$0
Estimated Travel Expenses					\$3,250
Total One-Time Costs					\$22,150

Optional Items				Price
JasperSoft Reporting Module				\$1,000
<i>JasperSoft Reporting Module Annual Support</i>				\$5,000
<i>JasperSoft Reporting Module Training (minimum)</i>				\$600
Custom Reports (per report)				\$1,000
Document Template Conversion After 100 Documents (per document)				
<i>Criminal document templates</i>				\$25
<i>Civil document templates</i>				\$50
Data back-ups provided to client for download (each)				\$100
Additional Storage (per TB/year after included 2TB)				\$500
Additional Storage (per 100TB/year after included 2TB)				\$32,000

This pricing is based upon the following terms and conditions:

1. Interfaces must conform to the appropriate Software Program(s) Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate IEPD (i.e., require a new schema to be designed or database modification) will require Karpel Solutions and Client review before approval of both design and potential additional development and maintenance costs.
2. All phase one (1) interfaces must have an IRF (Interface Request Form) completed and signed off by all parties within 30 days of the project kick-off meeting. If not completed within this time frame, the interfaces will be automatically moved into phase two (2).

PLEASE NOTE: THERE MAY BE ADDITIONAL COSTS FROM THE OTHER VENDOR(S), WHICH ARE NOT INCLUDED WITHIN THE ABOVE PRICING FOR THIS CONTRACT, AND WHICH WILL BE BILLED SEPARATELY BY THE OTHER VENDOR(S). CLIENT SHALL BE SOLELY RESPONSIBLE FOR THESE SEPARATE COSTS.

3. Interfaces not currently in production will be considered as "Phase 2" and implemented post-go live.
4. The above costs do not include additional hardware, Microsoft licenses, or networking services which may be necessary to properly and legally operate the Software Program(s). Such expenses are solely Client's responsibility.
5. Changes to the Project Scope/Timeline will impact and affect other work of Karpel Solutions and other clients and will result in an increased financial burden to Karpel Solutions which may be difficult to ascertain or estimate. Accordingly, any changes to the Project Scope/Timeline after execution of this Agreement may result in an additional fee in the amount of 10% of the total cost for the project to account for the additional time and expenses that will be incurred by Karpel Solutions in order to accommodate any such changes. In addition, travel expenses as outlined in the Investment Summary will no longer be applicable, and any such expenses will be charged to Client at the actual cost incurred by Karpel Solutions.
6. Karpel Solutions will honor pricing proposals for Optional Services for up to 90 days of execution of this Agreement. Upon the request of Client to provide an Optional Service, an official notice to begin the service must be received from Client before the Optional Services will be provided

by Karpel Solutions. This is to ensure there are no misunderstandings between Client and Karpel Solutions as to the provision of Optional Services.

7. The aggregate document / file storage space included with the stated hosted service fee is two terabytes (2TB) of storage per instance of the Software Program(s). If Client's storage exceeds 2TB in any instance, any additional storage above 2TB will automatically be added to Client's bill at the rate(s) set forth in the Investment Summary. Client hereby consents to this additional charge in advance and waives any requirement for additional notice regarding the same.
8. Client agrees to pay Karpel Solutions for any materials purchased for Client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client. Client will reimburse Karpel Solutions for all out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and ground transportation.
9. As with any project, all prices herein are subject to change as new information arises that will alter or impact the project or as workload for the project increases. Karpel Solutions will seek approval from Client if additional work becomes necessary to make requested changes during the project.
10. Upon termination of this Agreement, whether by Client, Karpel, or mutual agreement of the parties, Client agrees to pay to Karpel Solutions a data collection fee in the amount of \$1,000 to compensate Karpel Solutions for its time and services required in connection with the return of Client Content and Confidential Information upon termination of this Agreement.

5.1 Payment Terms

The first year annual SaaS subscription for the PROSECUTORbyKarpel and/or DEFENDERbyKarpel Software Subscription will be invoiced the month following the effective date of this Agreement. The Software Program(s) first year subscription deposit is non-refundable, including, but not limited to, in the event that this Agreement is later terminated by Client for any reason.

Annual fees for the Agreement will be invoiced the month following the effective date of this Agreement, and that date will become Client's annual recurring invoice date for each year thereafter, unless Karpel Solutions or Client gives notice as set forth herein of intent not to renew or otherwise terminates this Agreement as set forth in "Term and Termination" below.

SUSPENSION OR TERMINATION OF SERVICES FOR NON-PAYMENT. In the event that Client fails to pay any amounts due and such non-payment continues for a period of ninety (90) days, Karpel Solutions may suspend Services hereunder until full payment is received and/or may terminate this Agreement for non-payment, in addition to, and without limitation to, exercising any other rights or remedies which may exist under the law.

INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law. Client agrees to pay any and all costs of collection incurred by Karpel Solutions, including, but

not limited to, any attorneys' fees incurred by Karpel Solutions, with respect to any past due balance(s) on Client's account.

6. ANNUAL SUPPORT

6.1 TECHNICAL SUPPORT FEES

Maintenance and technical support are included as part of the annual recurring SaaS subscription fee and are billed as part of that annual recurring fee, with no separate line item or separate annual charge. Client may not terminate or opt out of the maintenance and technical support portion separately while Client's subscription remains active. Provided Client's computers, network and systems meet recommended specifications set by Karpel Solutions and Client has purchased and is current with annual subscription payments, Karpel Solutions will provide updated versions of the Software Program(s) as they become available during the term of the Agreement. Karpel Solutions has the right to increase current pricing at the time of renewal, provided that Karpel Solutions provides Client with at least ninety (90) days' notice of any price increase prior to the renewal date.

6.1.1 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all Software Program(s) provided, including ongoing unlimited telephone technical support problem determination and resolution.

6.1.2 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, between the hours of 7:00 a.m. and 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

6.1.3 INCLUDED SUPPORT

Support services include the detection and correction of errors in the Software Program(s) and the implementation of all of the Software Program(s) changes, updates, and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool on the end user's computer.

6.1.4 RESPONSE TIMES

Karpel Solutions will be responsive and timely to technical support calls/inquires made by Client. Client will first make support inquires through their qualified system administrators to assure the policies and business practices of Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity* of the issue/support problem shall determine the average problem resolution response time set forth below. The severity response and resolution times stated below are targets and goals only and are not guarantees.:

**If the remote support tool is not available with respect to a reported issue, Karpel Solutions will not provide technical support for any such reported issues.*

Severity Level 1 shall be defined as urgent situations, when Client's production system is down and Client is unable to use the Software Program(s), Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by Client.

Severity Level 2 shall be defined as critical Software Program(s) system component(s) that have significant outages and/or failure precluding successful operation, and possibly endangering the customer's environment. The Software Program(s) may operate but are severely restricted. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by Client.

Severity Level 3 shall be defined as a minor problem that exists with the Software Program(s) but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of Software Program(s), unless otherwise authorized in writing by Client.

General Assistance: For general Software Program(s) support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call on average no later than the next business day.

6.2 SERVICE LEVEL COMMITMENT

UPTIME: Karpel Solutions is committed to providing the Software Program(s) in a consistent and reliable manner. Karpel Solutions will provide the Software Program(s) to Client with a stated minimum uptime of 99.5% to Client.

SCHEDULED MAINTENANCE: Karpel Solutions periodically performs scheduled maintenance Including, but not limited to preventative or emergency maintenance of the Software Program(s). Client understands that scheduled maintenance may affect availability of the Software Program(s). If scheduled maintenance is to be performed, Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of Client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

DATA RETENTION AND BACKUPS: As a part of the Software Program(s), Karpel Solutions will use its best efforts to maintain consistent, regular and validated backup of Client Content and Confidential Information imported into the Software Program(s) in accordance with the Microsoft Azure government cloud network's policies and procedures. Upon written request, Karpel Solutions will make available to Client a copy of the current Microsoft Azure retention and backup policies and procedures.

AUDITS AND SECURITY: Karpel Solutions is committed to maintaining the security of Client Content and Confidential Information maintained in the Software Program(s). Karpel Solutions will maintain the Software Program(s) in a reasonably secure manner, subject to Client's own obligations to protect and safeguard usernames and passwords on Client's end. Karpel Solutions will perform security audits of the Software Program(s) in accordance with the Microsoft Azure government cloud policies and procedures to protect the integrity and security of the Software Program(s).

DATA TRANSMISSION: All data in transit is encrypted between client devices and the Azure-hosted Software Program(s) using the TLS 1.2 protocol. Karpel Solutions ensures that all data transmitted to and from the Software Program(s) is transmitted at a minimum level of TLS 1.2 encryption using digital certificates issued by an internationally recognized domain registrar and certificate authority.

DATA LOCATION: Karpel Solutions will maintain the Software Program(s), Client Content and Confidential Information of Client in a SOC 2 / SSAE 18 certified data facility. As of the effective date of this Agreement, the Software Program(s) are hosted within Microsoft Azure Government, which is SOC 2 compliant.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

KARPEL SOLUTIONS OWNERSHIP: Karpel Solutions retains all rights, title and interests in and to the Software Program(s) and any related Intellectual Property. Any suggestions, solutions, improvements, corrections, or other contributions Client provides regarding the Software Program(s) will become the property of Karpel Solutions, and Client hereby assigns all such rights to Karpel Solutions without charge. Client is granted a non-exclusive, non-transferable subscription to use the Software Program(s) on the terms and conditions set forth in this Agreement.

CLIENT OWNERSHIP: Client retains all rights, title, and interests in and to Client Content. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully paid license to use, copy, and modify Client Content solely to the extent necessary and for the sole purposes of providing access to the Software Program(s) or otherwise complying with its obligations under this Agreement.

COPYRIGHT. Karpel Solutions reserves the right to seek damages if Client is responsible for a violation of Karpel Solutions' copyright, and Client assumes full responsibility for the acts and omissions of its agents acting in the course and scope of their duties for Client with respect to the protection of Karpel Solutions' copyright.

8. SUBSCRIPTION TERMS AND USE

The Software Programs are proprietary products of Karpel Solutions. Client is granted only limited permission (not ownership or any rights incidental to ownership) to use the Software Programs on a subscription basis and only in accordance with the terms set forth below. During the term of this Agreement, Karpel Solutions hereby grants Client a non-exclusive, non-transferable subscription to use the Software Program(s) solely in accordance with the terms of this Agreement. Client's subscription will terminate immediately and automatically upon the expiration or termination of this Agreement. Client may not grant any rights under this Agreement to or allow any party to access or use the Software Program(s) without Karpel Solution's prior written consent, which may be withheld by Karpel Solutions in its sole and absolute discretion. Client's subscription is subject at all times to Client's full compliance with this Agreement.

1. Karpel Solutions hereby grants Client a non-exclusive and non-transferable subscription to use any associated Documentation furnished.
2. Client cannot distribute, rent, sublicense, or sublease the Software Program(s). Each subscription of the Software Program(s) may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor by more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week combined).

Client agrees to allow Karpel Solutions to audit Client's use of the Software Program(s) and subscription of the Software Program(s) at any time. Client will cooperate with respect to the audit, including providing access to any books, computers, records, or other information that relate to the use of the Software Program(s). Such audit will not unreasonably interfere with Client's activities.

In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of the Software Program(s), Karpel Solutions shall be entitled to, and Client must pay to Karpel Solutions, the monetary equivalent of the costs that would have been incurred by Client had Client properly subscribed to the Software Program(s), installation and training for the unauthorized user(s) associated with each violation, and Client will also reimburse Karpel Solutions for the reasonable cost of the audit, in addition to any other remedies to which Karpel Solutions may be entitled under the law.

3. This subscription does not transfer any rights to Software Program(s) source codes, unless Karpel Solutions ceases to do business without transferring its obligations under this Agreement to another qualified software business. Karpel Solutions will, at Client's expense, enter into escrow agreement for the storage of the source codes.
4. Client may not use, copy, modify, or transfer the Software Program(s) or Documentation, in whole or in part, except as expressly provided herein. The Software Program(s) and the Documentation are protected by copyright and trade secret laws. Karpel Solutions retains all rights in any copy, derivative or modification to the Software Program(s) and Documentation no matter by whom made. The Software Program(s) are subscribed to one full time employee, or two part-time employees as set forth above. Client shall not provide or disclose or otherwise make available the Software Program(s) or any portion thereof in any form to any third party. Client acknowledges

that unauthorized copying and/or distribution will cause substantial damage to Karpel Solutions far greater than the value of the copies involved.

5. The Software Program(s) were developed exclusively at private expense and are Karpel Solutions' trade secrets. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records, the Software Program(s) and Documentation shall be considered exempt from disclosure. The Software Program(s) are "commercial computer software" subject to limited utilization "Restricted Rights." The Software Program(s), including all copies, are and shall remain proprietary to Karpel Solutions. In the event that a third party seeks to compel disclosure and/or production of the Software Program(s) or Documentation by court order or otherwise, Client shall promptly give notice to Karpel Solutions so as to allow Karpel Solutions to take whatever steps it deems necessary to prevent such disclosure and/or production, and Client agrees to cooperate with Karpel Solutions in connection therewith.
6. Public Agency Participation (APPLICABLE TO PUBLIC AGENCY CLIENTS ONLY): Other public agencies may utilize the terms and conditions established by this Agreement. "Public agency", for purposes of this paragraph, is defined to include any city, county, district, public authority, public agency, municipality, and other political subdivision. Client is not an agent, partner, or representative of such public agency, and is not obligated or liable for any action or debts that may arise out of such independently negotiated procurements. These so called "piggy-back" awards shall be made independently by each public agency, and that agency shall accept sole responsibility for placing orders with Karpel Solutions. Client does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies. Any such contract by another public agency must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of such public agency.

9. WARRANTY

1. LIMITED WARRANTY: Karpel Solutions warrants it will provide the Software Program(s) and Services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in this Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software Program(s) in material accordance with the Service Level Commitment outlined in this Agreement. No representations or warranties as to the use, functionality or operation of the Software Program(s) or Services are made by Karpel Solutions other than as expressly stated in this Agreement. Karpel Solutions disclaims all other warranties as set forth below.

Karpel Solutions makes no warranties, express or implied, as to any third-party software or as to Karpel Solutions' ability to support such software on an on-going basis. Karpel Solutions also makes no warranties, express or implied, as to the quality of or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at Client's facilities or as may be added by Client.

2. INTERNET: Karpel Solutions makes the Software Program(s) available to Client through the Internet to the extent commercially reasonable, and subject to outages, communication and data

flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Software Program(s). Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any delays, interruptions, suspensions, or unavailability of the Software Program(s) attributable to problems with the Internet or the configuration of Client's computer systems or network.

3. **SYSTEM REQUIREMENTS:** Karpel Solutions provides the Software Program(s) based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any failure of the Software Program(s) based upon Client's failure to comply with the system requirements of Karpel Solutions.
4. **WARRANTY LIMITATION:** The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from: (i) Client's failure to use any new or corrected versions of the Software Program(s) made available, (ii) use of the Software Program(s) by Client for any purpose and/or in any manner other than that authorized in this Agreement, (iii) use of the Software Program(s) in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software Program(s), (iv) misuse of the Software Program(s) by Client, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification or alteration of the Software Program(s) not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.
5. **DISCLAIMER: THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT: (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SOFTWARE PROGRAM(S) WILL BE CONTINUOUS, ERROR-FREE, OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE PROGRAM(S) WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, OR (iii) THAT THE SOFTWARE PROGRAM(S) WILL MEET CLIENT'S NEEDS.**
6. **EXCLUSIVE REMEDIES:** If the Software Program(s) provided under this Agreement do not materially comply with the requirements stated in the Limited Warranty above, Karpel Solutions' sole obligation shall be to correct or modify the Software Program(s) at no additional charge to Client. If Karpel Solutions is unable to correct or modify the Software Program(s) to the satisfaction of Client, Client's sole remedy will be to terminate this Agreement by written notice to Karpel Solutions and receive a refund of any fees pre-paid, if any, for the pro rata remainder of the then-effective term of this Agreement.

