

## ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE OCTOBER 16, 2024

Those interested in attending the meeting virtually may use the following link:  
<https://zoom.us/j/95701446335?pwd=U2N4V1FXSVdiNDJLL1B2UXIDc3F2QT09>  
or for voice only, **Dial by your location:** (253) 215-8782  
**Meeting ID:** 957 0144 6335 **Passcode:** 969196

9:00 a.m. County Administration  
9:40 a.m. Facilities  
11:00 a.m. Treasurer  
11:30 a.m. Budget/Risk

### NOON BREAK

1:00 p.m. Commissioners' Office  
1:10 p.m. Human Resources  
1:25 p.m. Public Health

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

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

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

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

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

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



## ISLAND COUNTY COUNTY ADMINISTRATION

### WORK SESSION AGENDA

MEETING DATE: 10/16/2024

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To: Jill Johnson, Chair  
Board of Island County Commissioners  
From: Michael Jones, County Administrator

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Amount of time requested for agenda discussion. 40 minutes

**DIVISION:** Administrative

**Agenda Item No.:** 1

**Subject:** **Jail Replacement Steering Committee Report**

**Description:** A report on the activities of the Jail Replacement Steering Committee

**Attachment:** **Memo from the County Administrator dated October 16, 2024**  
**PowerPoint Presentation**

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

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

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

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

**DIVISION:** Administrative

**Agenda Item No.:** 2

**Subject:** **Jail Replacement Communication Consulting RFQ**

**Description:** An opportunity for the Board to review a draft request for proposals for public relations and communication assistance for the jail replacement project.

**Attachment:** **Request for Qualifications - Detention Center Ballot Initiative Communications**

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

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

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

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



## Island County Administration

Michael Jones, MPA – County Administrator

1 NE 7th Street, Coupeville, WA 98239

Ph: Whidbey 360-679-7331 | Camano 360-387-3443 | S Whidbey 360-321-5111

Email: Michael.jones@islandcountywa.gov | www.islandcountywa.gov

## M E M O R A N D U M

October 16, 2024

TO: Board of County Commissioners  
 FROM: Michael Jones, County Administrator  
 RE: Jail Replacement Steering Committee Report

On March 19, 2024, the Board of Island County Commissioners (Board) passed Resolution C-15-24 establishing the Jail Replacement Steering Committee (Committee). The committee has met four times since March.

### Work to Date

The agendas for the meetings have been focused on these topic areas:

- **Project Control.** Meaning controlling scope creep and recognizing the limits of the County to fund the construction and operation of the future facility.
- **Research.** Jail, Court, and Human Services staff presented on the current operation of the jail, and on other services that potentially could be provided in conjunction with a new, larger facility. Diversion, anti-recidivism, and mental health services were all discussed.
- **Funding.** Exploration of different ways that funding can be achieved, and the limitations of the money that can be raised through the various options. This has been focused on the County's ability to pay back debt incurred for construction. Debt repayment ability is the limiting factor in the size of the jail and services that can be provided. Operational funding is also a factor.
- **Project Scoping.** The Facilities Director developed an RFP that was reviewed by the Committee. After Board approval the RFP was released, and responses were reviewed. Ryan Beach will be presenting to the Board on the results of the RFP process.
- **Public Relations.** We heard a presentation by a Public Relations consultant on the methods involved in developing the messages around a successful voter-approved tax measure. We also received a proposed scope of work. The amount exceeded sole source purchasing levels, so the committee recommended that an RFP be developed to hire a public relations firm.

### Ongoing Work

We have ongoing activity in these two areas:

- **Public Relations.** An RFP is being developed by the County Administrator for public relations services. We anticipate contracting for communication assistance in early 2025.
- **Project Scoping.** We anticipate that project scoping will begin before the end of 2024. A contract will be presented to the Board in October 2024.

Project scoping is the critical next step, and it will drive the discussions related to financing options as well as siting alternatives. Scope of the project, siting, and financing are all decisions that will be brought forward to the Board.

### **Timing**

Project development is a long-term activity that will occur over years. The major steps are scoping/design, ballot measure/funding, and construction.

At the start of the work, we developed a conceptual project timeline. The timeline was developed with a goal of placing a proposal on the February 2026 or August 2026 ballot. That is 16 or 20 months into the future. That could seem like a lot of time, but for a process this complicated it is not. It is critical that we are expeditious in our activity. Staff, the committee, and the Board all need to ensure that their individual pieces of the work keep moving forward.



# Jail Replacement Steering Committee Report

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Board of County Commissioners  
October 16, 2024

# Four Meetings

- **March 29**
- **May 31**
- **July 25**
- **September 5**

# March 29

- **Budget Control**
- **Developing a Reserve**
- **Pre-Borrowing Expenses**
- **Funding Options/Bonding Capacity**

# May 31

- **Presentation and Q&A “Communicating to Win Ballot Measures”**
- **Request for Proposals**
  - Overview of responses
  - Schedule for review
- **Overview of current facility and operations**
- **Consideration of Committee Rules**

# July 25

- **RFP Response – Consultant Selection**
  - Next Steps
- **Request for Proposals**
  - Overview of responses
  - Schedule for review
- **Funding Options**
  - Legislative Allocations
  - Tax Measures
    - Property Tax Levy
    - Sales Tax
  - Securing Financing
    - Bond Offering
    - Private Capital

# September 5

- **Communications/PR Consultant Proposal**
- **Request of Diversion Services**
  - Current services
  - Potential services
- **Costs associated with getting to a voter decision**

# Next Steps

- **Project Scoping**
- **Communications/PR RFP**
- **Work with Board on Funding Options**



# Jail Replacement Steering Committee Report

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Board of County Commissioners  
October 16, 2024



# **Request for Proposals**

**Detention Center Ballot Initiative  
Communications**

**Island County, Washington  
County Administration**

**November X, 2024**

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## **A. INTRODUCTION**

Island County is seeking a qualified consultant to develop a communications plan and outreach material to educate the community on a proposal to develop a new facility to replace the Island County Jail.

The existing facility was built in 1972. The 58-bed facility is undersized for the needs of the community and does not offer the facilities to provide rehabilitation and mental health treatment services. As the jail has aged the cost of maintenance has become significant. The County seeks to build a larger facility that includes space for programs to reduce recidivism and to serve the mental health needs of incarcerated people. The jail is located in Coupeville, Washington, the county seat.

Island County is comprised of 21 offices of elected officials and departments and has approximately 500 regular employees working at 23 facilities covering both Whidbey and Camano Islands. The County's current population is 87,000 residents. More information about the range of services and activities can be found at <https://www.islandcountywa.gov/157/Departments-Offices>.

## **B. PURPOSE**

The work is intended to provide the County elected officials and staff the resources to effectively educate the community about the limitations of the existing jail and the proposed solution of developing a new facility. The work will include a communication plan to be executed by County personnel and the messaging that will be conveyed through the communication plan. The goal is to equip County personnel for communication in advance of a ballot measure to fund jail replacement. The project will begin once contracting is complete and will extend up to an election in early to mid-2026.

## **C. CONSULTING SCOPE OF WORK**

The scope of work shall consist of a program developed by the consultant in cooperation with the Jail Replacement Steering Committee. The committee is composed of one County Commissioner, the Sheriff, the Prosecuting Attorney, one Superior Court Judge, and the District Court Judge. The committee is staffed by the County Administrator, and key personnel from the Jail, Courts, Human Services, Facilities and Budget Departments.

The work is expected to include two key components:

- A communication plan, and
- Messaging, to be presented in a variety of media and oral presentations.

The consultant is expected to coordinate the crafting of the message in cooperation with the committee and under the guidance of the County Administrator.

### **Project Scope**

1. Meet with the Jail Replacement Steering Committee and County Administrator, as needed to understand the topic.

2. Develop draft messaging material to be reviewed by the County.
3. Revise and finalize message material.
4. Develop a communication plan that outlines the range of ways the message is to be delivered.  
The County anticipates the plan would include the forums for the delivery, the media to be used, and a calendar outlining the timing of delivering key messages prior to the vote.
5. Assist the County with implementation of the communication plan over the course of the project leading up to the vote.

#### **D. BUDGET**

Island County has estimated that the cost for consulting services being sought in this RFP will be up to \$75,000 for the full term of the project. The program proposed by the consultant should not substantially exceed the budget. Final budget will be established after the selection process based on final negotiated scope of work.

#### **E. CRITERIA FOR SELECTION**

Island County will select the Proposal that is, in Island County's judgment, the most advantageous proposal to Island County, which successfully demonstrates the qualifications and ability to meet the required elements of the scope of work in a productive and cost-efficient manner. Acceptance of the proposal is contingent upon the successful agreement and execution of a contract. To be successful, a proposal must:

- 1) Provide all the required information and meet minimum qualifications as set forth in this Request for Proposals.
- 2) Demonstrate that the consultant has the operational capacity to provide the services required under this contract.
- 3) Demonstrate that the consultant has the education and professional experience to successfully fulfill the contract.
- 4) Demonstrate the ability to meet the required elements of the scope of work in a cost-efficient manner.
- 5) Demonstrate that the consultant has experience developing communication material and communication plans for voter-approved ballot measures.

#### **F. COMMUNICATIONS**

It is the responsibility of the Consultant to read and understand all parts of the Request for Proposals. All communications regarding this Request for Proposals from interested parties must be directed through:

Michael Jones  
County Administrator  
1 NE 7<sup>th</sup> Street  
Coupeville, WA 98239  
(360) 679-7311  
[countyadministration@islandcountywa.gov](mailto:countyadministration@islandcountywa.gov)

The individual identified above is the sole point of contact for any inquiries or information pertaining to this RFP. Consultants who request a clarification of the RFP requirements may submit written questions to the RFP contact person by the date and time specified in the following Schedule. Island County reserves the right to update RFP requirements. Island County will use email to notify Consultants of RFP questions and/or changes.

## **G. SCHEDULE**

This request for proposals will be managed according to the following schedule:

Event	Due Date
Issue RFP via website, newspaper, other	TBD
Deadline to receive Consultant Questions	TBD (4:30pm)
Deadline for Response to Consultant Questions	TBD
<b>Deadline for receiving Consultant's Proposal</b>	<b>TBD (4:30pm)</b>
Anticipated Consultant Interview (as needed)	Week of TBD
Anticipated Final Consultant Selection	TBD

## **H. PROPOSAL INSTRUCTIONS, FORMAT CONTENT AND SUBMISSION**

Submission of Proposal. Consultants must include responses to all of the provisions and items of this RFP using the instructions provided herein for their responses.

- 1) Submission Deadline. All Consultant responses and proposals must be received no later than the date indicated in Section G. Late or incomplete proposals may be rejected. Consultants should note that this is a firm deadline. Island County does not contemplate any extension of the deadline noted herein.
- 2) Responses must mirror the numbering order used throughout this RFP.
- 3) All proposals MUST BE SENT BY EMAIL to county and must be time stamped by Island County's system as received by the submission deadline. Each submitted proposal shall identify the electronic submission by submitting the proposal with the phrase "Island County Jail Replacement Communication Proposal" in the Subject area of the email. Once your proposal is received, you will receive a confirmation via email. Island County assumes no responsibility for delays caused by delivery service.
- 4) Proposals must be in Adobe PDF format.
- 5) Each of the major sections identified below should be separately labeled for ease of identification. Every page of the proposal must be numbered sequentially, including attachments and appendices.
- 6) Prospective Consultants must provide the all the components listed in "I. Proposal Content."
- 7) Proposals must be written in English and are expected to be legible and reasonably organized.

## **I. PROPOSAL CONTENT**

Proposals will be evaluated upon the quality of the proposed solution described in the response to this solicitation document. It is in the Consultant's best interest, therefore, to be thorough and fully responsive in preparing its solutions (answers) to these requirements.

- 1) Cover Letter.
- 2) Similar Engagement Experience. Describe your experience and expertise in providing similar services as defined in Section C, Consulting Scope of Work. Limit to 1 page.
- 3) Proposed Staffing. Discuss how your organization will staff the project. Provide a detailed listing of the key person or persons that you propose for this project, including the titles of staff, team roles (if applicable), and a current resume/curricula vita of each person proposed. Limit to 1 page, excluding resumes/curricula vitae.
- 4) Client References. Provide client references for projects where you have provided consulting services that are similar to those identified in this document. Include client name, client contact, telephone number, the type of work conducted. Provide a minimum of three references.
- 5) Proposed Actions Outline. Describe the steps to be taken to undertake the work including estimated hours spent and project outcomes/work product (reference project scope of work). This should align with the proposed budget. May be combined with either or both budget and project timeline as a single submittal component. No page limit.
- 6) Proposed Budget. Provide a detailed project budget based upon specific deliverables. [NOTE: Travel expenses, facilities, and supplies should all be anticipated in the development of the proposed budget.] No page limit.
- 7) Proposed Project Timeline. Provide a detailed schedule for project tasks from contracting/start of work through completion. No page limit.