10. LIMITATION OF LIABILITY

CLIENT AGREES THAT KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR

CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CLIENT WAIVES ANY RIGHTS AND AGREES TO HOLD KARPEL SOLUTIONS HARMLESS FROM AND AGAINST ANY SUCH DAMAGES OR LOSSES. KARPEL SOLUTIONS' TOTAL AGGREGATE LIABILITY TO CLIENT UNDER OR ARISING FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREUNDER SHALL NOT EXCEED THE FEES CLIENT HAS PAID TO KARPEL SOLUTIONS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE FIRST CLAIM MADE AGAINST KARPEL UNDER OR ARISING FROM THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREUNDER. THE FOREGOING WAIVERS AND LIABILITY CAP APPLY TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE.

11. TERM AND TERMINATION

TERM. This Agreement shall be for a term of one (1) year and shall automatically renew for subsequent one (1) year terms, unless either Karpel Solutions or Client gives notice to the other party at least thirty (30) days prior to the expiration of the then-current term of Karpel Solutions or Client's intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing for subsequent annual terms is subject to change at the sole discretion of Karpel Solutions, though Karpel Solutions will provide Client with at least ninety (90) days' notice of any pricing change prior to the renewal date.

TERMINATION BY CLIENT: In the event that Client believes that Karpel Solutions has failed to perform or materially breached this Agreement, Client shall provide thirty (30) days' written notice to Karpel Solutions of Client's intent to terminate this Agreement. Thereafter, Karpel Solutions will have thirty (30) days from the receipt of such notice to cure the alleged failure or breach. If the alleged failure or breach cannot be cured within thirty (30) days, but Karpel Solutions has initiated good-faith efforts to cure the breach within the thirty (30) day period, the cure period shall be extended for a reasonable period of time so as to allow Karpel Solutions to complete the cure of the alleged failure or breach. If at the end of the cure period Karpel Solutions has not cured the alleged failure or breach, then Client may terminate this Agreement by providing written notice of termination.

TERMINATION BY KARPEL SOLUTIONS: Karpel Solutions may terminate this Agreement on thirty (30) days' written notice to Client for any reason, including, but not limited to, in the event that Client has failed to perform under or materially breaches this Agreement. Failure to timely pay all amounts due and owing and failure to reasonably cooperate with Karpel Solutions in connection with the Services, among other things, shall constitute material breaches of this Agreement.

TERMINATION FOR INSOLVENCY. Either party may immediately terminate this Agreement by providing written notice of termination in the event the other party: (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date, (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

RIGHTS AFTER TERMINATION OR EXPIRATION: Upon termination or expiration of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Software Program(s), and each party shall immediately cease use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client with respect to the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon termination or expiration of this Agreement, Client must return to Karpel Solutions (or at Karpel Solutions' election, destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Software Program(s) provided under this Agreement.

FINAL PAYMENT. In addition to the Data Collection Fee set forth in the Investment Summary due and payable to Karpel Solutions upon termination or expiration of this Agreement, Client shall also be responsible for and shall pay any and all fees earned by Karpel Solutions prior to termination or expiration for all work and services performed and/or expenses incurred by Karpel Solutions under this Agreement prior to termination or expiration. Karpel Solutions will send an invoice to Client with respect to these amounts, and final payment of all amounts due by Client to Karpel Solutions must be paid within thirty (30) days of that invoice. Past due accounts will be charged interest at the rate of one and one-half percent (1.5%) per month, or at the maximum rate allowable by law. Client also agrees to pay any costs of collection, including reasonable attorneys' fees, incurred by Karpel Solutions in connection with this Agreement.

12. NON-SOLICITATION AND CONFIDENTIALITY OBLIGATIONS

NON-SOLICITATION OF KARPEL SOLUTIONS EMPLOYEES. Karpel Solutions has invested substantial sums of money and large amounts of time in recruiting, supervising, and training its employees. Client acknowledges that it has a unique opportunity to evaluate Karpel Solutions employees' performance and has the potential to hire Karpel Solutions' employees away from Karpel Solutions. Client further acknowledges that such hiring away would substantially disrupt Karpel Solutions' business and ability to provide its services to others. Client understands that Karpel Solutions' employees are subject to non-competition agreements; therefore, Client agrees during the term of this Agreement and for a period of two (2) years after expiration or termination of this Agreement by either party for any reason, Client will not in any manner, directly or indirectly, solicit, recruit or hire, or attempt to solicit, recruit or hire, or otherwise interfere with the employment or engagement of any other employees of Karpel Solutions who are employed or engaged by Karpel Solutions at the time of the solicitation, attempted solicitation, and/or hire or who were employed or engaged by Karpel Solutions within the two (2) year period prior to expiration or termination of this Agreement.

CONFIDENTIALITY. Neither party shall disclose or use any Confidential Information of the other party, except as otherwise set forth in or permitted by this Agreement.

PERSONALLY IDENTIFIABLE INFORMATION. The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software Program(s) may be confidential Personally Identifiable Information of third parties. The parties shall use their best efforts to protect the confidentiality of Personally Identifiable Information of third parties. Client agrees that Karpel Solutions is not liable, and Client agrees to hold Karpel Solutions harmless from any claims arising out of disclosure of Personally Identifiable Information caused in whole or in part by Client's own negligence, misconduct, or fault.

DISCLOSURE REQUIRED BY LAW. In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested should the disclosing party wish to seek such a protective order.

SIMILAR PROGRAMS AND MATERIALS. Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of Services provided to Client hereunder.

INJUNCTIVE RELIEF. The parties acknowledge that any breach of the non-solicitation and/or confidentiality obligations of this Agreement will cause irreparable harm to the other party. Accordingly, the parties agree that the non-breaching party may enforce the provisions of this Agreement by seeking an injunction, specific performance, criminal prosecution, or other equitable relief which may be available to the non-breaching party without prejudice to any other rights and remedies.

13. MISCELLANEOUS

NOTICES. Any notices provided under this Agreement will be in writing and will be deemed to have been properly given if delivered personally or if sent by: (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) electronic means, followed by mailing a copy by regular U.S. mail, postage prepaid. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by Karpel Solutions and/or Client by written notice as described in this Section. All notices sent by certified or registered mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by electronic means will be deemed given on the next business day after successful transmission.

Karpel Solutions
c/o Sherri Remington
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300
sremington@karpel.com

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to any conflict of laws provisions. Any dispute arising out of or in connection with this Agreement must be brought exclusively in the appropriate court(s) located in St. Louis County, Missouri, and Client expressly waives any and all objections regarding jurisdiction, venue, and/or forum *non conveniens* in such court(s).

ACCEPTANCE TERM. The proposal attached to this Agreement is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.

MODIFICATION AND WAIVER. Any modifications to this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than one made in an explicit written waiver by an Authorized Representative. No waiver of any breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement, whether similar in nature or not.

ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Client, Karpel Solutions, and Karpel Solutions' successors and assigns. Client may not assign or otherwise transfer Client's rights and/or obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and/or transfer this Agreement and/or Karpel Solutions' rights and obligations under this Agreement at any time, and Client's consent to such assignment or transfer is not needed.

FORCE MAJEURE. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage, pandemic, epidemic, or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.

INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without the party's prior written authorization, approval, and consent. Each party shall be responsible for its own conduct and for that of its employees and designated agents with respect to performance and/or non-performance under this Agreement. The parties agree to reasonably cooperate with each other with respect to any third-party claims which may arise from any party's performance and/or non-performance under this Agreement.

SOFTWARE ANOMALIES. New commercial software releases or upgrades, and any hardware and/or software owned by or licensed to Client, used in connection with the Software Program(s) may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform Client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best efforts" basis. Karpel Solutions is not responsible for any delay or inability to complete its Services hereunder if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' fees for the Services at the rates stated in the Agreement whether or not a successful solution to such anomalies or issues is achieved.

CLIENT ENVIRONMENT. Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans with respect to Client's own information technology environment; and (e) employing qualified personnel to obtain the desired results. Karpel Solutions is not responsible for loss of data in the Software Program(s) or security breaches that result in unauthorized dissemination of data contained in the Software Program(s) that are

the result of Client's own actions, including, but not limited to, Client not following appropriate operating procedures, security, and protective measures, and/or adequate backup contingency plans.

ELECTRONIC DOCUMENTS. Client and Karpel Solutions may communicate by electronic means, including, but not limited to, facsimile documents and email. Both parties agree that a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity, an electronic document that contains a signature or USERID is a signed writing, and an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.

SEVERABILITY. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of the Agreement shall remain in full force and effect.

MARKETING. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions. Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth below. This Agreement constitutes the entire agreement between the parties, superseding all prior written and oral agreements. Prior to acceptance of this Agreement, Karpel Solutions reserves the right to make modifications to this Agreement. The signatories warrant they have the authority to bind their respective party.

Island County Public Defender's Office

Karpel Solutions

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Mailing Contact:

Mailing Address: _____

Billing Contact:

Phone Number: _____

Email Address: _____

Billing Address: _____

Tax Exempt? No ☐ Yes ☐ ***If yes, please attach copy of tax exempt certificate***

Client Project Manager Contact:

Phone Number: _____

Email Address: _____

Client Decision Making Attorney for Project:

Phone Number: _____

Email Address: _____

Client Project IT Contact:

Phone Number: _____

Email Address: _____



**ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL**

MEETING DATE: 10/6/26

Agenda Item No: 8

☒ CONSENT AGENDA

☐ REGULAR AGENDA

☐ PUBLIC HEARING/MTG

Resolution/Ordinance No: _____

DEPARTMENT: PUBLIC HEALTH

DIVISION: HEALTH ADMINISTRATION

STAFF CONTACT: Shawn Morris

DEPT. HEAD: Shawn Morris, Director

AGENDA SUBJECT: Consolidated Contract with Washington State Department of Health. Contract No. CLH32052, Am 16. \$13,950.00. (RM-HLTH-2026-313)

BACKGROUND/SUMMARY: **WORK SESSION DATE:** *(If applicable)* 12/18/2024
Consolidated Contract CLH32052, Amendment 16, with the Washington State Department of Health amends Statements of Work for the Maternal & Child Health Block Grant - Effective January 1, 2025. Am#16 increases allocations by \$13,950, bringing the total to \$8,486,647.

FISCAL IMPACT/FUNDING SOURCE: WA Dept. of Health

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

☐
☐
☐
☐
☐

APPROVED

DENIED

TABLED/DEFERRED/NO ACTION TAKEN

CONTINUED TO DATE: ____/____/____ TIME: _____

OTHER _____

**ISLAND COUNTY PUBLIC HEALTH
2025-2027 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: CLH32052

AMENDMENT NUMBER: 16

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

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

1. Exhibit A Statements of Work, includes the following statements of work, which are incorporated by this reference and located on the DOH Finance SharePoint site in the Upload Center at the following URL:
<https://stateofwa.sharepoint.com/sites/doh-ofsfundingresources/siteways/home.aspx?e1:9a94688da2d94d3ea80ac7fbc32e4d7c>
 - ☐ Adds Statements of Work for the following programs:
 - ☒ Amends Statements of Work for the following programs:
Maternal & Child Health Block Grant – Effective January 1, 2025
 - ☐ Deletes Statements of Work for the following programs:
2. Exhibit B-16 Allocations, attached and incorporated by this reference, amends and replaces Exhibit B-15 Allocations as follows:
 - ☒ Increase of **\$13,950** for a revised maximum consideration of **\$8,486,647**.
 - ☐ Decrease of _____ for a revised maximum consideration of _____.
 - ☐ No change in the maximum consideration of _____.
Exhibit B Allocations are attached only for informational purposes.
3. Exhibit C Federal Grant Awards Index, incorporated by this reference, and located in the ConCon, Funding & BARS library at the URL provided above.

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

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

This section intentionally left blank.

**ISLAND COUNTY PUBLIC HEALTH
2025-2027 CONSOLIDATED CONTRACT**

CONTRACT NUMBER: CLH32052**AMENDMENT NUMBER: 16**

IN WITNESS WHEREOF, the undersigned has affixed his/her signature in execution thereof.

ISLAND COUNTY BOARD OF
COUNTY COMMISSIONERS

STATE OF WASHINGTON
DEPARTMENT OF HEALTH

Chair Date
Board of County Commissioners

Signature Date

Print Name Title

Print Name Title

APPROVED AS TO FORM ONLY
Assistant Attorney General

Indirect Rate January 1, 2025-Indefinite: MTDC De Minimus

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List **	BARS Revenue Code**	Statement of Work		DOH Use Only Chart of Accounts		Amount	Funding Period SubTotal	Chart of Accounts Total
					LHJ Start Date	Funding Period End Date	Funding Period Start Date	End Date			
FFY26 Brstfdg Peer Cn Pr Mgmt USDA	7WA700WA1	Amd 14	10.557	333.10.55	10/01/25	09/30/27	10/01/25	09/30/28	\$24,462	\$24,462	\$49,289
FFY25 Brstfdg Peer Cn Pr Mgmt USDA	7WA700WA1	Amd 9	10.557	333.10.55	01/01/25	09/30/27	10/01/24	09/30/27	(\$977)	\$17,887	
FFY25 Brstfdg Peer Cn Pr Mgmt USDA	7WA700WA1	Amd 8	10.557	333.10.55	01/01/25	09/30/27	10/01/24	09/30/27	(\$6,940)		
FFY25 Brstfdg Peer Cn Pr Mgmt USDA	7WA700WA1	Amd 4, 8	10.557	333.10.55	01/01/25	09/30/27	10/01/24	09/30/27	\$25,804		
FFY24 Brstfdg Peer Cn Pr Mgmt USDA	7WA700WA1	Amd 8	10.557	333.10.55	01/01/25	09/30/26	10/01/23	09/30/26	\$6,940	\$6,940	
FFY24 Brstfdg Peer Cn Pr Mgmt USDA	7WA700WA1	Amd 4	10.557	333.10.55	01/01/25	09/30/26	10/01/23	09/30/26	(\$25,804)	\$0	
FFY24 Brstfdg Peer Cn Pr Mgmt USDA	7WA700WA1	Amd 1	10.557	333.10.55	01/01/25	09/30/26	10/01/23	09/30/26	\$25,804		
FFY25 USDA WIC Client Svs Contracts	7WA700WA7	Amd 4	10.557	333.10.55	01/01/25	09/30/25	10/01/24	09/30/25	\$3,975	\$256,842	\$256,842
FFY25 USDA WIC Client Svs Contracts	7WA700WA7	Amd 2	10.557	333.10.55	01/01/25	09/30/25	10/01/24	09/30/25	\$76,273		
FFY25 USDA WIC Client Svs Contracts	7WA700WA7	Amd 1	10.557	333.10.55	01/01/25	09/30/25	10/01/24	09/30/25	\$176,594		
FFY26 WIC Client Svs Contracts USDA	7WA700WA7	Amd 15	10.557	333.10.55	10/01/25	09/30/26	10/01/25	09/30/26	\$72,452	\$271,461	\$271,461
FFY26 WIC Client Svs Contracts USDA	7WA700WA7	Amd 14	10.557	333.10.55	10/01/25	09/30/26	10/01/25	09/30/26	\$57,441		
FFY26 WIC Client Svs Contracts USDA	7WA700WA7	Amd 12	10.557	333.10.55	10/01/25	09/30/26	10/01/25	09/30/26	\$26,689		
FFY26 WIC Client Svs Contracts USDA	7WA700WA7	Amd 11	10.557	333.10.55	10/01/25	09/30/26	10/01/25	09/30/26	\$57,439		
FFY26 WIC Client Svs Contracts USDA	7WA700WA7	Amd 10	10.557	333.10.55	10/01/25	09/30/26	10/01/25	09/30/26	\$32,741		
FFY26 WIC Client Svs Contracts USDA	7WA700WA7	Amd 9	10.557	333.10.55	10/01/25	09/30/26	10/01/25	09/30/26	\$24,699		
FFY25 Farm Mkt Ntr Prog Mgmt USDA	7WA810WA7	Amd 4	10.572	333.10.57	01/01/25	09/30/25	10/01/24	09/30/25	\$704	\$704	\$704
PS SSI2 Sub Award Management Task 3	01J89801	Amd 5	66.123	333.66.12	01/01/25	03/31/27	07/01/21	08/31/28	\$300	\$214,730	\$214,730
PS SSI2 Sub Award Management Task 3	01J89801	Amd 4	66.123	333.66.12	01/01/25	03/31/27	07/01/21	08/31/28	\$164,430		
PS SSI2 Sub Award Management Task 3	01J89801	Amd 1	66.123	333.66.12	01/01/25	03/31/27	07/01/21	08/31/28	\$50,000		
FFY26 Swimming Beach Act IAR (ECY)	03J18701	Amd 11	66.472	333.66.47	03/01/26	10/31/26	07/01/25	11/30/26	\$8,000	\$8,000	\$18,800
FFY25 Swimming BEACH Act IAR (ECY)	01J74301	Amd 2	66.472	333.66.47	03/01/25	10/31/25	01/01/25	11/30/25	\$10,800	\$10,800	
FFY26 PHEP BP3-CDC-LHJ Partners	NU90TU000055	Amd 15	93.069	333.93.06	07/01/26	06/30/27	07/01/26	06/30/27	\$64,271	\$64,271	\$161,691
FFY25 PHEP BP2-CDC-LHJ Partners	NU90TU000055	Amd 9	93.069	333.93.06	07/01/25	06/30/26	07/01/25	06/30/26	\$27,858	\$64,271	
FFY25 PHEP BP2-CDC-LHJ Partners	NU90TU000055	Amd 7	93.069	333.93.06	07/01/25	06/30/26	07/01/25	06/30/26	\$36,413		
FFY24 PHEP BP1-CDC-LHJ Partners	NU90TU000055	Amd 3	93.069	333.93.06	01/01/25	06/30/25	07/01/24	06/30/25	\$7,441	\$33,149	
FFY24 PHEP BP1-CDC-LHJ Partners	NU90TU000055	Amd 1	93.069	333.93.06	01/01/25	06/30/25	07/01/24	06/30/25	\$25,708		
FFY24 CDC PCH OD2A Prevention	NU17CE010218	Amd 4	93.136	333.93.13	01/01/25	08/31/25	09/01/24	08/31/25	\$14,332	\$47,772	\$47,772
FFY24 CDC PCH OD2A Prevention	NU17CE010218	Amd 1	93.136	333.93.13	01/01/25	08/31/25	09/01/24	08/31/25	\$33,440		
FFY26 OD2A Prevention CDC YR4	NGA Not Received	Amd 15	93.136	333.93.13	09/01/26	08/31/27	09/01/26	08/31/27	\$47,772	\$47,772	\$95,544
FFY25 OD2A Prevention CDC YR3	NU17CE010218	Amd 11	93.136	333.93.13	09/01/25	08/31/26	09/01/25	08/31/26	(\$7,271)	\$47,772	
FFY25 OD2A Prevention CDC YR3	NU17CE010218	Amd 10	93.136	333.93.13	09/01/25	08/31/26	09/01/25	08/31/26	\$7,271		
FFY25 OD2A Prevention CDC YR3	NU17CE010218	Amd 7	93.136	333.93.13	09/01/25	08/31/26	09/01/25	08/31/26	\$47,772		
COVID 19 Vaccines R4	NH23IP922619	Amd 4	93.268	333.93.26	01/01/25	06/30/25	07/01/20	06/30/25	\$46,367	\$46,367	\$46,367