## **J. RFP AND PROPOSAL TERMS AND CONDITIONS**

- 1) Right to Withdraw Proposals. Proposals may be withdrawn at any time before proposal deadline.
- 2) Right to Reject/Accept Proposals. Island County reserves the right to accept any proposal or, at its discretion, reject any or all proposals.
- 3) Right to Modify Proposals. Island County reserves the right to, but is not obligated to, modify minor irregularities in proposals received. If discrepancies between sections or other errors are found in a proposal, Island County may reject the proposal. Consultants are responsible for all errors or omissions in their proposals, and any such errors or omissions will not serve to diminish Consultants obligations to Island County.
- 4) Non Collusion. Submittal of a proposal constitutes a representation by the offeror that the offer is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the offeror has not induced or solicited others to submit a sham offer, or to refrain from proposing.
- 5) Errors and Omissions. The County will not consider a claim of an error in offer, unless the claim is presented in writing with 24 hours (or the next working day) after the offer is received.
- 6) Non-responsive Submittals. Any response that does not reasonably comply with the instructions, in the County's sole judgment, may be rejected as incomplete, and may be declared unresponsive.

- 7) Additional Information. Island County reserves the right to request and/or obtain additional information as required.
- 8) Island County Not Responsible for Proposal Expenses. Receipt of a proposal does not obligate Island County to pay any expenses incurred by the Consultant in the preparation of proposal or obligate Island County in any other respect.
- 9) Public Information. Submittals will be considered public information once an award is made. It is the County's policy to make documents that are subject to the WA State Public Records Act (see RCW Chapter 42.17), available for review upon final award. The County's policy is to retain without disclosure all documents received until award is made and while the County is utilizing those documents for negotiations and/or considerations in order to assure that such disclosures will not affect cost to the County. Any information contained in the proposal that is proprietary must be clearly designated. Even if information in a proposal is marked "confidential" or "proprietary", such information may be subject to public disclosure pursuant to applicable law (including, but not limited to RCW 42.56). Marking the entire proposal as "proprietary" or "confidential" will neither be accepted nor honored. If a public records request is received for a Consultant's proposal, Island County will comply according to the Public Records Act, Chapter 42.56 Revised Code of Washington (RCW). By submitting a proposal, all Consultants recognize and agree that any proposal, information, documents, data, etc. provided to the County may be subject to disclosure pursuant to applicable law (including, but not limited to RCW 42.56), and any Consultant submitting a proposal expressly waives any claim(s) for damages against the County arising from and/or related to the release of any information provided to the County which is subject to public disclosure (as determined by the County, at the County's sole judgment and discretion), even if such information is arguably exempt from disclosure pursuant to applicable law.
- 10) RFP, Proposals Do Not Obligate. Neither the publication nor distribution of the RFP, or the receipt of proposals, constitutes any obligation or commitment on the part of Island County.
- 11) Proposal Evaluation and Project Consultant Selection. The proposals will be evaluated by a team from Island County Government. Island County will initially check the Consultant's proposal to validate all information required to conform to this RFP is included. Absence of required information may be cause for rejection.
- 12) Evaluations and Final Selection. Island County will select the Proposal that has, in Island County's judgment, the most advantageous proposal to Island County. The selected respondent will be notified in writing or email by the date indicated in the Schedule. Island County will start contract negotiation with the successful respondent.
- 13) Negotiations. Island County will enter into negotiations with the selected respondent as a result of the evaluation process. The negotiations may cover cost, technical, financial, contractual, or other clarifications needed to make a decision. Island County reserves the right to also negotiate with the other top-rated respondents in the event it is determined by Island County that the selected respondent and Island County cannot agree to contracting terms.
- 14) Final Authority. The final authority to award contracts as a result of this RFP rests solely with Island County. All submittals become the property of Island County.



**ISLAND COUNTY FACILITIES**

**WORK SESSION AGENDA**

**MEETING DATE: 10/9/2024**

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**To:** Jill Johnson, Chair  
Board of Island County Commissioners

**From:** Ryan Beach, Director

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**Amount of time requested for agenda discussion. 15 minutes**

**DIVISION: Not Applicable**

**Agenda Item No.: 2**

**Subject: Jail Feasibility Study Contract**

**Description:** Contact with CGL to complete a feasibility study on the Adult Jail and Juvenile Detention center.

**Attachment:** **CGL 24-06, DRAFT Schedule, DRAFT Letter of Award**

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

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

**IT Review:** Not Applicable

**Budget Review:** Complete

**P.A. Review:** Complete

CONSULTANT SERVICE AGREEMENT – Island County Adult Jail and Juvenile Feasibility Study and  
Needs Assessment

This Consultant Service agreement (“**Agreement**”) is entered into by and between Island County, Washington (Island County) located at 107 NE 6<sup>th</sup> Street Coupeville, Washington 98239, and CGL Management Group, LLC (“CGL”) located at 5200 Waterford District Dr. Suite 430, Miami, FL 33126, for consultant services related to the Island County Adult Jail and Juvenile Feasibility Study and Needs Assessment RFP No. 24-06 (“**Project**”) and shall become effective upon the full execution by all parties as of the date of the last party to sign below (the “Effective Date”).

CGL and Island County agree as follows:

## 1.0 AGREEMENT

1.1 Documents: This Agreement constitutes the entire contract between CGL and Island County for services related to the Project and supersedes all prior and contemporaneous communications, representations and contracts, oral, and written, with respect to its subject matter. Notwithstanding the foregoing, CGL acknowledges and agrees that it shall be subject to the terms and conditions of the consultant agreement by and between CGL and Island County (“**Client**”).

This Agreement incorporates the following documents(s):

<u>Exhibit:</u>	<u>Exhibit Title:</u>	<u>Exhibit Date:</u>
Exhibit-A	Scope of Services	9/13/2024
Exhibit-B	Fee	9/13/2024
Exhibit-C	Schedule	9/13/2024

Exhibit-A is incorporated for the limited purposes of establishing CGL’s Services and Compensation. All other terms and conditions stated in Exhibit-A are excluded from the Agreement.

1.2 Conflicts: If a conflict, ambiguity, or other discrepancy exists in the interpretation of this Agreement, CGL must comply with the more stringent obligation, duty, and responsibility.

1.3 Modifications: No subsequent agreement between CGL and Island County binds on either party unless it is in writing and signed by the authorized representative of both CGL and Island County.

## **2.0 COMPENSATION**

- 2.1 Basic Compensation. For Proper performance of Basic Services, subject to Article 5.0 CGL will pay CGL the lump sum fee of \$252,950.
- 2.2 Additional Compensation. For proper performance of CGL's authorized Additional Services, subject to Article 5.0, Island County will pay for CGL on any hourly basis in accordance with the hourly billing rates stated in Exhibit-B.

## **3.0 SERVICES**

“**Services**” refers to all Basic and Additional Services as follows:

- 3.1 Basic Services. CGL will perform all services required of it in Exhibit-A and all other services customarily provided by other Consultants performing the same or similar services on projects of the same or similar size and complexity (“**Basic Services**”).
- 3.2 Additional Services. CGL will perform other services within its expertise, but not part of Basic Services, if and only to the extent such services are requested in writing by Island County (“**Additional Services**”). Island County has no obligation to compensate CGL for any Additional Services performed without written authorization. CGL has a duty to notify Island County immediately by telephone and confirm in writing within three (3) business days, following the occurrence of any event, condition or circumstance that may require CGL to perform Additional Services. Island County will determine and advise CGL the extent such Additional Services are authorized in writing.
- 3.3 Standard of Care. CGL has a duty to perform all Services reasonably expected of a properly qualified and competent Consultant performing in the same or similar services on projects of similar size and complexity.

## **4.0 SCHEDULE**

- 4.1 Conditional Payments. Island County’s obligation to pay Compensation is contingent upon acceptance and receipt of services from CGL.
- 4.2 Timely performance is a material obligation and stated time limitations are of the essence in this Agreement. CGL has a duty to perform all Services to the best of its ability in accordance with the time requirements indicated by the County. In all instances, CGL will perform the Services expeditiously, so as not to cause a delay to Island County.

## **5.0 PAYMENT**

- 5.1 Withholding. Island County may withhold from payment any amount Island County determines in good faith to be reasonably necessary to protect Island County from loss resulting from CGL's failure to comply with a material obligation of this Agreement.
- 5.2 Invoicing. CGL will submit a monthly invoice by the fifth (5<sup>th</sup>) day of each calendar month. Each invoice will itemize in detail the full amount of Compensation and Reimbursable Expenses incurred through the last day of the preceding month. Proper documentation must accompany each invoice in a form reasonably acceptable to Island County. At a minimum, proper documentation includes, but is not limited to, the following information current through the date of CGL's invoice: (1) CGL's project number, (2) project name and description, (3) name of CGL's authorized representative or project manager, (4) invoice number and date of invoice, (5) description of professional services rendered and date of performance, (6) contract type (stipulated sum, or hourly), (7) contract amount (by phase), (8) percentage complete (by phase), (9) invoice amount (by phase – current and previous), and (10) amount invoiced to date. CGL will represent that the information contained in the invoice is true and correct. Island County reserves the right to contest any such invoice submitted for payment.
- 5.3 Taxes. Every payment to CGL under this Agreement is inclusive of every kind of tax, duty, withholding, assessments, and other levies imposed by any tax authority with jurisdiction over such payment.
- 5.4 Hourly Rates. The hourly rates stated in Exhibit-B are applicable to the position for which the rates are specified. The substitution or replacement of an individual in any position does not result in an increase to the corresponding hourly rate. CGL's hourly rates are fixed from the date of this Agreement and extending until the later of twelve (12) months following the date of this Agreement. Thereafter, CGL may request in writing an adjustment to the hour rates, which will occur only following Island County's written approval.
- 5.5 Payments to Third Parties. CGL will promptly pay all subcontractors, vendors, suppliers and other third parties furnishing to CGL any services, labor, or materials related to the Project. CGL has a material obligation to pay such third parties within the shorter of the maximum time period permitted by Applicable Law or (30) calendar days after receipt of payment from Island County.

## 6.0 INSURANCE

6.1 Insurance Policies & Minimum Coverage Limits. During the Coverage Term described in Section 6.2, CGL has a duty to procure and maintain the Insurance Policies stated below with the minimum limits of liability equal to or greater than the minimum Coverage Limits required below. All premiums for insurance coverage required by the Agreement are the sole responsibility of CGL and included in CGL's Compensation. The required Insurance Policies and Minimum Coverage Limits are:

<u>Insurance Policies:</u>	<u>Minimum Coverage Limits:</u>
Workers' Compensation	Statutory
Employer's Liability	USD 1,000.000 (Per Occurrence/Aggregate)
General Liability	USD 2,000,000 (Per Occurrence/Aggregate)
Automobile Liability	USD 1,000,000 (Per Occurrence/Aggregate)
Excess (Umbrella) Liability	USD 1,000.000 (Per Occurrence/Aggregate)
Professional Liability	USD 1,000,000 (Per Occurrence/Aggregate)

6.2 Coverage Term. Each policy of Professional Liability insurance will be retroactive to the earlier of the date of this Agreement or the actual date of commencement of the Services. All Insurance Policies continue during performance of this Agreement and for a period extending until the later of: (1) three years following the date of Completion of the Project, and (2) the date applicable statute(s) of limitation expire ("Coverage Term").

6.3 Evidence of Insurance. Prior to commencing the Services, CGL has a duty to provide Island County with a certificate of insurance evidencing compliance with the requirements of this Agreement. Each certificate will stipulate that if the required insurance policies are to be canceled prior to completion or termination of this Agreement, the issuing company will provide Island County at least thirty (30) days' prior written notice of such event. Island County's receipt of CGL's certificate(s) of insurance is a condition preceding CGL's right to any receive payment of any amount under this Agreement. The failure to provide certificate(s) of insurance with thirty (30) days following the date of this Agreement is a material nonperformance.

6.4 Representation & Warranty of Insurance Coverage. CGL represents that it now carries and will continue to maintain during the Coverage Term the Insurance Policies and Minimum Coverage Limits stated in this Article. During the Coverage Term, CGL warrants that it will maintain the Minimum Coverage Limits stated in this Article and that its insurance policies are and will remain in compliance with the following: (1) CGL is named

on CGL's General Liability and Automobile Liability policies; (2) each of CGL's insurance policies is primary to, non-contributing and not in excess of any other insurance available to CGL.

## **7.0 INDEMNIFICATION**

7.1 CGL has a duty to indemnify and hold the County harmless from every claim, demand, damage, lien, cause of action, award, judgment, cost expense, fee (including reasonable attorney's fees and expenses) and other loss to the extent caused by: (1) any negligent or wrongful act, error, or omission by CGL or any party for whose conduct CGL is legally responsible, (2) breach of this Agreement by CGL, (3) any copyright or patent infringement by CGL or any party for whose conduct CGL is legally responsible, (4) any failure to comply with laws (including Applicable Law), regulations, codes, ordinances, and other requirements of governing authorities by CGL or any party for whose conduct CGL is legally responsible, (5) any failure to pay any service, withholding, or other tax by CGL or any other party for whose conduct CGL is legally responsible, and/or (6) any failure to pay third parties after receipt of payment from the CGL as required by Section 5.5. In the event the County is a defendant or respondent in a cause of action, dispute (including Disputes) or other claim based, in whole or in part, on the alleged act error or omission of CGL or any party for whose conduct CGL is legally responsible. CGL has a duty to reasonably cooperate with the County in responding to such cause of action, dispute, or other claim. Reasonable cooperation includes at a minimum, furnishing appropriate expert or other testimony, timely responding to requests for discovery of documents and other information, and/or otherwise furnishing reasonable assistance to the County and its counsel until such claim is finally resolved.