Indirect Rate January 1, 2025-Indefinite: MTDC De Minimus

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List **	BARS Revenue Code**	Statement of Work LHIJ Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
FFY24 ELC Core Vector Borne CDC	NU51CK000364	Amd 4	93.323	333.93.32	02/01/25	07/31/25	08/01/24	07/31/25	\$4,000	\$4,000	\$4,000
FFY20 ELC EDE LHJs CDC	NU50CK000515	Amd 1, 7	93.323	333.93.32	01/01/25	12/31/25	01/15/21	07/31/26	\$105,000	\$105,000	\$105,000
FFY20 ELC EDE Refugee CDC	NU50CK000515	Amd 13	93.323	333.93.32	01/01/26	06/30/26	01/15/21	07/31/26	\$2,900	\$34,800	\$34,800
FFY20 ELC EDE Refugee CDC	NU50CK000515	Amd 10	93.323	333.93.32	01/01/26	06/30/26	01/15/21	07/31/26	\$31,900		
FFY19 ELC ED Immunizations CDC	NU50CK000515	Amd 9	93.323	333.93.32	07/01/25	06/30/26	07/01/25	07/30/26	\$10,000	\$10,000	\$10,000
FFY19 ELC ED OPSPH Analytics CDC	NU50CK000515	Amd 13	93.323	333.93.32	01/01/26	06/30/26	08/01/25	07/31/25	\$2,100	\$25,200	\$25,200
FFY19 ELC ED OPSPH Analytics CDC	NU50CK000515	Amd 10	93.323	333.93.32	01/01/26	06/30/26	08/01/25	07/31/25	\$23,100		
FFY21 CDC COVID-19 PHWFD-LHIJ	NU90TP922181	Amd 3	93.354	333.93.35	01/01/25	06/30/25	07/01/23	06/30/25	\$104,135	\$104,135	\$104,135
PH Infrastructure Comp A1-LHIJ	NE11OE000053	Amd 9	93.967	333.93.96	01/01/25	11/30/27	12/01/22	11/30/27	\$200,000	\$355,156	\$355,156
PH Infrastructure Comp A1-LHIJ	NE11OE000053	Amd 3	93.967	333.93.96	01/01/25	11/30/27	12/01/22	11/30/27	\$155,156		
FFY25 HRSA MCHBG LHJ Contracts	B04MC54583	Amd 4	93.994	333.93.99	01/01/25	09/30/25	10/01/24	09/30/25	\$2,560	\$44,413	\$44,413
FFY25 HRSA MCHBG LHJ Contracts	B04MC54583	Amd 1	93.994	333.93.99	01/01/25	09/30/25	10/01/24	09/30/25	\$41,853		
FFY26 MCHBG Special PR HRSA YR2	B04MC55473	Amd 16	93.994	333.93.99	10/01/26	09/30/27	10/01/26	09/30/27	\$13,950	\$13,950	\$19,650
FFY25 MCHBG Special PR HRSA 2	B04MC54583	Amd 9	93.994	333.93.99	10/01/25	09/30/26	10/01/25	09/30/26	\$5,700	\$5,700	
FFY26 MCHBG LHJ Contracts HRSA YR1	B04MC55473	Amd 15	93.994	333.93.99	10/01/25	09/30/26	10/01/25	09/30/26	\$6,976	\$50,104	\$50,104
FFY26 MCHBG LHJ Contracts HRSA YR1	B04MC55473	Amd 13	93.994	333.93.99	10/01/25	09/30/26	10/01/25	09/30/26	\$18,601		
FFY26 MCHBG LHJ Contracts HRSA YR1	B04MC55473	Amd 12	93.994	333.93.99	10/01/25	09/30/26	10/01/25	09/30/26	\$11,626		
FFY26 MCHBG LHJ Contracts HRSA YR1	B04MC55473	Amd 11	93.994	333.93.99	10/01/25	09/30/26	10/01/25	09/30/26	\$1,501		
FFY26 MCHBG LHJ Contracts HRSA YR1	B04MC55473	Amd 10	93.994	333.93.99	10/01/25	09/30/26	10/01/25	09/30/26	\$11,400		
FFY26 MCHBG LHJ Contracts HRSA YR1	B04MC55473	Amd 9	93.994	333.93.99	10/01/25	09/30/26	10/01/25	09/30/26	(\$55,804)	\$0	
FFY26 MCHBG LHJ Contracts HRSA YR1	B04MC55473	Amd 7	93.994	333.93.99	10/01/25	09/30/26	10/01/25	09/30/26	\$55,804		
SFY1 GFS - Group B Proviso		Amd 6	N/A	334.04.90	07/01/25	06/30/26	07/01/25	06/30/26	\$20,259	\$20,259	\$20,259
SFY2 GFS - Group B		Amd 1	N/A	334.04.90	01/01/25	06/30/25	07/01/23	06/30/25	\$25,877	\$25,877	\$25,877
SFY25 Local OPI Prev & Supp Proviso		Amd 4	N/A	334.04.93	01/01/25	06/30/25	07/01/24	06/30/25	\$9,625	\$25,667	\$25,667
SFY25 Local OPI Prev & Supp Proviso		Amd 1	N/A	334.04.93	01/01/25	06/30/25	07/01/24	06/30/25	\$16,042		
Rec Shellfish/Biotoxin		Amd 14	N/A	334.04.93	07/01/25	06/30/27	07/01/25	06/30/27	\$1,800	\$4,800	\$6,400
Rec Shellfish/Biotoxin		Amd 11, 14	N/A	334.04.93	07/01/25	06/30/27	07/01/25	06/30/27	\$1,200		
Rec Shellfish/Biotoxin		Amd 6, 14	N/A	334.04.93	07/01/25	06/30/27	07/01/25	06/30/27	\$1,800		
Rec Shellfish/Biotoxin		Amd 5	N/A	334.04.93	01/01/25	06/30/25	07/01/23	06/30/25	\$800	\$1,600	
Rec Shellfish/Biotoxin		Amd 1	N/A	334.04.93	01/01/25	06/30/25	07/01/23	06/30/25	\$800		

Indirect Rate January 1, 2025-Indefinite: MTDC De Minimus

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List **	BARS Revenue Code**	Statement of Work LHHJ Funding Period		DOH Use Only Chart of Accounts Funding Period		Amount	Funding Period SubTotal	Chart of Accounts Total
					Start Date	End Date	Start Date	End Date			
SFY25 Island Co Treatment Proviso		Amd 6	N/A	334.04.93	01/01/25	06/30/25	07/01/24	06/30/25	(\$63,000)	\$71,148	\$71,148
SFY25 Island Co Treatment Proviso		Amd 3	N/A	334.04.93	01/01/25	06/30/25	07/01/24	06/30/25	\$134,148		
SFY27 Rural Wastewater Pilot Proviso		Amd 13	N/A	334.04.93	07/01/26	06/30/27	07/01/26	06/30/27	\$38,461	\$38,461	\$48,461
SFY26 Rural Wastewater Pilot Proviso		Amd 13	N/A	334.04.93	04/01/26	06/30/26	07/01/25	06/30/26	\$10,000	\$10,000	
SFY27 Wastewater Management-GFS		Amd 8	N/A	334.04.93	07/01/26	06/30/27	07/01/26	06/30/27	\$38,392	\$38,392	\$173,177
SFY26 Wastewater Management-GFS		Amd 8	N/A	334.04.93	07/01/25	06/30/26	07/01/25	06/30/26	\$36,611	\$36,611	
SFY25 Wastewater Management-GFS		Amd 6	N/A	334.04.93	01/01/25	06/30/25	07/01/24	06/30/25	\$63,000	\$98,174	
SFY25 Wastewater Management-GFS		Amd 5	N/A	334.04.93	01/01/25	06/30/25	07/01/24	06/30/25	\$7,500		
SFY25 Wastewater Management-GFS		Amd 3	N/A	334.04.93	01/01/25	06/30/25	07/01/24	06/30/25	\$27,674		
SFY27 OHSC TBI Safe Kids DSHS IAR		Amd 14	N/A	334.04.96	07/01/26	06/30/27	07/01/26	06/30/27	\$8,000	\$8,000	\$17,000
SFY26 OHSC TBI Safe Kids DSHS IAR		Amd 13	N/A	334.04.96	07/01/25	06/30/26	07/01/25	06/30/26	\$1,000	\$9,000	
SFY26 OHSC Safe Kids DSHS IAR		Amd 6	N/A	334.04.96	07/01/25	06/30/26	07/01/25	06/30/26	\$8,000		
FFY25 TBI Safe Kids IAR		Amd 2	N/A	334.04.96	03/01/25	06/30/25	07/01/24	06/30/25	\$5,000	\$5,000	\$5,000
Small Onsite Management (ALEA)		Amd 14	N/A	334.04.93	07/01/25	06/30/26	07/01/25	06/30/27	\$20,000	\$20,000	\$20,000
SFY27 FPHS-LHJ Funds-GFS		Amd 14	N/A	336.04.25	07/01/26	06/30/27	07/01/26	06/30/27	\$1,586,000	\$1,586,000	\$6,065,000
SFY26 FPHS-LHJ Funds-GFS		Amd 9	N/A	336.04.25	07/01/25	06/30/26	07/01/25	06/30/26	\$1,000	\$2,165,000	
SFY26 FPHS-LHJ Funds-GFS		Amd 7	N/A	336.04.25	07/01/25	06/30/26	07/01/25	06/30/26	\$2,164,000		
SFY25 FPHS-LHJ Funds-GFS		Amd 1	N/A	336.04.25	01/01/25	06/30/25	07/01/24	06/30/25	\$2,314,000	\$2,314,000	
YR1 Stimulus - Local Asst (10% of 15%) SS		Amd 11	N/A	346.26.64	01/01/25	12/31/27	07/01/23	06/30/28	\$31,250	\$42,500	\$42,500
YR1 Stimulus - Local Asst (10% of 15%) SS		Amd 10	N/A	346.26.64	01/01/25	12/31/27	07/01/23	06/30/28	(\$8,750)		
YR1 Stimulus - Local Asst (10% of 15%) SS		Amd 6	N/A	346.26.64	01/01/25	12/31/27	07/01/23	06/30/28	\$20,000		
YR 28 SRF - Local Asst (15%) SS		Amd 6	N/A	346.26.64	01/01/25	12/31/27	07/01/24	06/30/29	(\$13,500)	\$0	\$0
YR 28 SRF - Local Asst (15%) SS		Amd 4	N/A	346.26.64	01/01/25	12/31/27	07/01/24	06/30/29	\$13,500		
YR 27 SRF - Local Asst (15%) SS		Amd 4	N/A	346.26.64	01/01/25	06/30/25	07/01/23	06/30/25	(\$13,500)	\$0	
YR 27 SRF - Local Asst (15%) SS		Amd 1	N/A	346.26.64	01/01/25	06/30/25	07/01/23	06/30/25	\$13,500		
Sanitary Survey Fees SS-State		Amd 11	N/A	346.26.65	01/01/25	12/31/27	07/01/23	12/31/27	\$42,500	\$42,500	\$42,500
YR1 Stimulus - Local Asst (10% of 15%) TA		Amd 11	N/A	346.26.66	01/01/25	12/31/27	07/01/23	06/30/28	\$4,000	\$8,000	\$8,000
YR1 Stimulus - Local Asst (10% of 15%) TA		Amd 6	N/A	346.26.66	01/01/25	12/31/27	07/01/23	06/30/28	\$4,000		
YR 28 SRF - Local Asst (15%) TA		Amd 6	N/A	346.26.66	01/01/25	12/31/27	07/01/24	06/30/29	(\$4,000)	\$0	\$0
YR 28 SRF - Local Asst (15%) TA		Amd 4	N/A	346.26.66	01/01/25	12/31/27	07/01/24	06/30/29	\$4,000		
YR 27 SRF - Local Asst (15%) TA		Amd 4	N/A	346.26.66	01/01/25	06/30/25	07/01/23	06/30/25	(\$4,000)	\$0	
YR 27 SRF - Local Asst (15%) TA		Amd 1	N/A	346.26.66	01/01/25	06/30/25	07/01/23	06/30/25	\$4,000		

Indirect Rate January 1, 2025-Indefinite: MTDC De Minimus

Chart of Accounts Program Title	Federal Award Identification #	Amend #	Assist List #*	BARS Revenue Code**	Statement of Work		DOH Use Only		Amount	Funding Period SubTotal	Chart of Accounts Total		
					LHJ Start Date	Funding Period End Date	Chart of Accounts Funding Period Start Date	Funding Period End Date					
TOTAL												\$8,486,647	\$8,486,647
Total consideration:	\$8,472,697									GRAND TOTAL	\$8,486,647		
	\$13,950												
GRAND TOTAL	\$8,486,647									Total Fed	\$1,915,658		
										Total State	\$6,570,989		

*Assistance Listing Number fka Catalog of Federal Domestic Assistance

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

Exhibit A
Statement of Work
Contract Term: 2025-2027

DOH Program Name or Title: Maternal & Child Health Block Grant – Effective January 1, 2025

Local Health Jurisdiction Name: Island County Public Health

Contract Number: CLH32052

SOW Type: Revision **Revision # (for this SOW)** 9

Period of Performance: January 1, 2025 through September 30, 2027

Funding Source ☒ Federal Subrecipient ☐ State ☐ Other	Federal Compliance (check if applicable) ☒ FFATA (Transparency Act) ☐ Research & Development	Type of Payment ☒ Reimbursement ☐ Fixed Price
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Statement of Work Purpose: The purpose of this statement of work (SOW) is to support local interventions that impact the target population of the Maternal and Child Health Block Grant.