## **8.0 DELIVERABLES**

8.1 **Deliverables, Copyrights, and Use.** Upon execution of this Agreement, CGL grants, conveys, and otherwise transfers to Island County all ownership and copyrights in all drawings, specifications, and other documents (electronic, paper, digital, photographic, and other media) prepared by CGL under this Agreement ("Deliverables"). CGL has an unconditional duty to provide all Deliverables to Island County on or before the date such documents are required to be delivered under this Agreement or within seven (7) days following receipt of a written demand for delivery by Island County, which is later. CGL's failure to provide the Deliverables in accordance with this Article is a material breach of this Agreement. In no event is payment of compensation or any other amount a condition precedent to the obligation to provide the Deliverables as required by this Article. CGL may retain copies, including reproducible copies, of the Deliverables for information, reference, or other reasons required by law. CGL will not make changes to any drawings,

specifications, or other documents (including, without limitation, electronic files) furnished to Island County without prior written consent. All drawings, specifications, and other documents (electronic, paper, digital, photographic, and other media) provided to CGL remain the property of Island County. Island County will indemnify and hold CGL harmless if Island County uses the Deliverables for any purpose unrelated to the Project without CGL's written consent or professional involvement.

## **9.0 TERMINATION**

9.1 Island County may terminate or suspend performance under this Agreement on the seventh (7<sup>th</sup>) calendar day following CGL's receipt of Island County's written notice of termination for cause and for any reason including, without limitation, the convenience of Island County. The term "cause" includes, without limitation: (1) actions which may result in a significant detriment to Island County, (2) the material breach of this Agreement, (3) the failure to carry, maintain or otherwise provide evidence CGL has procured the insurance required by this Agreement, (4) The failure to timely perform the Services, (5) the failure to provide the Deliverables as required by this Agreement, and (6) the failure to pay third parties after receipt of payment from the Island County as required by Section 5.5. On the effective date of termination or suspension CGL has a duty to immediately cease further performance of the Services and promptly take such actions as are reasonably required to secure the Deliverables. Within seven (7) days following receipt of notice of termination or suspension, CGL has a duty to: (a) deliver to Island County originals of the Deliverables (whether or not completed) together with all confidential information and other documents which are the property of Island County, and (b) submit to Island County a final invoice through the effective date of termination or suspension. Island County's obligation to pay CGL's final invoice is conditioned upon receipt of the Deliverables (current as of the effective date of termination or suspension).

## **10.0 DISPUTES**

10.1 **Definitions.** The following definitions apply: (1) "**Applicable Law**" means the laws of the jurisdiction in which the Services are being provided, (2) "**Dispute**" means any controversy, claim, cause of action, demand, or other dispute arising out of relating to this Agreement or the Project, (3) "**Forum**" means the American Arbitration Association, (4) "**Rules**" mean the construction industry rules of the Forum, current on the earliest date notice of a Dispute is given or received by a party, and (5) "**Venue**" means the city, state/providence, and country of the Island County office designated in the preamble to this Agreement.

10.2 **Disputes Involving Island County as a Party.** CGL consents to final resolution of any Dispute in which the Island County is a party in accordance with the dispute resolution procedure (including but not limited to, mediation and binding arbitration), governing law, and venue.

10.3 Other Duties. Any Dispute that is not subject to Section 10.2 is resolved as follows:

1. *Applicable Law Venue & Jurisdiction.* Applicable Law controls the interpretation and performance of this Agreement, exclusive of any conflict of law provisions. Venue is the place where all mediation, arbitration, litigation, and other dispute resolution proceedings under this Agreement will occur and the courts of this location have exclusive jurisdiction over any litigation proceedings related to this Agreement. Island County and CGL mutually submit to personal jurisdiction of such courts.
2. *Mediation.* Disputes are initially referred to nonbinding mediation as a condition precedent to any further dispute resolution proceedings. Island County and CGL will mutually agree to the appointment of a mediator within ten (10) days following a party's demand for mediation or, if the parties are unable to reach agreement within such time period, the Forum will appoint a mediator with experience in mediating complex construction-related disputes. Island County and CGL will share equally in the cost of the mediator. Mediation will occur no more than thirty (30) days from the date the mediator is appointed. If a Dispute is settled through mediation, the terms of settlement must be reduced to writing and signed by Island County and CGL. If the parties fail to reach agreement within thirty (30) days following appointment of the mediator, then either party may submit the Dispute to arbitration or litigation in accordance with this Article.
3. *Arbitration.* Disputes which are not resolved through mediation and the total amount in controversy between Island County and CGL (exclusive of attorney's fees) is equal to or less than USD 100, 000 are finally resolved by arbitration before a single arbitrator administered by the Forum in accordance with the Rules, except to the extent otherwise provided in this Agreement. A demand for arbitration will be filed in writing with the other party and with the Forum and will be made within a reasonable time after the events, conditions, or circumstances giving rise to the Dispute occur; provided, however, in no event will the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Dispute would be barred by the application statute of limitations. Island County and CGL will mutually agree to an arbitrator within ten (10) days following a party's demand for arbitrator in accordance with the Rules with experience in arbitrating complex construction related disputes. Arbitration proceedings will commence no more than thirty (30) days from the date the arbitrator is appointed. The award rendered by the arbitrator is final, and judgment may be entered upon it in accordance with the prevailing arbitration law governing enforcement of arbitral awards in any court having jurisdiction over the assets of a party. Every agreement to arbitrate is specifically enforceable in accordance with Applicable Law in any court having jurisdiction over the party against whom is sought.
4. *Litigation.* Disputes which are not resolved through mediation and the total amount in controversy between Island County and CGL (exclusive of attorney's fees) is greater

than USD 100,000 are finally resolved by litigation in any federal, state or provincial court of competent jurisdiction residing in the Venue. Island County and CGL mutually submit to personal jurisdiction of such courts. Notwithstanding terms to the contrary, all Disputes seeking injunctive relief as the sole remedy are resolved by litigation in accordance with this Section.

- 10.4 Limitations. Resolution of a Dispute commences a reasonable time following the occurrence of an event, condition, or circumstance giving rise to the Dispute; provided, however, in no event will either party initiate arbitration or litigation after the date when legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations. Island County and CGL agree that tolling of limitation period on causes of action by either party for indemnification under this Agreement commences to run on the date the party seeking indemnification actually incurs a quantifiable loss (exclusive of related attorneys' fees, court/arbitration costs and other related expenses).
- 10.5 Continued Performance. Pending resolution of any Dispute, CGL has a duty to continue performing the Services in accordance with this Agreement. Island County will continue to pay CGL properly due and undisputed amounts owed under this Agreement.
- 10.6 Consolidation and Joinder. CGL hereby unconditionally consents to consolidation and joinder in any dispute resolution proceeding (including, but not limited to, binding arbitration) in which Island County is a party and the matter in controversy results, in whole or in part, from the actual or alleged act, error, or omission of CGL.

## **11.0 COMPLIANCE WITH ANTI-BRIBERY/ANTI-CORRUPTION LAWS**

- 11.1 CGL acknowledges that it is familiar with and shall comply with all laws prohibiting bribery and corrupt practices including, but not limited to, the United States Foreign Corrupt Practices Act. CGL is deemed to have breached this Agreement (which Island County may immediately terminate) if it is shown that CGL participated in: (1) offering, giving, receiving, or soliciting anything of value with a view to influencing the behavior or action of anyone, whether a public official or otherwise, directly or indirectly in the selection process or in the performance of Services under this Agreement, (2) a misrepresentation of facts in order to influence a selection process or the execution of a contract to the benefit of CGL and/or Island County, including the use of collusive practices intended to stifle or reduce the benefits of free and open competition, or (3) any other violation of Applicable Law.
- 11.2 CGL warrants and represents the following are true statements and will remain true during performance of the Services: (1) CGL is authorized and duly qualified to perform the Services required in this Agreement, (2) none of CGL's personnel are foreign or domestic government employees, official or other representatives, (3) no money paid or thing of value given to CGL by Island County will be paid, given, or otherwise transferred directly or

indirectly to any foreign or domestic government, employee, official or other representative, (4) CGL is not in material violation of any laws, rules, or imposed, asserted, or threatened against CGL under any foreign, federal, state, local, or other law, or regulation relating to employment immigration, foreign, or domestic corrupt practices or the avoidance of assertion of any such citation, fine, or penalty. CGL will promptly notify Island County in writing if circumstances arise that would cause any of the foregoing statement to become false at any time during performance of the Services.

## 12.0 AUDIT RIGHTS

- 12.1 For a period of three (3) years following completion of the Services required by this Agreement, CGL has a duty to maintain accurate and complete records of all transactions, gifts, donations, contributions, correspondence and other matters related to the Project and this Agreement (collectively referred to as "**Consultant Records**"). Consultant Records will be kept in accordance with Generally Accepted Accounting Principles and will include by way of example and not limitation, proper and complete documentation of all funds received and paid by CGL for any purpose related to the Project and/or this Agreement. All amounts received and paid by CGL will be supported by timesheets, invoices, receipts, and such other documents as may be necessary to determine how such funds are used by CGL and its third party payees. CGL will make Consultant Records available to Island County, its agents, auditors, representatives and other designees for review, inspection, and audit at any time during normal business hours at CGL's office referenced in the preamble to this Agreement.

## 13.0 MISCELLANEOUS

- 13.1 Severability. If any provision or part of a provision of this Agreement is determined to be superseded, invalid, illegal, or otherwise unenforceable under any Applicable Law or court order, such determination will not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Agreement, which remain in full force and effect as if the unenforceable provision or part were deleted.
- 13.2 No Waiver. The failure of either party to insist, in any one or more instances, on the performance of any obligation or right under the Agreement does not constitute a waiver or relinquishment of such obligation or right with respect to future performance.
- 13.3 Independent Contractor. CGL is an independent contractor, not an employee of Island County. Without limiting the foregoing, CGL acknowledges and agrees that Island County will not include employees of CGL in any of its employee benefit plans and CGL will pay taxes on payments received.
- 13.4 Successors and Assigns. Island County and CGL, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this

Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither Party will assign, sublet, or transfer any interest in this Agreement without the written consent of the other, provided.

- 13.5 **Consultant.** No portion of the Services may be contracted to any other party without the prior written consent of Island County. In the event of such consent is given, CGL must include in all contracts terms and conditions which bind each consultant to CGL to the same extent CGL is bound to Island County in this Agreement including, but not limited to, the payment, indemnification, dispute resolution and audit terms. Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either CGL or Island County.
- 13.6 **Federal Contracts.** The following apply to all agreements in which the Island County or end user is the United States Government. The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnamese era set forth in 41 CFT 60-250.5, the affirmative action commitment for disabled veterans and other protected veterans, set forth in 41 CFR 60-300.5, the affirmative action clause for disabled workers, set forth in 41 CFR 60-741.5, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this Agreement. By accepting this Agreement, CGL certifies that it complies with the authorities cited above and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8, if applicable.
- 13.7 **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which is deemed an original. When proving this Agreement, it is only necessary to produce or account for the counterpart signed by the party against whom the proof is being presented.
- 13.8 **Notices & Authorized Representatives.** Notices are sufficient if in writing and delivered by hand, email, or by regular mail to the authorized representative of the other party; notices sent by regular mail will also be transmitted by facsimile or email at the time of mailing. Unless otherwise designated in writing, the signatories to this Agreement are the parties authorized representative for all purpose.

[SIGNATURE PAGE FOLLOWS]

This Agreement is accepted for:

**CGL Management Group, LLC:**

By:

Karl Becker

Title: Executive Vice President

Date: \_\_\_\_\_

This Agreement is accepted for:

**Island County:**

By:

\_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

5200 Waterford District Dr. Suite 430, Miami, FL 33126 107 NE 6<sup>th</sup> Street Coupeville, Washington 98239  
(Address) (Address)

217-414-9895  
(Telephone)

\_\_\_\_\_  
(Telephone)

## **Exhibit A: Terms and Conditions / Scope of Services**

### **Project Background**

CGL has been contracted by Island County to complete a feasibility and needs assessment study of both the Adult Jail and Juvenile facilities. Specifically, CGL's scope will include the following:

### **Task 1 – Project Kickoff - Initial Meetings with Island County Management**

- Clarify Project Objectives: A clear and concise definition of the project's goals and outcomes.
- Identify Data Needs: A comprehensive list of data required to complete the study, including sources and formats.
- Finalize Project Work Schedule: A detailed timeline outlining project phases, milestones, and responsibilities.
- Establish Progress Reporting Protocols: Agreed-upon methods and frequency for providing project updates to the County.
- Define Communication Channels: Clear guidelines for communication between the project team and the County Project Manager.