Revision Purpose: The purpose of this revision is to provide funding in FFY26 MCHBG SPECIAL PR HRSA YR2, add activities and deliverable due dates, and extend the period of performance and funding period from September 30, 2026 to September 30, 2027 for continuation of MCHBG related activities.

DOH Chart of Accounts Master Index Title	Master Index Code	Assistance Listing Number	BARS Revenue Code	LHJ Funding Period Start Date End Date		Current Allocation	Allocation Change Increase (+)	Total Allocation
FFY25 HRSA MCHBG LHJ CONTRACTS	78101251	93.994	333.93.99	01/01/25	09/30/25	44,413	0	44,413
FFY26 MCHBG LHJ CONTRACTS HRSA YR1	78101261	93.994	333.93.99	10/01/25	09/30/26	50,104	0	50,104
FFY25 MCHBG SPECIAL PR HRSA 2	7810125A	93.994	333.93.99	10/01/25	09/30/26	5,700	0	5,700
FFY26 MCHBG SPECIAL PR HRSA YR2	7810126A	93.994	333.93.99	10/01/26	09/30/27	0	13,950	13,950
						0	0	0
						0	0	0
TOTALS						100,217	13,950	114,167

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
Maternal and Child Health Block Grant (MCHBG) Administration				
1a	Report actual expenditures for the six-month period from October 1, 2024 through March 31, 2025.	Submit actual expenditures using the MCHBG Budget Workbook to DOH Community Consultant.	May 16, 2025	Reimbursement for actual costs, not to exceed total funding consideration. Monthly Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period.
1b	Develop 2025-2026 MCHBG Budget Workbook for October 1, 2025 through September 30, 2026 using DOH-provided template.	Submit MCHBG Budget Workbook to DOH Community Consultant.	September 5, 2025	
1c	Participate in DOH-sponsored annual MCHBG meeting.	LHJ Contract Lead or designee will attend meeting.	September 30, 2025	

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Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
1d	Report actual expenditures for October 1, 2024 through September 30, 2025.	Submit actual expenditures using the MCHBG Budget Workbook to DOH Community Consultant.	December 5, 2025	See Program Specific Requirements and Special Billing Requirements.
1e	Report actual expenditures for the six-month period from October 1, 2025 through March 31, 2026.	Submit actual expenditures using the MCHBG Budget Workbook to DOH Community Consultant.	May 15, 2026	
1f	Report annual FTE billed to MCHBG.	Submit FTE information on DOH-provided template.	July 1, 2026	
1g	Develop 2026-2027 MCHBG Budget Workbook for October 1, 2026 through December 31, 2026 September 30, 2027 using DOH-provided template.	Submit MCHBG Budget Workbook to DOH Community Consultant.	September 4, 2026	
1h	Participate in DOH-sponsored MCHBG fall regional meeting.	LHJ Contract Lead or designee will attend regional meeting.	September 30, 2026	
1i	<i>Develop proposed MCHBG Budget Workbook for January 1, 2027 through September 30, 2027 using DOH-provided template.</i>	<i>Submit MCHBG Budget Workbook to DOH Community Consultant.</i>	<i>November 30, 2026</i>	
1j	<i>Report actual expenditures for October 1, 2025 through September 30, 2026.</i>	<i>Submit actual expenditures using the MCHBG Budget Workbook to DOH Community Consultant.</i>	<i>December 4, 2026</i>	
1k	<i>Report actual expenditures for the three-month period from October 1, 2026 through December 31, 2026.</i>	<i>Submit actual expenditures using the MCHBG Budget Workbook to DOH Community Consultant.</i>	<i>February 26, 2027</i>	
1l	<i>Report annual FTE billed to MCHBG.</i>	<i>Submit FTE information on DOH-provided template.</i>	<i>July 1, 2027</i>	
1m	<i>Develop 2027-2028 proposed MCHBG Budget Workbook for October 1, 2027 through September 30, 2028 using DOH-provided template.</i>	<i>Submit proposed MCHBG Budget Workbook to DOH Community Consultant.</i>	<i>September 3, 2027</i>	
1n	<i>Participate in DOH-sponsored MCHBG fall regional meeting.</i>	<i>LHJ Contract Lead or designee will attend regional meeting.</i>	<i>September 30, 2027</i>	
Implementation				
2a	Report 2024-25 MCHBG-funded activities and outcomes using DOH-provided reporting template. As a foundation of your MCHBG work determine how processes and programs can close gaps in health outcomes.	Submit monthly reports to DOH Community Consultant. Describe in your updates within each activity of the monthly report how you are intentionally focused on closing gaps in health outcomes.	January 15, 2025 February 15, 2025 March 15, 2025 April 15, 2025 May 15, 2025 June 15, 2025 July 15, 2025 August 15, 2025 September 15, 2025	Reimbursement for actual costs, not to exceed total funding consideration. Monthly Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period.

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
2b	Develop 2025-26 MCHBG reporting document for October 1, 2025 through September 30, 2026 using DOH-provided template.	Submit MCHBG reporting document to DOH Community Consultant.	Draft – August 15, 2025 Final – September 12, 2025	See Program Specific Requirements and Special Billing Requirements.
2c	Report 2025-26 MCHBG-funded activities and outcomes using DOH-provided reporting template. As a foundation of your MCHBG work determine how processes and programs can close gaps in health outcomes.	Submit monthly reports to DOH Community Consultant. Describe in your updates within each activity of the monthly report how you are intentionally focused on closing gaps in health outcomes.	September report due October 15, 2025 November 15, 2025 December 15, 2025 January 15, 2026 February 15, 2026 March 15, 2026 April 15, 2026 May 15, 2026 June 15, 2026 July 15, 2026 August 15, 2026 September 15, 2026	
2d	Develop 2026-27 MCHBG Monthly Reporting Template for October 1, 2026 through September 30, 2027 using DOH-provided template.	Submit MCHBG reporting document to DOH Community Consultant.	Draft – August 14, 2026 Final – September 11, 2026	
2e	Report 2026-27 MCHBG-funded activities and outcomes using DOH-provided reporting template. As a foundation of your MCHBG work, determine how processes and programs can close gaps in health outcomes.	Submit monthly reports to DOH Community Consultant. Describe in your updates within each activity of the monthly report how you are intentionally focused on closing gaps in health outcomes.	September report due October 15, 2026 November 15, 2026 December 15, 2026 January 15, 2027 February 15, 2027 March 15, 2027 April 15, 2027 May 15, 2027 June 15, 2027 July 15, 2027 August 15, 2027 September 15, 2027	
2f	Develop January 1, 2027 through September 30, 2027 MCHBG Monthly Reporting Template using DOH-provided template.	Submit MCHBG reporting document to DOH Community Consultant.	Draft - November 9, 2026 Final – November 30, 2026	
2g	Develop 2027-28 MCHBG Monthly Reporting Template for October 1, 2027 through September 30, 2028 using DOH-provided template.	Submit MCHBG reporting document to DOH Community Consultant.	Draft – August 13, 2027 Final – September 10, 2027	
Children and Youth with Special Health Care Needs (CYSHCN)				
3a	Complete intake and renewal, per reporting guidance supplied by DOH, on all infants and children served by	Submit data to DOH per CYSHCN Program guidance.	January 15, 2025 April 15, 2025	Reimbursement for actual costs, not to exceed total

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
	the CYSHCN Program as referenced in CYSHCN Program guidance. If no CYSHCN care coordination (enabling service) is provided in a given quarter, email the CHIF administrator at DOH-CHIF@doh.wa.gov and indicate that zero clients were served during the quarter. No spreadsheet is necessary when zero clients are served.		July 15, 2025	funding consideration. Monthly Reports must only reflect activities paid for with funds provided in this statement of work for the specified funding period.
3b	Identify unmet needs for CYSHCN on Medicaid and refer to DOH CYSHCN Program for approval to access Diagnostic and Treatment funds as needed.	Submit completed Health Services Authorization forms and Central Treatment Fund requests directly to the CYSHCN Program as needed.	30 days after forms are completed. Through September 30, 2025	See Program Specific Requirements and Special Billing Requirements.
3c	Review your program's entry on ParentHelp123.org annually for accuracy.	Document in the Administrative box on your MCHBG report that you have updated information on your local CYSHCN program with WithinReach/Help Me Grow.	September 30, 2025	
3d	Support improvements to the local system of care (public health services and systems/policy, systems, and environment) for CYSHCN. Refer to the Focus of Work document for example activities and priority areas.	Submit updates as part of monthly reporting document.	January 15, 2025 February 15, 2025 March 15, 2025 April 15, 2025 May 15, 2025 June 15, 2025 July 15, 2025 August 15, 2025 September 15, 2025	
3e	Complete intake and renewal, per reporting guidance supplied by DOH, on all infants and children served by the CYSHCN Program as referenced in CYSHCN Program guidance. If no CYSHCN care coordination (enabling service) is provided in a given quarter, email the CHIF administrator at DOH-CHIF@doh.wa.gov and indicate that zero clients were served during the quarter. No spreadsheet is necessary when zero clients are served.	Submit data to DOH per CYSHCN Program guidance.	October 15, 2025 January 15, 2026 April 15, 2026 July 15, 2026	
3f	Review your program's entry on Help Me Grow's ParentHelp123 Resource Finder annually for accuracy.	Document in the Administrative box on your MCHBG report that you have updated information on your local CYSHCN program with WithinReach/Help Me Grow.	September 30, 2026	
3g	Support improvements to the local system of care (public health services and systems/policy, systems, and environment) for CYSHCN. Refer to the Focus of Work document for example activities and priority areas.	Submit updates as part of monthly reporting document.	September report due October 15, 2025 November 15, 2025 December 15, 2025 January 15, 2026 February 15, 2026	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
			March 15, 2026 April 15, 2026 May 15, 2026 June 15, 2026 July 15, 2026 August 15, 2026 September 15, 2026	
3h	Complete intake and renewal, per reporting guidance supplied by DOH, on all infants and children served by the CYSHCN Program as referenced in CYSHCN Program guidance. If no CYSHCN care coordination (enabling service) is provided in a given quarter, email the CHIF administrator at DOH-CHIF@doh.wa.gov and indicate that zero clients were served during the quarter. No spreadsheet is necessary when zero clients are served.	Submit data to DOH per CYSHCN Program guidance.	October 15, 2026 January 15, 2027 April 15, 2027 July 15, 2027	
3i	Review your program's entry on Help Me Grow's ParentHelp123 Resource Finder annually for accuracy.	Document in the Administrative box on your MCHBG report that you have updated information on your local CYSHCN program with WithinReach/Help Me Grow.	September 30, 2027	
3j	Support improvements to the local system of care (public health services and systems/policy, systems, and environment) for CYSHCN. Refer to the Focus of Work document for example activities and priority areas.	Submit updates as part of monthly reporting document.	September report due October 15, 2026 November 15, 2026 December 15, 2026 January 15, 2027 February 15, 2027 March 15, 2027 April 15, 2027 May 15, 2027 June 15, 2027 July 15, 2027 August 15, 2027 September 15, 2027	
MCHBG Assessment and Evaluation				
4a	As part of the ongoing 5-year MCHBG Needs Assessment, participate in activities developed and coordinated by DOH using DOH-provided reporting template.	Submit documentation as requested by DOH.	September 30, 2025	Reimbursement for actual costs, not to exceed total funding consideration. Monthly Reports must only reflect activities paid for with funds provided in this
4b	Provide summary of outcomes of MCHBG-funded work completed from October 1, 2024 through September 30, 2025 using DOH-provided reporting template.	Submit documentation as requested by DOH.	November 21, 2025	

Task #	Activity	Deliverables/Outcomes	Due Date/Time Frame	Payment Information and/or Amount
4c	As part of the ongoing 5-year MCHBG Needs Assessment, participate in activities developed and coordinated by DOH using DOH-provided reporting template.	Submit documentation as requested by DOH.	September 30, 2026	statement of work for the specified funding period. See Program Specific Requirements and Special Billing Requirements.
4d	<i>Provide summary of outcomes of MCHBG-funded work completed from October 1, 2025 through September 30, 2026 using DOH-provided reporting template.</i>	<i>Submit documentation as requested by DOH.</i>	<i>November 20, 2026</i>	
4e	<i>As part of the ongoing 5-year MCHBG Needs Assessment, participate in activities developed and coordinated by DOH using DOH-provided reporting template.</i>	<i>Submit documentation as requested by DOH.</i>	<i>September 30, 2027</i>	

DOH Program and Fiscal Contact Information for all ConCon SOWs can be found on the [DOH Finance SharePoint](#) site. Questions related to this SOW, or any other finance-related inquiry, may be sent to finance@doh.wa.gov.

Federal Funding Accountability and Transparency Act (FFATA) (Applies to federal grant awards.)

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

To comply with this act and be eligible to perform the activities in this statement of work, the LHJ must have a Unique Entity Identifier (UEI) generated by SAM.gov.

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

Program Specific Requirements

Special Requirements:

All training costs and all travel expenses for such training (for example: per diem, hotel, registration fees) must be pre-approved, unless identified in pre-approved Budget Workbook. Submit a paragraph to your Community Consultant explaining why the training is **necessary** to implement a strategy in the approved work plan. Details should also include total cost of the training and a link to or brochure of the training. Retain a copy of the Community Consultant's approval in your records.

Program Manual, Handbook, Policy References:

CYSHCN Information and Resources:

[Children and Youth with Special Health Care Needs Website\(wa.gov\)](#)

Restrictions on Funds (i.e., disallowed expenses or activities, indirect costs, etc.):

1. At least 30% of federal Title V funds must be used for preventive and primary care services for children and at least 30% must be used for services for children with special health care needs. [Social Security Law, Sec. 505(a)(3)].
2. Funds may not be used for:
 - a. Inpatient services, other than inpatient services for children with special health care needs or high-risk pregnant women and infants, and other patient services approved by Health Resources and Services Administration (HRSA).
 - b. Cash payments to intended recipients of health services.

- c. The purchase or improvement of land, the purchase, construction, or permanent improvement of any building or other facility, or the purchase of major medical equipment.
 - d. Meeting other federal matching funds requirements.
 - e. Providing funds for research or training to any entity other than a public or nonprofit private entity.
 - f. Payment for any services furnished by a provider or entity who has been excluded under Title XVIII (Medicare), Title XIX (Medicaid), or Title XX (social services block grant).[Social Security Law, Sec 504(b)].
3. If any charges are imposed for the provision of health services using Title V (MCH Block Grant) funds, such charges will be pursuant to a public schedule of charges; will not be imposed with respect to services provided to low-income mothers or children; and will be adjusted to reflect the income, resources, and family size of the individual provided the services. [Social Security Law, Sec. 505 (1) (D)].

Monitoring Visits (i.e., frequency, type, etc.):

Check-ins with DOH Community Consultant as needed.

Billing Requirements:

Payment is contingent upon DOH receipt and approval of all deliverables and an acceptable A19-1A invoice voucher. Payment to completely expend the “Total Consideration” for a specific funding period will not be processed until all deliverables are accepted and approved by DOH. Invoices must be submitted monthly by the 30th of each month following the month in which the expenditures were incurred and must be based on actual allowable program costs. Billing for services on a monthly fraction of the “Total Consideration” will not be accepted or approved.

Special Instructions:

Contact DOH Community Consultant for approval of expenses not reflected in pre-approved Budget Workbook.

January 1, 2025 – December 31, 2027

CONSOLIDATED CONTRACT

Between

**STATE OF WASHINGTON
DEPARTMENT OF HEALTH**

And

Island County Public Health

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CONSOLIDATED CONTRACT
between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
(Referred to as "DOH")
and
ISLAND COUNTY PUBLIC HEALTH
(Referred to as "LHJ")
for

THE DELIVERY OF PUBLIC HEALTH SERVICES
FOR THE PERIOD OF

January 1, 2025 through December 31, 2027

1. Purpose

This Contract is entered into in accordance with RCW 43.70.512, RCW 43.70.515, the general statutory powers of the Secretary of the Department of Health (DOH), including but not limited to RCW 43.70.020 and RCW 43.70.040, the general statutory powers of local health jurisdictions (LHJs), and RCW 70.05.060, RCW 70.05.070, RCW 70.08.020, and RCW 70.46.060, the authority for joint or cooperative action provided for under RCW 39.34, and any LHJ home rule charter authority. The purpose of this Contract is to define the parties' joint and cooperative relationship. The contract and all Statements of Work adopted under its provisions are intended to facilitate the delivery of public health services to the people in Washington State. This Contract is the result of cooperative planning efforts between the LHJ and DOH and establishes the terms for reimbursement for services funded by state and federal grants.