### **Task 2 - Stakeholder Meetings/ Interviews**

- Schedule meetings with key stakeholders: This includes coordinating meeting times and attendees.
- Coordinate all meetings with the County Project Manager: Ensuring alignment and communication with the project lead.
- Identify primary justice system issues: A clear list or summary of the main problems affecting the county's justice system.

- Analysis of how issues affect the jail and juvenile detention facilities: A detailed breakdown of the impact of identified issues on these facilities.

### **Task 3 - Facility Conditions Overview**

#### **Overall Facility Assessment**

- Assessment of the general condition of each facility.
- Determine the remaining life expectancy for each facility.
- Detailed analysis of the age, condition, and adequacy of each major facility or building system.
- Identify improvements required to meet contemporary correctional standards, safety codes, and technological advancements with relation to best practice.
- Recommend facility modifications to accommodate projected population and service delivery needs with relation to best practice.

### **Task 4 - Offender Population Analysis**

#### **Comprehensive study of the justice system offender population:**

- Demographic analysis of the inmate population.
- Identification and documentation of local criminal activity types and extent.
- Assess program needs for the offender population.

#### **Analysis of potential changes in the justice system population:**

- Evaluate the impact of state and local policies on population size, security requirements, characteristics, and programmatic needs.
- Assess the impact of underlying demographic and societal changes on the justice system population.

### **In-depth analysis of the jail's classification system:**

- Evaluate the current classification system's effectiveness in meeting security and housing requirements.

### **Task 5 - Inventory Custody Resources**

- Assessment of Current Jail Capacity: A detailed analysis of the available capacity within existing jail facilities.
- Current Bed Capacity Levels: A breakdown of the current bed capacity for each major classification grouping of inmates.
- Daily Housing Requirements: A defined methodology for determining how the inmate population must be housed on a daily basis.

### **Task 6 - Forecast Jail Capacity Needs**

- 20-Year Inmate Population Projection: Provide a detailed forecast of the jail's inmate population using the CGL population projection model.
- Bed Capacity Forecast: Provide projections of the required bed capacity for the jail, categorized by inmate classification and special needs.
- Peaking Factor: Calculate and determine a factor to account for fluctuations in the inmate population.
- Long-Term Inmate Population Forecast: A long-term projection of the inmate population using the Wizard Projection Model.
- Impact Analysis of Program Initiatives: Assess the impact of current and planned programs on the inmate population.
- Data Compilation: Gather and organize county data on inmate population, demographics, economic trends, and crime rates.

- Model Development/Refinement: Potential refinement of the CGL and Wizard Projection Models for specific project requirements.
- Data Analysis and Visualization: Presentation of data and projections through graphs, charts, and other visual aids.
- Documentation: Detailed documentation of the methodology, data sources, assumptions, and results.

## **Task 7 - State and Federal Regulations**

- Compliance Assessment: Evaluate current and anticipated regulations and best practices at the state and national levels.
- Regulatory Impact Analysis: Assess how potential future regulations will affect facility design, operations, and costs.
- Best Practice Implementation Plan: Outline of strategies to incorporate identified best practices into the new facilities.
- Facility Design Guidelines: Detailed specifications for the new facilities, incorporating regulatory and best practice requirements.

## **Facility Design Evaluation**

- Assess the adequacy of jail facility design to meet current and projected needs.
- Provide detailed analysis of space allocations for core system functions.
- Evaluate current facility space utilization and allocation efficiency.

## **Specific Area Assessments**

- Analyze facility custody levels and capacity.
- Evaluate housing practices, including single, double, and dormitory space utilization and dayroom space allocations.

Assess direct and indirect supervision design and operational effectiveness in housing units.

- Evaluate intake and release processing facilities.
- Analyze visitation space, including attorney and confidential interview areas and family visitation.
- Assess program space, including classrooms and meeting areas.
- Evaluate support services areas, including dietary, laundry, maintenance, and warehouse facilities.
- Analyze medical and mental health areas, including infirmaries, clinical spaces, special housing, and sobering cells.
- Assess of recreation facilities.
- Evaluate administration, control rooms, public areas, and other support spaces.
- Provide a comprehensive report detailing the findings of the overall facility assessment and facility design evaluation.
- Provide specific recommendations for improvements and modifications to address identified deficiencies.
- Provide a prioritized list of recommended projects with estimated costs and timelines.

### **Task 8 - Site Analysis**

- Evaluate Potential Sites: A comprehensive analysis of the three potential sites based on the specified criteria.
- Provide cost estimate for each option presented.
- Final Recommendations: Development of recommendations for the desired location based on the evaluation.

- Presentation to the County: A presentation outlining the selected location and the rationale behind the decision.
- Criteria Definition: A clear definition of the evaluation criteria (feasibility of expansion, traffic accessibility, surrounding area impact, parking, environmental, and sociological concerns).
- Site Analysis: Detailed analysis of each site, including data on area, location, flood zones, soil conditions, transportation access, proximity to courts and community centers.
- Evaluation Matrix: A structured comparison of the three sites based on the defined criteria.

### **Task 9 – Recommendations/ Cost Estimation**

- Options Development:
  - ❖ Identify opportunities for achieving system goals in all facets of county jail operations.
  - ❖ Provide detailed recommendations on population management, staffing levels, facility needs, capacity development, and improvements in efficiency and effectiveness.
  - ❖ Include implementation strategies to support recommendations.
  - ❖ Provide cost estimates for recommendations.

### **Task 10 – Draft Report**

- Issue draft report to County for full review, comments, suggestions with all comments back to CGL.

### **Task 11 – Final Report**

- CGL to Issue final report to County with all changes incorporated from the draft report.

## **Task 12 – Project Management Virtual Reviews**

- Conduct bi-weekly progress/update meetings between the County project manager and the CGL/KMD team.