2. Statements of Work

The individual program activities, requirements, and outcomes/deliverables to be achieved by the parties under this Contract shall be mutually agreed to and issued as Exhibit A, Statements of Work, subsequent to the execution of this Contract. The LHJ shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work as set forth.

3. Exhibits

This Contract shall incorporate mutually agreed to and issued amendments throughout the Contract term, as the following Exhibits:

- Exhibit A - Statements of Work
- Exhibit B – Allocations
- Exhibit C – Federal Grant Awards Index

4. Definitions

As used throughout this Contract and unless amended for a particular Statement of Work, the following terms shall have the meanings set forth below:

"Assistance Listing Number": The unique identifying code assigned to a federal assistance program which identifies the awarding agency.

"Budget, Accounting, and Reporting System (BARS)": The system designed by the State Auditor's office for collecting, consolidating, and reporting financial budgeting and accounting information from all local governmental units.

"Client": An agency, firm, organization, individual or other entity applying for or receiving services provided by the LHJ under this Contract.

"Confidential Information": Information protected from disclosure under federal or state law.

“Contract Coordinator”: Each party’s designated contact for all notices required or permitted under this Contract.

“Contracting Officer”: The DOH Contracts and Procurement Office Director and his/her delegates within that office authorized to execute this agreement on behalf of DOH.

“Contractor”: An entity that provides goods or services to DOH and others. A contractor normally operates its business in a competitive environment, provides its goods and/or services to many different purchasers during normal business hours, and is not subject to the compliance requirements of the federal program.

“Equipment”: When used in this Contract is defined as an article of non-expendable, tangible property other than land, buildings, or fixtures which is used in operations and having a useful life of more than one year and an acquisition cost of \$5,000 or more (State), \$10,000 or more (Federal), or as otherwise stated.

“Federal Assistance”: Assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance, or direct appropriations, but does not include direct federal cash assistance to individuals.

“Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act)”: A federal act to make information available online so the public can see how federal funds are spent.

“Fixed Assets”: Fixed assets are property and/or equipment obtained through donation, gift, purchase, capital lease, or construction with a service life of more than one year.

“Program Contact”: Each party’s designated contact for those purposes identified in the Program Contacts List resource, respective to each Statement of Work.

“Subcontractor”: Any individual or group contracted with the LHJ to perform all or part of the services included in this Contract. This term will also apply to situations where an LHJ’s subcontractor contracts with another individual or group to perform all or part of the services included in its agreement with the LHJ.

“Subrecipient” or “Subgrantee”: A non-federal entity that receives a subaward of federal grant money or goods directly or indirectly from DOH and makes decisions regarding who can receive what federal assistance; has its performance measured against the objectives contained in the DOH agreement with the federal government; makes decisions on how to operate the program to accomplish the program goals; has the obligation to comply with federal subrecipient requirements; and/or use federal funds to carry out a program for the public purpose specified in the authorizing statute.

5. Funding and Billing

- A. DOH shall pay the LHJ for services as set forth in Exhibit A, Statements of Work, not to exceed funding amounts as detailed in Exhibit B, Allocations (as executed).

The LHJ will advise the DOH Program Contact identified for a respective Statement of Work in writing 90 calendar days prior to the end of the funded period, or as soon as practicable thereafter, if the LHJ anticipates not using all Contract funding.

- B. If the Exhibit A, Statement of Work, is supported by federal funds that require compliance with FFATA (the Transparency Act), the corresponding checkbox on the Statement of Work will be checked.
- C. Total consideration for this Contract shall be modified by mutually agreed to amendments issued on a periodic basis.

The LHJ will submit accurate and timely billings which, for clarity and consistency, will be prepared using the A19 form provided and following the instructions located on the DOH Sharepoint page for LHJs. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the Statement of Work and/or budget.

D. The LHJ will submit a DOH BARS Financial Report on a DOH-provided template by April 15th for the prior calendar year.

6. Contract Management

Unless otherwise specified in the Contract, the following individuals are the contacts ("Contract Coordinators") for all notices required or permitted under this Contract:

LHJ Contract Coordinator:	DOH Contract Coordinator:
Name: Melissa Overbury-Howland	Name: Brenda Henrikson/Shannon May
Title: Contracts Manager	Title: Contracts Specialist
Mailing Address:	Mailing Address:
1 NE 7 th Street Coupeville, WA 98239	PO Box 47905 Olympia, WA 98504-7905
Physical Address:	Physical Address:
Same as above	111 Israel Rd SE Olympia, WA 98504-7905
Phone: 360-679-7350	Phone: 360-236-3933/360-236-3946
Email Address:	Email Address:
m.overbury-howland@islandcountywa.gov	brenda.henrikson@doh.wa.gov shannon.may@doh.wa.gov

A party may change its Contract Coordinator or its Program Contact by providing written notice to the other party. DOH Program Contacts can be found in the Program Contacts List resource.

7. Access to Records

To the extent authorized by applicable federal and state law, the parties shall provide access to records relevant to this Contract to each other, the Joint Legislative Audit and Review Committee, the State Auditor, and authorized federal officials, at no additional cost. Inspections shall occur at reasonable times and upon reasonable notice.

8. All Writings Contained Herein

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. The individuals signing this Contract, and subsequent amendments certify by their signatures that they are authorized to sign this Contract on behalf of their respective entity.

9. Assignment

Except for subcontracting as authorized in this Contract, the LHJ shall not assign or delegate, in whole or in part, this Contract or any of its rights, duties, obligations, or responsibilities, without the prior written consent of DOH's Contracting Officer, which consent shall not be unreasonably withheld.

10. Assurances

The parties agree that all activity pursuant to this Contract shall be in accordance with all applicable current federal, state, and local laws, rules, and regulations.

The LHJ acknowledges its agreement to comply with federal certifications and assurances by signing and returning the following:

1. Standard Federal Certifications and Assurances (page 12)
2. Federal Assurances for Non-Construction Programs (page 17)

11. Confidential Information

The parties agree to comply with all state and federal statutes and regulations relating to Confidential Information. DOH and LHJ will limit access to the Confidential Information to the fewest number of people necessary to complete the work. Everyone having access to Confidential Information covered by this Contract must agree to protect the confidentiality of the information.

Either party to this Contract may designate certain Confidential Information as "Confidential Information/Notice Requested." The designation shall be made by clearly stamping, watermarking, or otherwise marking each page of the Confidential Information. If a third-party requestor seeks information that has been marked "Confidential Information/Notice Requested," notice shall be given to the marking party prior to release of the information. Such notice shall be provided to the program contact no less than five (5) business days prior to the date of disclosure, to allow the party objecting to disclosure to seek a protective order from the proper tribunal.

DOH and LHJ agree to establish, document, and maintain security practices and safeguards consistent with state and federal laws, regulations, standards, and guidelines to prevent unauthorized access, use, or disclosure of Confidential Information in any form. In accordance with federal and state contracting requirements, DOH may monitor, audit, or investigate LHJ management of Confidential Information relating to this Contract. Working together, the LHJ and DOH may use any and all tools available to track Contract related Confidential Information.

If one of the parties becomes aware of an actual or suspected breach of confidentiality, that party will promptly notify the Contract Coordinator for the other party of the facts. The parties will work within their respective organizations to take any steps necessary to determine the scope of the breach and to restore reasonable security to the Confidential Information. Both parties agree to mitigate any known harmful effects of a breach in confidentiality, including notifying affected individuals to the extent required by law. The parties will also reasonably cooperate with law enforcement as appropriate.

12. Ethics and Conflict of Interest

Both parties and their officers shall comply with all ethics laws and procurement standards applicable to their activities under this Contract, including RCW 42.23 and RCW 42.52, and 2 CFR 200.318, and as subsequently amended. The LHJ must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of subcontracts. The LHJ must comply with the following minimum requirements:

No employee, officer, or agent may participate in the selection, award, or administration of a subcontract supported by a grant award if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the LHJ may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts and must comply with Chapter 39.26.020 RCW. However, LHJ may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the LHJ.

If a violation occurs and is not cured within a reasonable time after notice, the other party shall have the right to terminate this Contract. This section is expressly subject to section 14. Disputes, in this Contract.

13. Debarment Certification

The LHJ, by signing this Contract, certifies that the LHJ is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any federal department or agency. The LHJ also agrees to include the above requirement in all subcontracts into which it enters. The LHJ will notify DOH of any such events that may occur during the term of the Contract.

14. Disputes

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in good faith in non-binding mediation. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service located in Washington State that selects a qualified mediator for the parties. Each party shall bear its own costs for mediation and each party shall contribute equally to the mediator's fee, if any. The parties agree that mediation shall precede any action in a judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

15. Equipment Purchases

Equipment purchased by the LHJ for use by the LHJ or its subcontractors during the term of this Contract using federal funds, in whole or in part, shall be the property of the LHJ. The use, management and disposal of the equipment must comply with federal requirements. These requirements are found in the Office of Management and Budget's (OMB's) Uniform Guidance, Title 2 Code of Federal Regulations Part 200 (2 CFR 200) - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, or are included in the federal funding agency's regulations. Equipment purchased by the LHJ for use by the LHJ or its subcontractors during the term of this Contract using non-federal funds, in whole or in part, shall be the property of the LHJ unless noted otherwise in the respective Statement of Work.

16. Governing Law and Venue

The laws of the state of Washington govern this Contract, venue shall be proper only in Thurston County, Washington.

17. Independent Capacity

The employees or agents of each party who are engaged in the performance of this Contract 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.

18. Insurance

The LHJ certifies that it is self-insured, is a member of a risk pool, or maintains insurance coverages sufficient to cover obligations under this Contract. Each party shall pay for losses for which it is found liable. The LHJ agrees to require all subcontractors to maintain insurance in types and with limits as may be determined by the LHJ and/or its risk manager, unless the LHJ and DOH agree otherwise.

19. Licensing, Accreditation, and Registration

The LHJ shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards, necessary for the performance of this Contract.

20. Maintenance of Records

Each party to this Contract shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by it. All books, records, documents, and other material relevant to this Contract will be retained for six (6) years after expiration unless otherwise required for longer period. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Each party will use reasonable security procedures and protections to ensure that records and documents provided by the other party are not erroneously disclosed to third parties. Both parties agree to continue protecting records in accordance with Section 11. Confidential Information, until such time as the information is destroyed in accordance with applicable state and federal records retention laws.

21. Modifications and Waivers

This Contract, or any term or condition, may be modified only by a written amendment signed by the DOH Contracting Officer and the authorized representative for the LHJ. Either party may propose an amendment. However, any state or federal law, regulation, or grant funding requirement, including anything amended after the fact, that must be included in order to receive or expend the grant funding is hereby incorporated by reference, and may be documented by letter amendment from DOH to the LHJ.

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy provided under this Contract shall not constitute a waiver. No provision of this Contract may be waived by either party except in a writing signed by the DOH Contracting Officer or the authorized representative of the LHJ.

22. No Third-Party Rights Created

This Contract, or any program hereunder, is entered into solely for the benefit of the two parties thereto and shall not be construed as giving rise to any right, remedy or expectancy of any kind or nature on the part of any third party.

23. Nondiscrimination

During the performance of this Contract, the LHJ and DOH shall comply with all federal and state nondiscrimination laws, regulations, and policies. In the event of the LHJ's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part, and the LHJ may be declared ineligible for further contracts with DOH. The LHJ shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

24. Order of Precedence

In the event of an inconsistency in the terms of this Contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable state and federal statutes, and local laws, rules, regulations, and funding requirements.
- Terms and conditions of this Contract.
- Statements of Work.
- Any other provisions of this Contract, including other materials incorporated by reference.

25. Ownership of Material/Rights in Data

Records and other documents relevant to this Contract, in any medium, furnished by one party to this Contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. Data which is delivered under the Contract shall be transferred to DOH with a nonexclusive, royalty-free, perpetual, irrevocable license to publish, translate, reproduce, modify, deliver, perform, dispose of, and to authorize others to do so; provided that such license shall be limited to the extent which the LHJ has a right to grant such a license. The LHJ shall exert all reasonable effort to advise DOH, at the time of delivery of data furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. DOH shall receive prompt written notice of each notice or claim or copyright infringement received by the LHJ with respect to any data delivered under this Contract. DOH shall have the right to modify or remove any restrictive markings placed upon the data by the LHJ, provided that if DOH modifies or removes such markings without the LHJ's approval, it assumes all liability for doing so.

26. Public Records Act

Notwithstanding Sections 11 or 18, the parties to this contract are public bodies subject to the Public Records Act, RCW 42.56 (PRA). Under the PRA, all materials relating to the conduct of government or the performance of any governmental or proprietary function prepared, owned, used, or retained by a public body or its functional equivalents are considered public records. The PRA requires that public records responsive to a public records request be promptly produced unless the PRA or an "other statute" exempts such records from production. This Contract is not intended to alter any party's obligations under the PRA. The parties agree that if one party receives a public records request (receiving party) for files that may include confidential information under General Terms and Conditions Section 11 (Confidentiality/Safeguarding of Information), the receiving party will notify the other party of the request and of the

date that the records will be released to the requester unless the other party obtains a court order enjoining disclosure. If the other party fails to obtain the court order enjoining disclosure, the receiving party may release the requested information on the date specified. If the other party obtains a court order from a court of competent jurisdiction enjoining disclosure pursuant to the PRA, the receiving party shall maintain the confidentiality of the information per the court order.

27. Publications

Any program reports, articles, and publications that result from information gathered through use of state and federal funds must acknowledge receiving support from DOH and/or the appropriate federal agencies. Correspondingly, such documents resulting from information gathered through use of local funds must acknowledge receipt of such local support.

28. Responsibility for Actions

Each party to this Contract shall be solely responsible for the acts and omissions of its own officers, employees, and agents in the performance of this Contract. Neither party to this Contract will be responsible for the acts and omissions of entities or individuals not party to this Contract. DOH and the LHJ shall cooperate in the defense of tort lawsuits, when possible.

29. Recapture

In the event that the LHJ fails to perform this contract in accordance with state or federal laws, and/or the provisions of this Contract, DOH reserves the right to recapture funds in an amount to compensate DOH for the noncompliance, including the amount of any grant funds administered pursuant to this contract.

30. Loss or Reduction of Funding

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, DOH may elect to suspend or terminate the contract, in whole or in part, under the "Termination for Convenience" clause with a ten (10) business day notice to LHJ, to the extent possible, subject to renegotiation at DOH's discretion under those new funding limitations and conditions.

31. Severability

If any term or condition of this Contract is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Contract, provided, however, that the remaining terms and conditions can still fairly be given effect.

32. Subcontracts

Unless specifically noted as not allowable within a Statement of Work, the LHJ may subcontract any or all the services or other obligations specified in this Contract. The LHJ will require the subcontractor to comply with all the applicable terms and conditions of this Contract, including all terms, conditions, certifications, and assurances. The LHJ agrees it is responsible for assuring adequate performance on the part of the subcontractor.

The parties agree that all subcontractors must be responsible for any liabilities created by their actions or omissions. In the event DOH, LHJ, and subcontractor are found by a jury or trier of fact to be jointly and severally liable for personal injury damages arising from any act or omission, then each entity shall be responsible for its proportionate share.

33. Subrecipient

For those activities designated as "subrecipient" in Exhibit A, Statements of Work, the LHJ must comply with applicable federal requirements, including but not limited to OMB's Uniform Guidance at 2 CFR 200, Subparts D (Post Federal Award Requirements), E (Cost Principles) and F (Audit Requirements), and program specific federal regulations, and as any of these requirements may subsequently be amended. If the LHJ expends \$1,000,000 or more in federal grants or awards from all sources, it is responsible for obtaining the required single audit.

34. Survivability

The terms and conditions contained in this Contract, which by their sense and context are intended to survive the expiration of the Contract, shall survive. Surviving terms include, but are not limited to: Access to Records, Confidential

Information, Disputes, Responsibility for Actions, Maintenance of Records, Ownership of Material/Rights in Data, Subcontracts, Recapture, Termination for Convenience, Termination for Default, and Termination Procedure.

35. Term

This Contract will be in effect following execution by the parties from January 1, 2025 through December 31, 2027, unless terminated earlier as provided herein.

36. Termination for Convenience

Except as otherwise provided in this Contract, either party may terminate or suspend this Contract, or any program hereunder, for convenience by providing at least thirty (30) days' advance written notice to the other party.

If DOH elects to suspend the Contract, in whole or in part, LHJ shall stop work as of the effective date of DOH's written notice of suspension. During suspension, each Party will reasonably notify the other of any conditions that may affect resumption of performance. Upon DOH's written notice to resume performance, LHJ shall resume work unless the LHJ provides notice to DOH that services cannot be resumed. If LHJ cannot resume performance, the Contract or affected Exhibit A, Statement of Work, will be deemed terminated upon the date the LHJ received notice to suspend performance.

37. Termination for Default

(a) In the event of a default by either party under this Contract, the nondefaulting party may give written notice to the defaulting party that it intends to terminate this Contract, or any program hereunder, if the default is not cured within thirty (30) days of the date of the notice, or such longer period of time as may be reasonable under the circumstances. If the default is not cured within that time, the nondefaulting party may then notify the defaulting party in writing that this Contract is terminated. In the event of such termination, the nondefaulting party shall have all rights and remedies available to it under general law.

(b) A disputed termination for default is expressly subject to the Disputes section of this Contract.

38. Termination Procedure

Upon termination DOH may require the LHJ to deliver to DOH any non-LHJ-owned equipment, data, or other property specifically produced or acquired for the performance of such part of this Contract as has been terminated.

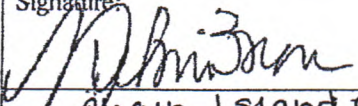
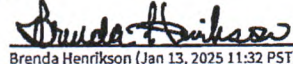
DOH shall pay to the LHJ the agreed upon price, if separately stated, for completed work and services accepted by DOH. In addition, DOH shall pay the amount determined by DOH's Contracting Officer for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by DOH, and (d) the protection and preservation of the property. Disagreement by the LHJ with the determination of DOH's Contracting Officer that relates to the obligations or amounts due to the LHJ shall be considered a dispute within the meaning of the "Disputes" clause of this Contract. DOH may withhold from any amounts due the LHJ for such completed work or services such sum as DOH's Contracting Officer reasonably determines to be necessary to protect DOH against potential loss or liability. The rights and remedies of DOH provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a written notice of termination, the LHJ shall:

- Stop work under the Contract on the date and to the extent specified in the notice.
- Place no further orders or subcontracts for materials, services, or facilities, except as necessary to complete such portion of the work not terminated.
- Assign to DOH, to the extent reasonably directed by DOH's Contracting Officer and to the extent that the LHJ has the legal right to do so, all of the right, title, and interest of the LHJ under the orders and subcontracts in which case DOH has the right, at its reasonable discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

- Settle all outstanding liabilities and all claims arising out of orders or subcontracts, with the approval or ratification of DOH's Contracting Officer to the extent he/she may reasonably require, which approval or ratification shall be final for all the purposes of this clause.
- Transfer title to DOH and deliver, as reasonably directed by DOH's Contracting Officer, any property which, if the Contract had been completed, would have been required to be furnished to DOH.
- Complete performance of such part of the work not terminated by DOH's Contracting Officer; and,
- Take such action as may be necessary, or as DOH's Contracting Officer may reasonably direct, for the protection and preservation of the property related to this Contract, which is in the possession of the LHJ, or its subcontractors, and in which DOH has or may acquire an interest.

IN WITNESS WHEREOF, the parties have executed this Contract.

ISLAND COUNTY PUBLIC HEALTH	STATE OF WASHINGTON DEPARTMENT OF HEALTH
Signature: 	Signature:  Brenda Henrikson (Jan 13, 2025 11:32 PST)
Title: <u>Chair, Island County Board of County Commissioners</u>	Title: Contracts Specialist
Print Name: <u>Melanie Bacon</u>	Print Name: Brenda Henrikson
Date: <u>1/7/25</u>	Date: 01/13/2025

Standard Federal Certifications and Assurances

Following are the Assurances, Certifications, and Special Conditions that apply to all federally funded (in whole or in part) agreements administered by the Washington State Department of Health, including but not limited to Exhibit A Statements of Work designated as "subrecipient"

CERTIFICATIONS

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the contracting organization) certifies to the best of his or her knowledge and belief, that the contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency.
- B. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the contractor not be able to provide this certification, an explanation as to why should be placed after the assurances page in the contract.

The contractor agrees by signing this contract that it will include, without modification, the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transactions in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the contracting organization) certifies that the contractor will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The Dangers of drug abuse in the workplace.
 - 2) The contractor's policy of maintaining a drug-free workplace.
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph 1) above.
- D. Notifying the employee in the statement required by paragraph 1), above, that, as a condition of employment under the contract, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- E. Notifying the agency in writing within ten (10) calendar days after receiving notice under paragraph D. 2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer or other designee on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
- F. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph D. 2) with respect to any employee who is so convicted:
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

For purposes of paragraph (E) regarding agency notification of criminal drug convictions, DOH has designated the following central point for receipt of such notices:

Compliance and Internal Control Officer
Department of Health – Office of Financial Services
PO Box 47901
Olympia, WA 98504-7901

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the contracting organization) certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of the application form.)

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

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

4. CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT (PFCRA)

The undersigned (authorized official signing for the contracting organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the contracting organization will comply with the Public Health Service terms and conditions of award if a contract is awarded.

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing the certification, the undersigned certifies that the contracting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The contracting organization agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subrecipients shall certify accordingly.

The Public Health Services strongly encourages all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.

6. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - INSTRUCTIONS FOR CERTIFICATION

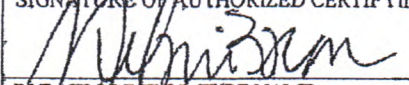
By signing and submitting this certification, the prospective contractor is providing the certification set out below.

- A. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- B. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter this transaction. If it is later determined that the prospective contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
 - C. The prospective contractor shall provide immediate written notice to the department or agency to whom this contract is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - D. 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 the rules implementing Executive Order 12549. You may contact the person to whom this contract is submitted for assistance in obtaining a copy of those regulations.
 - E. The prospective contractor agrees by submitting this contract that, should the proposed covered transaction be entered, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOH.
 - F. The prospective contractor further agrees by submitting this contract that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction, provided by HHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - G. 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 debarred, suspended, 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 Nonprocurement List of excluded parties at <https://sam.gov/content/home>.
 - H. Nothing contained in the foregoing shall be construed to require establishment of a system of records 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.
 - I. Except for transactions authorized under paragraph F. of these instructions, if a participant in a covered transaction knowingly enters a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DOH may terminate this transaction for cause or default.
- 7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**
- A. The contractor certifies to the best of its knowledge and belief, that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - 2) Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and
 - 4) Have not within a three-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

- B. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this contract.

AUTHORIZED SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Board of Island Chair, County Commissioners
PLEASE PRINT OR TYPE NAME: Melanie Bacon	DATE 11/7/25

Federal Assurances – Non-Construction Programs

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

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

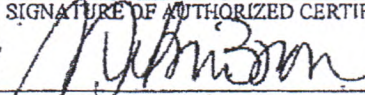
Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. § 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired because of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act, (5 U.S.C. § 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. § 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit requirements in OMB Uniform Guidance at 2 CFR 200, Subpart F, and any subsequent amendment.
18. Will comply with 2 CFR 200.216, and any subsequent amendment – Prohibition on certain telecommunications and video surveillance services or equipment.
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

AUTHORIZED SIGNATURE REQUIRED

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Board of Island Chair, County Commissioners
PLEASE PRINT OR TYPE NAME: Melanie Bacon	DATE 1/7/25



**ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL**

MEETING DATE: 10/6/26

Agenda Item No: 2

☒ CONSENT AGENDA

☐ REGULAR AGENDA

☐ PUBLIC HEARING/MTG

Resolution/Ordinance No: _____

DEPARTMENT: PUBLIC WORKS

DIVISION: SOLID WASTE

STAFF CONTACT: James Sylvester, Assistant Public Works Director

DEPT. HEAD: Fred Snoderly, Director

AGENDA SUBJECT:

Letter of Acceptance DTG Assignment of contract to MCS Recycle, LLC, for provision of Whidbey Island recycling services.

BACKGROUND/SUMMARY: **WORK SESSION DATE:** *(If applicable)* 9/2/2026

Island County currently contracts with DTG Recycle to provide recycling services on Whidbey Island. As per the attached *Letter of Assurance to Continue Contract for Recycling Services at Whidbey Island*, MCS Recycling, LLC has acquired DTG Recycle.

Paragraph 5 of the current contract with DTG Recycle for the provision of recycling services states:

5. The Contractor, for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants in this Contract.

As indicated in the attached Letter of Assurance, MCS Recycle, LLC, as successor in paragraph 5 above, agrees to fully perform and comply with all current contract requirements. Staff assesses that MCS Recycle, LLC is experienced and reputable, has a demonstrated capacity to meet and exceed required levels of service and contract performance, will ensure continuity of service, and will be a welcome addition to our community. RM-PW-2026-260/PW-2026-68.

FISCAL IMPACT/FUNDING SOURCE:

No changes to current budgeted revenues or expenditures, as funded through the approved solid waste enterprise fund tipping fee.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- ☐ APPROVED
- ☐ DENIED
- ☐ TABLED/DEFERRED/NO ACTION TAKEN
- ☐ CONTINUED TO DATE: ____/____/____ TIME: _____
- ☐ OTHER _____



Island County Board of Commissioners

1 NE 7th Street, Coupeville, WA 98239

Ph: Whidbey 360-679-7354 | From S Whidbey 360-321-5111 | Camano 360-387-3443

Email: bicc@islandcountywa.gov | www.islandcountywa.gov

October 6, 2026

Michael Sheldon, CEO
MCS Recycle
40 Lake Bellevue Dr.
Bellevue, WA 98005

SUBJECT: Assignment of Contract for Provision of Whidbey Island Recycling Services

Dear Mr. Sheldon:

Currently, Island County contracts with DTG Enterprises, Inc. (DTG) for provision of recycling services on Whidbey Island. Following the MCS Recycle acquisition of the DTG Freeland recycling operation, we received a Letter of Assurance from MCS Recycle, as attached, stating their intent to continue to fully comply with all contract obligations and perform all contract services, as contract successor, as allowed in the current contract.

We have reviewed the request for assignment of contract, and the Island County Board of County Commissioners hereby approves and accepts the assignment of contract to MCS Recycle, as the successor to DTG Recycle, subject to all terms and conditions of the contract, as amended.

Thank you for joining our community, and for your contributions and service to Island County.

Melanie Bacon, Chair
Board of Island County Commissioners



40 Lake Bellevue Dr.
Bellevue WA



206-930-4910



mike@mcsrecycle.com

July 6, 2026

Jeff Hegedus

Island County Solid Waste Manager

Fred Snoderly

Island County Public Works Director

RE: Letter of assurance to continue Contract for Recycling Services at Whidbey Island

Dear Mr. Hegedus,

MCS Recycle ("MCS") recently signed a Letter of Intent to purchase the business of DTG Island Recycling d/b/a "Island Recycling". The purchase includes Sellers' assignment and delegation of the "Island County, Washington Contract for Recycling Services at Whidbey Island," along with any subsequent modifications, extensions, or amendments (the "Whidbey Contract").

The purpose of this letter is to assure Island County that, upon completion of the proposed purchase, MCS will seamlessly assume and continue performing all contract services. MCS has thoroughly reviewed the Whidbey Contract—including all amendments and extensions provided by the Sellers—and is fully prepared and capable of executing the Contractor's obligations without disruption.

MCS is a leading provider of recycling services for commercial, industrial, construction, and demolition waste in the Pacific Northwest. We specialize in the efficient recycling of construction materials, including asphalt, concrete, wood, metal, and more. Our company is dedicated to helping businesses reduce their environmental impact by providing reliable and eco-friendly recycling services.

MCS is a state and nationally recognized recycler, MCS Recycle is a proud member of USGBC. We offer various material diversion reporting for your green building certifications, such as LEED, BREEAM, or Green Star. MCS Recycle has RCI registered facilities in Seattle and King County to guarantee reliable construction recycling and recovery reporting.

MCS looks forward to the opportunity to continue providing premier recycling services on Whidbey Island. In line with our core mission to divert as much material as possible from landfills, we welcome the chance to expand recycling initiatives and create additional employment opportunities throughout Island County.

Feel free to contact me with any specific questions or comments at 206-930-4910.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Sheldon".

Michael Sheldon

Chief Executive Officer

MCS Recycling LLC



ISLAND COUNTY, WASHINGTON

CONTRACT
Recycling and Transportation Services
at Whidbey Island, WA

This Contract for Recycling Services and Transportation Services at Whidbey Island, WA ("Contract") is made and entered by and between Island County ("County") and DTG Recycle Enterprises, Inc. ("Contractor"). County and Contractor are each a "Party," and are collectively the "Parties" to this Contract. The Parties agree as follows.

1. The Contractor shall do all work and furnish all equipment for the collection and transportation of designated recyclable commodities to markets or to permitted recycling centers for additional processing in order that recyclable commodities reach markets in accordance with and as described in the Terms & Conditions and Scope of Services; and shall perform any alterations in or additions to the work provided under this Contract and every part thereof.

The Terms & Conditions and Scope of Services ("Scope of Services") is attached to and incorporated in this Contract. The Contractor shall perform the required work at the costs identified in the price schedule in the Scope of Services.

2. The Contract term is five years, beginning January 1, 2026 (the "Effective Date") through December 31, 2030. The Contract may be extended pursuant to Section 1.16 Scope of Services.

3. The Contractor shall provide and bear the expense of all equipment, work and labor that may be required under this Contract, except as otherwise provided in the Scope of Services.

4. Contractor is an independent contractor, and shall provide the services, personnel and equipment to perform the Scope of Services.

5. The Contractor, for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants in this Contract.

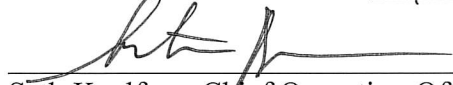
6. No liability shall attach to County by reason of entering into this Contract, except as provided herein.

7. Any lawsuit regarding this Contract must be brought in the State of Washington with venue solely in the Superior Court for Island County, Washington.

8. If any provision of the Contract shall be held invalid, the remainder of this Contract shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed as set forth below.

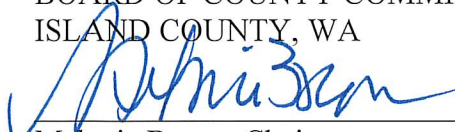
Executed by Contractor this 4th day of November, 2025.

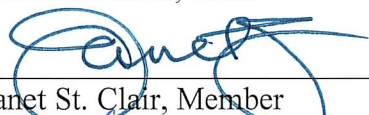

Seth Kaulfuss, Chief Operating Officer

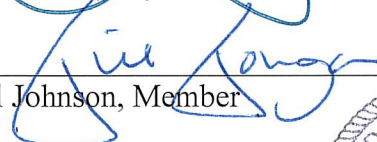
DTG Recycle Enterprises, Inc.
22745 29th Dr. SE, Suite #200
Bothell, WA 98021

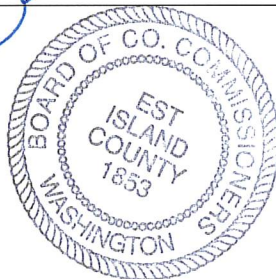
Approved this 25th day of November, 2025.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WA

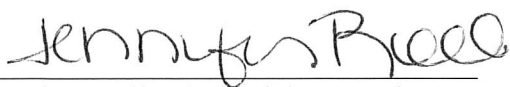

Melanie Bacon, Chair


Janet St. Clair, Member


Jill Johnson, Member



ATTEST:


Jennifer Roll, Clerk of the Board

ISLAND COUNTY, WASHINGTON

TERMS AND CONDITIONS AND SCOPE OF SERVICES

Recycling and Transportation Services at Whidbey Island, WA

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TERMS & CONDITIONS

1. GENERAL PROVISIONS

1.1 Law Applicable.

This contract is made in and shall be construed under the laws of the State of Washington.

1.2 Adherence to Law.

Contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

The Contractor shall be responsible for, and pay for, all applicable licenses and permits.

The Contractor agrees to comply with the provisions of the Americans with Disabilities Act of 1990 and other anti-discrimination laws with which the County must comply.

The Contractor shall carry out duties in a manner consistent with the applicable provisions of the adopted Island County Comprehensive Solid & Moderate Risk Waste Management Plan and as it may be amended.

1.3 Entire and Complete Agreement.

This Contract constitutes the entire and complete agreement and final expression of the parties with respect to the subject matter it contains, and supersedes all prior or contemporaneous agreements, understandings, arrangements, commitments and representations, whether oral or written. In the event of any conflict between the language set forth in this Contract, any of the exhibits hereto or the specifications, the language in the Contract shall prevail and this Contract shall be interpreted as if that conflicting language was not a part of the agreement between the parties. The Contractor immediately shall bring to the County's attention for decision and mutual revision any observed conflicts between or duplications of any Contract provisions or any material omissions from the Contract. The Contractor shall obtain written instructions from the County's Representative before proceeding with services affected by omissions or discrepancies in the Contract. In the event of a discrepancy in the provisions of the Contract, the most stringent provision shall apply.

1.4 Severability.

If any Contract provision is for any reason determined to be invalid, illegal or unenforceable under any Applicable Law, the remaining provisions of the Contract shall remain in effect and bind the parties; however, the parties shall negotiate in good faith to amend the Contract to effectuate the intent of any invalid, illegal or unenforceable provision, if permissible under Applicable Law.

1.5 Construction of Terms.

Unless otherwise specified in the Contract, words describing material or work that have a well-known technical or trade meaning shall be construed in accordance with the well-known meaning generally recognized by solid waste professionals, engineers and trades.

1.6 Access.

The County shall have the right and unlimited access to inspect any or all of the Contractor operations, facilities or records related to this Contract.

1.7 Independent Contractor.

The Contractor is an independent contractor. As such, the Contractor shall adhere to labor and environmental laws, WISHA regulations, and meet other insurance/bond requirements specified by law and/or in Section 1.11 below. The Contractor is in no sense an agent or employee of the County, shall not represent itself as such, and has no authority to bind the County to any agreement, nor act as agent of the County in any way.

1.8 No Third-Party Beneficiaries.

This Contract is entered into by the County in its governmental capacity and is not intended to nor does it create any third-party beneficiary or rights in any public or private Person.

1.9 Contract Administration.

The County will provide administration of the contract. The Contractor's designated contact with the County shall be the Solid Waste Division Manager.

1.10 Indemnification / Hold Harmless, Insurance.

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Island County, agencies of Island County and all officials, agents and employees of State, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this contract 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. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless Island County from any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless Island County only to the extent claim is caused in whole or in part by negligent or intentional acts or omissions of Contractor.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under industrial insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties.

1.11 Insurance Requirements.

The Contractor shall comply with the insurance requirements as set forth in Section 10. Prior to commencement of services under this Contract, Contractor shall submit to the County certificates of insurance and copies of insurance policies and endorsements, if requested by the County, for the coverage required and shall maintain the same type and amount of coverage for the life of this Contract.

1.12 Protection of Personal Property.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable precautions to prevent damage, injury, or loss to all employees, customers, other persons, the work and materials, and other property.

1.13 Alcohol and Drug-Free Workplace.

The Contractor is responsible for maintaining an alcohol and drug-free workplace at all times on County property. Violation of this condition is cause for termination of the contract by the County.

1.14 Subcontractors.

A list of any and all subcontractors who have a direct contract or agreement with the Contractor to perform any work on County property shall be submitted to the County for approval prior to the work being performed. Any delegation of duties shall not relieve the Contractor or the surety of any liability and/or obligation to perform. Subcontractors are bound by the provisions of Section 1.11 of this contract.

Neither party shall assign or subcontract any portion of this contract without the written consent of the other party. The County must consent to any direct or indirect change in control or indirect controlling interest in the Contractor's ownership.

1.15 Miscellaneous.

No modification of any provision of this contract by the Contractor is valid unless such modification is pre-approved and signed by the Public Works Director and/or the Board of Island County Commissioners.

All covenants herein shall be conditions. Time shall be of the essence. Failure on the part of either party to adhere to any provision of this contract shall not be construed as a waiver of the right to compel adherence of such provision or any other provision.

The Contractor is responsible for obtaining necessary permits for its off-site operations, and ensuring that subcontractors, employees or other persons handling materials from the facilities covered under this contract are operating with all necessary permits, insurance and/or licenses required by law.

1.16 Term of Contract.

The term of this contract shall be from January 1, 2026 through December 31, 2030 (5 years) unless terminated for cause pursuant to Section 1.18. Upon mutual agreement between the County and the Contractor, this contract may be extended for up to an additional two (2) terms of three (3) years each.

1.17 Alternate Services – Damages.

If the Contractor fails to perform the work in accordance with this contract, the County may, by written order signed by the Public Works Director, direct the Contractor to stop the work, until the cause of such order has been eliminated, and the County may acquire alternate service and deduct the costs of such alternate service from any payments due to the Contractor. However, this right of the County to stop the work shall not give rise to any duty on the part of the County to exercise this right for the benefit of the Contractor, or any other person or entity.

1.18 Termination.**1.18.1 Defaults by County.**

If the County fails to make a payment for an approved invoice for a period of greater than sixty (60) days following approval of the invoice through no fault of the Contractor, the Contractor may, after fifteen (15) additional days, following written notification to the County with no payment received, terminate this contract.

1.18.2 Defaults by Contractor.

Defaults by the Contractor, which may result in unilateral termination of the Contract by the County, shall include failure to perform services or failure to meet other obligations of this contract. Failure to perform services or meet other obligations of this contract may, after elapsed times, notices, and/or penalties by the County as described in Section 1.17, result in unilateral termination of this contract after fifteen (15) days written notice to the Contractor.

Should conflict arise, the Contractor and the Public Works Director, or his/her designee, shall work in good faith with the other to resolve such conflict. Should such conflict resolution fail, a third party arbitrator mutually acceptable to each party of this contract may be employed to resolve the conflict. Each party to this Contract shall be responsible for one half of the cost of an independent arbitrator.

Natural catastrophes or other conditions beyond the control of the Contractor that preclude the Contractor from performing obligations of this Contract shall not be cause for penalty or termination.

1.18.3 Mutual Termination.

By mutual agreement of the County and the Contractor, this contract may be terminated at any time.

1.19 Cooperative Purchases.

The Washington State Interlocal Cooperative Act, RCW 39.34, provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

2.0 FINANCIAL PROVISIONS

2.1 Compensation.

The County shall pay to the Contractor \$105.00 per ton for recyclable commodities including 1) brown paper bags & corrugated cardboard, 2) tin, steel and aluminum cans, 3) newspaper and inserts, 4) aluminum foil and pans and 5) glass bottles and jars.

The County shall pay to the Contractor \$165.00 per ton of recyclable commodities including 1) mixed paper and 2) #1 and #2 plastic bottles, tubs, jars, and jugs.

The County shall pay to the Contractor \$68.00 per ton for scrap ferrous and non-ferrous metals, including wrecked vehicle scrap metal chassis, and \$8.00 each for passenger car or light truck tires on or off rim. Freight truck and heavy equipment tires (oversized tires) are beyond the scope of Contract, which is intended to provide for the recycling of residentially-generated materials. The Contractor may establish fees to charge the generator of oversized tires.

The Contractor may collect for recycling at market value, without additional compensation from the County, automotive, motorcycle, and small equipment lead-acid batteries dropped off at the County's Solid Waste Sites on Whidbey Island.

These values include transportation and reflect fuel, equipment rental, wear and amortization, labor, insurance, end use facility revenue and/or fees, and all other costs incurred by the Contractor.

Island County and the Contractor may negotiate price adjustments and adjustments to commodity specifications as a reflection of market changes as they occur.

2.2 Payments.

Island County shall pay for actual services rendered and shall make payment within thirty (30) days upon receipt of the Contractor's accurate, complete and signed Invoice with rates set forth in Section 2.1 and approved by the Public Works Director or his/her designated representative. Retainage will not apply to this contract. Payments may be subtracted from submitted invoices for the following reasons:

2.2.1 Documented damage to or loss of County property, personnel or services; and/or

2.2.2 Persistent failure to carry out the work in accordance with this contract that have resulted in documented costs of the County.

2.3 Payment Procedures.

2.3.1 Invoices.

Signed monthly invoices from the Contractor shall include: The Contractor's name and address, date, tons hauled, and the reimbursement rate. County or market weight slips shall be attached.

2.4 Changes of Work, Changes in Fees.

During the term of the contract, changes in specifications may be necessary due to regulatory, budgetary, market, and/or other factors. The Contractor may request changes, and the County, without invalidating the contract, may order changes in the work consisting of additions, deletions, or modifications. The contract sum, price schedule and term will be adjusted accordingly. Such changes in work shall be authorized by written change order signed by the Public Works Director and/or the Board of Island County Commissioners.

SCOPE OF SERVICES

3.0 GENERAL STATEMENT OF SERVICES

The Contractor shall collect, process, market and transport household recyclable commodities and scrap metals from County-owned solid waste handling facilities and schools.

4.0 CONTRACTOR'S OVERALL RESPONSIBILITY

Contractor-provided services shall include all activities, labor, administration and equipment necessary for or incidental to the collection, transport, processing and marketing of specified recyclable commodities from specified locations listed in Section 6.1.

5.0 CONTRACTOR'S WORK

The Contractor's work shall be carried out in a professional manner that minimizes disruption of public access to solid waste and recycle facilities. The Contractor and Contractor's employees shall treat members of the public in a courteous and professional manner. Unresolved disputes between the Contractor and any member of the public using County solid waste facilities or services shall be referred to the Solid Waste Division Manager. Failure of Contractor to comply with these requirements may result in damages per Section 1.17.

Failure to supply sufficient properly skilled workers, or adequate equipment/materials, and/or failure to execute the work to prompt completion, and/or failure to perform any of the obligations of the contract as determined by the County, shall be sufficient reason to assess Damages per Section 1.17 or to terminate the contract or any portion of the contract.

The Contractor may remove only designated materials from County facilities unless specified elsewhere in this contract or by subsequent agreement of the Solid Waste Division Manager. In all cases, the Contractor shall have obtained any required licenses/permits for handling such materials.

The Contractor shall demonstrate the ability/flexibility and resources to ensure provision of backup equipment or timely equipment repair during periods of equipment failure.

The Contractor shall at all times require its employees to wear appropriate attire and safety equipment with respect to materials being handled. The Contractor shall maintain good order among employees. The Contractor shall be responsible to the County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and other persons performing any of the work under a contract with the Contractor. Violations of any of these conditions, as determined by the County, may result in a penalty to the Contractor.

6.0 PROGRAM DESCRIPTION

Island County maintains four recyclable materials collections centers, along with recycling opportunity at public schools. Contracted Recycle Services includes operation and management during public hours of two recycling centers, Coupeville and Freeland, and hauling of specified recyclables from all sites.

Mixed scrap metals are accepted from the general public at county-owned recycle centers. "Mixed scrap metals" include used household metallic objects made typically of stamped, sheet or cast steel, and mixed non-ferrous metal alloys. Scrap metals can include non-refrigerating appliances. Contaminants include integral wood, plastic, rubber, and/or petroleum residue. Island County has the ability to separately collect scrap with petroleum residue for subsequent handling by Contractor.

Junk vehicles may be accepted and processed by the Contractor at the Freeland site with compliant pollution preventions measures.

Rainwater shall not come in contact with petroleum residue bearing scrap metals, processing areas, or any surfaces that may release pollutants.

6.1 Locations.

6.1.1 County Recycling Locations

North Whidbey Solid Waste & Recycling Center
3151 Oak Harbor Road
Oak Harbor, WA 98277

Coupeville Solid Waste Transfer Station
20018 SR 20
Coupeville, WA 98239

Freeland DTG Recycling Center
20014 SR 525
Freeland, WA 98249

Bayview Solid Waste & Recycling Center
5790 S. Kramer Rd
Langley, WA 98260

6.1.2 Other Required Recycle Pick-up Locations

- a. Participating schools, currently eight in the Oak Harbor School District:
 - i. Broadview Elementary (473 SW Fairhaven Dr.)
 - ii. Hillcrest Elementary (1500 NW 2nd Ave.)
 - iii. Oak Harbor Elementary (151 SE Midway Blvd.)
 - iv. Olympic View Elementary (380 NE Regatta Dr.)
 - v. Crescent Harbor Elementary (330 E. Crescent Harbor Rd.)
 - vi. N. Whidbey Middle (67 NE Izett St.)
 - vii. Oak Harbor Middle (150 SW 6th Ave.)
 - viii. Oak Harbor High (950 NW 2nd Ave.)
- b. Coupeville High School (501 S. Main St., Coupeville)
- c. Three in the South Whidbey School District.
 - i. South Whidbey Middle & High School (5675 Maxwellton Road, Langley)
 - ii. South Whidbey Elementary (5280 Maxwellton Road, Langley)

6.2 Hours of Operation.

Island County Solid Waste Facilities are closed on some observed County Holidays.

Coupeville (Recycling Center - Contractor-managed)

Public hours are 9:30 a.m. to 5:00 p.m. daily.

Freeland (Contractor-managed)

Hours of operation at Freeland are 9:00 a.m. to 5:00 p.m. Tuesday through Sunday.

North Whidbey (County-staffed)

9:30 a.m. to 5:00 p.m. Saturday, Sunday and Tuesday

Bayview (County-staffed)

9:30 a.m. to 5:00 p.m. Saturday, Sunday, Monday and Wednesday

7 MINIMUM SERVICES

7.1 Minimum Services.

Collection and transport of tinned steel ("tin") cans, aluminum cans, clean aluminum foil, container glass, newspapers, corrugated cardboard, mixed waste paper, bagged shredded paper, mixed plastic containers (bottles, tubs, jars, and jugs), scrap metals and automotive batteries.

Annual reporting of tonnages by commodity for each site. The Contractor will have access to the County operated scale at the Coupeville site. Reports will be due at the Island County Public Works/Solid Waste Division by March 1st of each year for the previous calendar year.

The Contractor shall provide timely servicing of containers to prevent overfilling of commodities. County attendants will telephone the contractor when a container is “nearly full,” and provide a follow-up call when the container is full. The Contractor shall deliver an empty container and transport the full container before the container overfills. An overfilled container is one that spills recyclable commodity onto the ground or that requires a forklift or other heavy equipment to close and secure its lid. Containers that become overfilled after County site attendants follow the call-in procedures may result in servicing by an alternate provider and in liquidated penalties with costs subtracted from the subsequent invoice for services.

7.2 Minimum Services, Coupeville and Freeland Sites.

All applicable services listed above, plus:

Scrap Metals. Scrap metal shall be accepted and handled in a way that prevents ground or surface water pollution and that is compliant with State Department of Ecology best management practices. Handling practices must comply with the current Plan of Operations that is submitted with the annual permit application to the Island County Department of Public Health for the Freeland site.

Transfer of scrap metals from the Solid Waste Transfer Station (Coupeville).

County employees will accept scrap metal from the public, screen for petroleum residue, evacuate or drain fluids from internal combustion engines and mechanical components as necessary, and place into hauling containers supplied by the Contractor. Petroleum residue bearing scrap will be placed by the County, at the preference of the Contractor into a separate container supplied by the Contractor.

Monitoring the scrap metal container for capacity levels and hauling needs will be conducted by the Contractor or Contractor’s employees. Scrap metal accepted by the County remains County property until placed in the supplied Contractor’s container.

Transfer of scrap metals from the Bayview Facility. Limited mixed scrap metal that is incidental to the collection of trash and recyclables is accepted from the public at the Bayview facility and placed in a 20-yard roll-off container for transportation by the Contractor to a processing or transfer facility.

Transfer of scrap metals from the North Whidbey Facility. Limited mixed scrap metal that is incidental to the collection of trash and recyclables is accepted from the public at the North Whidbey facility and placed in a 20-yard roll-off container for transportation by the Contractor to a processing or transfer facility.

Non-refrigerating appliances. Non-refrigerating appliances may be handled with other non-petroleum contaminated scrap metal.

Refrigerating appliances. Refrigerators, freezers, air conditioners, and other refrigerating appliances are referred to the County's Moderate-Risk Waste facility (Coupeville) for the evacuation of refrigerants. Evacuated refrigerating appliances are currently handled under separate contract.

Small gas engines. Gasoline and oil from lawn mowers, boat motors, gasoline-powered tools and other small internal combustion engines accepted at the Coupeville facility are drained by Island County staff. These items will be placed into a separate container provided by the Contractor for petroleum contaminated metal for hauling off site for further processing and recycling.

The Contractor shall be responsible for the evacuation of fluids from internal combustion engines accepted at the Freeland facility.

Junk Recreational Vehicles. Occasionally, the Coupeville Transfer Station may accept recreational vehicles for processing. Following processing, the licensed vehicle chassis shall be transported by Contractor to a licensed auto wrecker or scrapper for final disposition. Junk vehicle processing must conform to all of the Washington State Best Management Practices found in both the Vehicle Recycling Manual (Publication No. 97-433) and Vehicle Recyclers, A Guide for Implementing the Industrial Stormwater General National Pollutant Discharge Elimination System Permit Requirements (Publication #94-146.) Both of these documents are available at the Washington State Department of Ecology website <http://www.ecy.wa.gov/pubs.shtm>.

Clean Non-Ferrous Metals Buy-Back. The Contractor may purchase from the public separated aluminum, copper, bronze, brass, and high grade stainless. The Contractor shall accept with or without payment to the public non-stripped or "dirty" non-ferrous scrap such as coated wire, bi-metal products (e.g. engine radiators), or aluminum with ferrous fasteners or other contaminants.

Electronics Recycling. The Contractor shall participate in the *E-Cycle Washington* program administrated by the Washington Materials & Management Financing Authority (WMMFA.) Covered electronics include televisions, monitors, and laptop computers and computer towers.

Minimum services must include:

- Maintaining an agreement with the WMMFA for E-Cycle activities at Freeland and Coupeville locations,
- Register collection and transportation activities with the Department of Ecology. Registration as a transporter will not be necessary if transportation is negotiated with WMMFA,
- Receiving covered electronics products from eligible generators, palletizing the covered electronics by type according to WMMFA guidelines, and

- Transporting or arranging for transport to a processor.

Handling costs for this industry-funded, state-administered program cannot be covered by the payments made by Island County for other recycling services.

Collection and recycling of non-covered peripheral electronics equipment such as cables, keyboards, mice and media players may be negotiated with an electronics processor that is approved by Washington State as an E-Cycle Washington participant and paid for by the generator, but is not required.

Tire Recycling. The contractor shall accept tires for a fee paid by the generator. Tire storage must comply with the requirements of WAC 173-350. Tires may be stored at the Freeland and Coupeville facilities for collection by or transport to regional tire recyclers. Tires brought to the North Whidbey and Bayview facilities will be referred by County attendants to nearby tire retailers for recycling.

Servicing of Forklift Hoppers (Coupeville Only). Hoppers are placed adjacent to solid waste tipping areas at the Solid Waste Transfer Station, Coupeville, for corrugated cardboard (five each,) and scrap metals (three each). It is the responsibility of the Contractor to supply a forklift and empty the hoppers as needed (typically once each day).

7.3 Minimum Services, Other Locations.

Public and Private Schools. The system provides for 'on call' transport of 40-gallon roll carts or drop box containers either supplied by the Contractor or by a school district and containing recyclables that have been separated into three types:

- Mixed waste paper
- Newsprint
- Glass/tin/aluminum/plastic bottles & tubs

Worn or broken 40-gallon carts may have to be replaced with a 32-gallon wheeled poly type cart typical of a residential trash can. This stems from the availability of containers that are appropriately sized for in-school use.

The Oak Harbor School district owns six 20 cubic yard roll-off containers that are used for recyclables collected at schools. The roll-offs are hook and chain with trip gate for separate collection of 1) mixed paper and 2) tin, aluminum, glass and plastic bottles.

Event Recycling, Island County Fair. The Contractor must provide a drop box container, transportation and recycling of recyclables generated at the Island County Fair. The fair runs for four days each summer, currently during July. Recyclables may include mixed and bagged plastic bottles, aluminum cans, container glass, paper, and non-bagged corrugated cardboard. Fair organizers and volunteers have the responsibility to get the recyclable materials to the Contractor-provided container.

Other Specialty Collections. The Contractor is expected to participate on a case-by-case basis in other recycling opportunities that arise from volunteer and community efforts, and/or market conditions for a mutually acceptable price. Examples follow:

- **Peripheral Electronics Devices.** The *E-Cycle Washington* system reimburses collectors at an agreed rate for the collection of computer towers, laptop computers, monitors and televisions. Examples of peripheral electronic devices not covered in the *E-Cycle Washington* program includes stereos, media players, keyboards, mice and cables. The Contractor may include collection of such peripheral electronic devices for fees charged directly to the generator.
- **Polyurethane carpet padding.** Polyurethane foam had for many years been picked up free of charge from the Coupeville site by an independent company. Fiber padding, foam rubber and other contaminants were left behind by the route collector and disposed of by the County. The Contractor may choose to allow vendor collection service if available, and add the Freeland site, or if market conditions permit, independently market and transport the polyurethane foam collected at these sites.
- **Other plastic resins.** Community groups and volunteers have conducted collection of non-beverage bottle plastics such as hay bale wrap, agricultural films, planting pots, poly buckets and drums, and commercial fishing nets. The Contractor is expected to work in good faith with the County to accept these items for recycling if market conditions for the post-consumer resins permit.

7.4 Staffing.

The Contractor must provide staff at the Coupeville Solid Waste Transfer Station recycling area when the transfer station is open to the public, and Freeland recycling center during public hours. The Contractor also must have drivers available to service recycle drop box containers whenever full.

The County provides one employee to receive recyclables from the public and provide quality assurance during public hours at the Bayview site. The North Whidbey site is staffed by one county employee who also has solid waste and cash handling responsibilities. Any additional staff needed at these two locations to meet the quality control standards of the Contractor shall be the responsibility of the Contractor to provide.

7.5 Additional Handling Notes.

Paper fibers. Contractor cannot require the public to sort paper fibers into a greater number of categories than newsprint, corrugated cardboard, and mixed waste paper. This will not preclude acceptance of high-graded paper from commercial or other generators.

Plastic bottles and tubs are compacted at the North Whidbey site and are collected loosely in a 40 cubic yard roll-off container at the Bayview site.

Automotive batteries must be covered and placed in leak-tight secondary containment.

8 EQUIPMENT

All equipment used to collect, process and transport recyclable commodities must be provided by the Contractor unless otherwise specified. Any equipment supplied by the County will be made available in an 'as is' condition. Replacement of containers or other County-supplied equipment worn beyond repair by the County's judgement will be the responsibility of the Contractor, with the Contractor retaining ownership of such replacement equipment. Replacement and repair of equipment will be the responsibility of the Contractor.

9 USE OF COUNTY FACILITIES, GENERAL GUIDELINES

9.1 Compliance with Laws and Restrictions.

Contractor shall faithfully observe, perform and comply with all laws, ordinances, rules and regulations of every governmental authority affecting Island County property; all easements, reservations, restrictions, covenants and conditions of record affecting or pertaining to Island County facilities. The Contractor shall not use, contract, or otherwise permit any person to use Island County facilities for, or in connection with, any unlawful purpose or in any manner that causes a nuisance. The Contractor shall not use, or approve use of, Island County facilities in any manner by agreement, contract or other means that would, in the opinion of the Public Works Director and/or the Board of Island County Commissioners, be detrimental to the interests of Island County. Island County shall, at its sole discretion, determine whether proposed uses of County facilities are detrimental to Island County interests. Island County shall have oversight authority to modify or disapprove of proposed service agreements, contracts or other obligations regarding use of County facilities that are detrimental to the interests of Island County. If the Contractor uses Island County facilities in a manner determined to be detrimental to the interests of the County by the above mentioned authorities, the Contractor shall pay all costs incurred by Island County as a result of the Contractor actions (including but not limited to attorney fees, court costs, and any other payments required to be made by Island County.)

9.2 Permits, Contractor's Responsibility.

The Contractor shall bear the responsibility of conforming to all permits required by the Island County Health Department and State Department of Ecology pursuant to Island County Code 8.08B and WAC 173-350, and shall otherwise take all actions necessary to ensure compliance with all laws, statutes, and ordinances and to perform pursuant to this contract.

10 INSURANCE AND BONDING

Proof of insurance and bonding will be required before commencement of services. A performance bond shall be provided to the County effective during the contract and must extend for a minimum period of one year after the termination of the contract. The bond

shall include a complete statement of exclusions from the bond provider.

Prior to commencement of services under this Contract, the Contractor shall submit to Island County certificates of insurance and required endorsements, and copies of policies if requested by the County, for the coverage required below and shall maintain the same type and amount of coverage in effect for the life of this Contract. Each insurance policy shall provide that coverage will not be canceled without Sixty (60) days prior written notice to the County. The Contractor shall maintain at its sole expense, unless otherwise stipulated, the following insurance coverage, insuring Contractor, its employees, agents, designees and indemnities as required herein.

1. The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under this Contract 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 Workmen's Compensation, to be maintained by the Contractor shall specifically include the County as an "Additional Insured" with regard to the services provided by the Contractor under this contract and shall not be canceled without Sixty (60) days prior written notice to the County, except ten (10) days' notice shall be given for cancellation due to non-payment of premium. With regard to the services provided by the Contractor under this contract, the Contractor's insurance coverage shall be primary and not contributory 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 Contractor's insurance and shall not contribute to it.

3. The 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, Personal and Advertising Injury, Coverage for Insured Contracts and Personal Injury Coverage, to protect the Contracting Agency from claims, including but not limited to, 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 Contractor or by anyone directly employed by or contracting with the Contracting Agency.

Specific limits required:	\$2,000,000 General Aggregate
	\$1,000,000 Products/Completed Operations Aggregate
	\$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 Contractor's General Liability shall be primary, and not contributory, with any other insurance maintained by the County.

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

\$1,000,000 Each Accident
\$1,000,000 Policy Limit for Disease
\$1,000,000 Each Employee for Disease

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

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

6. All Liability coverage shall be written on an Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be prior to or coincident with the date of this contract, and the policy shall state that coverage is Claims Made and state the Retroactive Date. Should Claims Made be the only option, a minimum of three (3) years continuous coverage shall be maintained after the expiration of the Contract.

7. The Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. The Contractor shall submit a copy of its certificate of coverage from the Department of Labor and Industries or provide evidence of self-insured status prior to the commencement of work.

8. Sub-Contractors – Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontracts shall be subject to all of the requirements stated herein.



**ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA BILL**

MEETING DATE: 10/6/26

Agenda Item No: 4

☒ CONSENT AGENDA

☐ REGULAR AGENDA

☐ PUBLIC HEARING/MTG

Resolution/Ordinance No:

C-61-26

DEPARTMENT: FACILITIES MANAGEMENT

DIVISION: NOT APPLICABLE

STAFF CONTACT: Tod Strong, Fleet Services Coordinator

DEPT. HEAD: Mark Sibon, Director

AGENDA SUBJECT: Resolution C-61-26 Vehicles belonging to Island County Fleet Services have lost their economic value and will be disposed of in accordance with Island County Code chapter 2.31

BACKGROUND/SUMMARY: **WORK SESSION DATE:** *(If applicable)* 10/13/2026

Vehicles belonging to Island County Fleet Services have lost their economic value and will be disposed of in accordance with Island County Code chapter 2.31

YEAR	MAKE	MODEL	VIN	LICENSE
2019	Dodge	Durango	1C4SDJFT6KC771147	C9320C
2007	Ford	Expedition	1FMFU16477LA75001	83070C
2013	Ford	Explorer	1FM5K8AR8DG41118	A3712C
2014	Dodge	Durango	2C3CDXAT9EH279247	A6688C
2015	Dodge	Charger	2C3CDXAT7FH880898	A1512C
2017	Dodge	Charger	2C3CDXAT8HH717404	B9209C
2006	Ford	Crown Victoria	2FAFP71W36X145325	78633C
2014	Dodge	Charger	2C3CDXAT5EH279245	A6686C
2016	Dodge	Charger	2C3CDXAT6GH259136	B4975C
2015	Dodge	Charger	2C3CDXAT1FH880900	B1513C
2017	Dodge	Charger	2C3CDXAT1HH717406	B9207C
2013	Ford	Explorer	1FM5K8AR8DG41117	A3714C
2014	Chevy	Silverado	1GC4KZ88EF148712	A5139C
2020	Dodge	Durango	1C4SDJFT9LC301924	C2758D
2001	Manfu	FB Trailer	WA98200121	60025C
2003	Chevy	Blazer	1GNDT13X33K163202	C9330C

FISCAL IMPACT/FUNDING SOURCE: The above vehicles have reached full depreciation and are currently excess. Each of the above vehicles has been removed from service with no adverse effects to the transportation needs of any department or, has already been replaced with another like model.

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

- ☐ APPROVED
- ☐ DENIED
- ☐ TABLED/DEFERRED/NO ACTION TAKEN
- ☐ CONTINUED TO DATE: ____/____/____ TIME: _____
- ☐ OTHER _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF THE SALE

Resolution No. C - 61 -26

OR DISPOSAL OF COUNTY PROPERTY:

2019 Dodge Durango, 2006 Ford Crown Vic, 2013 Ford }
Explorer, 2014 Dodge Durango, 2015 Dodge Charger, }
2017 Dodge Charger, 2007 Ford Expedition, 2014 Dodge }
Charger, 2016 Dodge Charger, 2015 Dodge Charger, 2017 }
Dodge Charger, 2013 Ford Explorer, 2014 Chevy }
Silverado, 2020 Dodge Durango, 2001 Manfu FB Trailer, }
2003 Chevy Blazer }

WHEREAS Island County has certain personal property which has lost its economic value/utility to the County and is no longer needed for public use; and

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

WHEREAS the following is now and has been the property of Island County, State of Washington; and

YEAR	MAKE	MODEL	VIN	LICENSE
2019	Dodge	Durango	1C4SDJFT6KC771147	C9320C
2007	Ford	Expedition	1FMFU16477LA75001	83070C
2013	Ford	Explorer	1FM5K8AR8DG41118	A3712C
2014	Dodge	Durango	2C3CDXAT9EH279247	A6688C
2015	Dodge	Charger	2C3CDXAT7FH880898	A1512C
2017	Dodge	Charger	2C3CDXAT8HH717404	B9209C
2006	Ford	Crown Victoria	2FAFP71W36X145325	78633C
2014	Dodge	Charger	2C3CDXAT5EH279245	A6686C
2016	Dodge	Charger	2C3CDXAT6GH259136	B4975C
2015	Dodge	Charger	2C3CDXAT1FH880900	B1513C
2017	Dodge	Charger	2C3CDXAT1HH717406	B9207C
2013	Ford	Explorer	1FM5K8AR8DG41117	A3714C
2014	Chevy	Silverado	1GC4KZ88EF148712	A5139C
2020	Dodge	Durango	1C4SDJFT9LC301924	C2758D
2003	Chevy	Blazer	1GNDT13X33K163202	C9330C
2001	Manfu	FB Trailer	WA98200121	60025C

WHEREAS it is in the best interest of the County and the citizens thereof that said item listed be sold or disposed of in accordance with Island County Code Chapter 2.31; NOW THEREFORE,

BE IT HEREBY RESOLVED THAT the item listed shall be sold or disposed of in accordance with Island County Code sections 2.31.080 and 2.31.100.

ADOPTED this _____ day of _____, 2026.

BOARD OF COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Melanie Bacon, Chair

ATTEST:

Janet St. Clair, Member

Jennifer Roll, MMC, Clerk of the
Board

Jill Johnson, Member