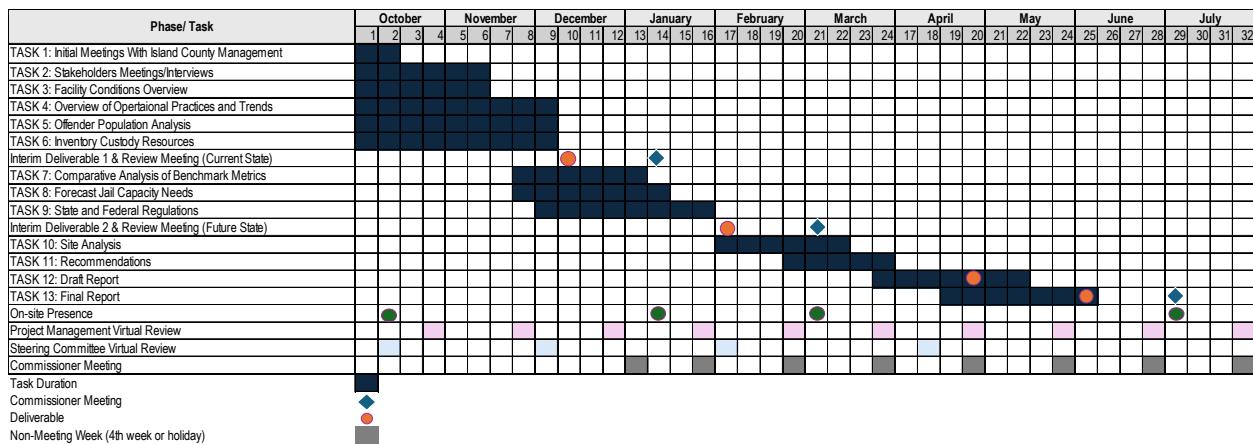
## Exhibit B: Fee

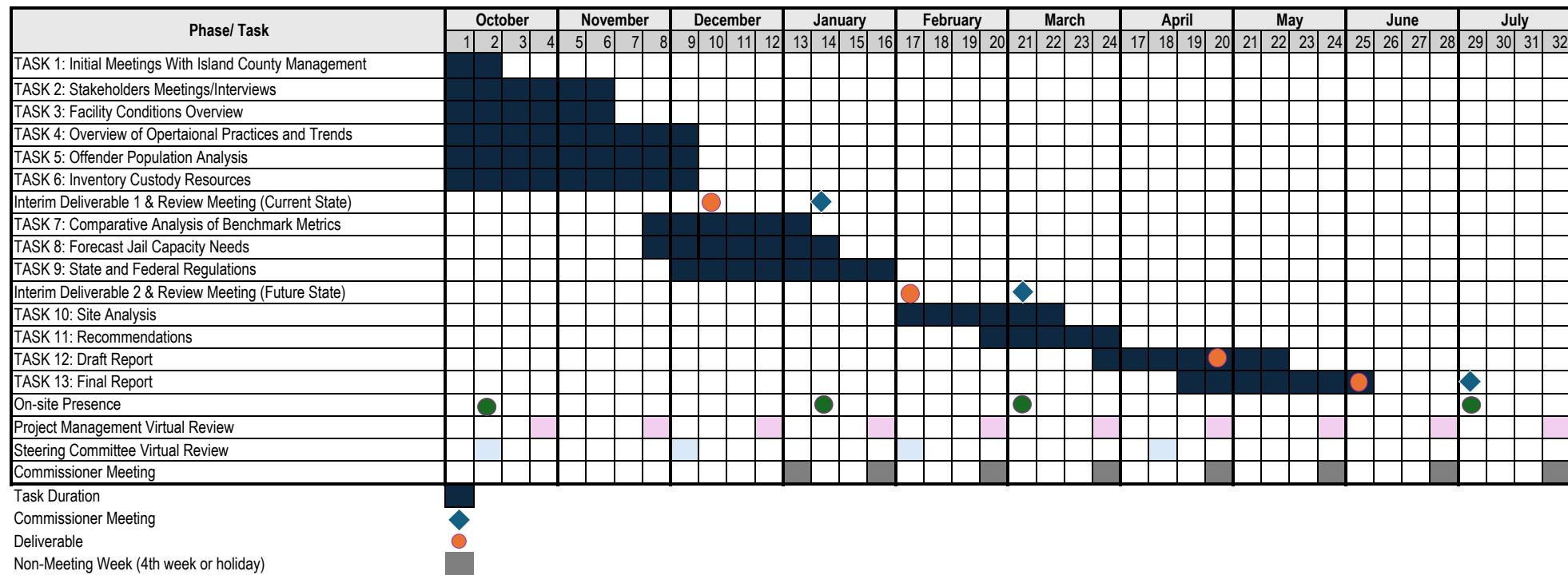
**Total Fee for CGL Management Group, LLC is \$252,950 which includes all expenses**

Task Descriptions	Fee		Reimbursables	<b>Total</b>
	hours	cost		
Task 1: Project Kickoff	46	\$ 11,470	\$ -	\$ 11,470
Task 2: Individual Stakeholder Meetings	96	\$ 23,960	\$ 7,555	\$ 31,515
Task 3: Facility Conditions Overview	76	\$ 18,340	\$ -	\$ 18,340
Task 4: Offender Population Analysis	78	\$ 17,750	\$ -	\$ 17,750
Task 5: Inventory of Custody Resources	30	\$ 7,930	\$ -	\$ 7,930
<i>Interim Deliverable &amp; Review Meetings</i>	110	\$ 26,610	\$ 5,666	\$ 32,276
Task 6: Forecast Jail Capacity Needs	32	\$ 7,680	\$ -	\$ 7,680
Task 7: State and Federal Regulations Analysis	26	\$ 6,250	\$ -	\$ 6,250
<i>Interim Deliverable &amp; Review Meetings</i>	126	\$ 29,450	\$ 5,666	\$ 35,116
Task 8: Site Analysis	28	\$ 6,070	\$ -	\$ 6,070
Task 9: Recommendations/ Cost Estimation	88	\$ 21,690	\$ -	\$ 21,690
Task 10: Draft Report	82	\$ 18,870	\$ -	\$ 18,870
Task 11: Final Report	98	\$ 22,490	\$ 2,833	\$ 25,323
Task 12: Monthly checkin meetings	53	\$ 12,670	\$ -	\$ 12,670
<b>TOTALS</b>	<b>969</b>	<b>\$ 231,230</b>	<b>\$ 21,720</b>	<b>\$ 252,950</b>

## Exhibit C: Schedule

**A phased development plan for the project with a start the first week of October 2024, is illustrated below.**







## Island County – Facilities Management

*Ryan Beach – Facilities Director*

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

Ph: Whidbey 360-678-7871 | From S Whidbey 360-321-5111 | Camano 360-387-3443

Email: R.Beach@islandcountywa.gov | [www.islandcountywa.gov](http://www.islandcountywa.gov)

October 9, 2024

Island County Board of Commissioners  
1 NE 7<sup>th</sup> Street  
Coupeville, WA 98239

RE: Consultant Recommendation for the Jail Feasibility Study

Dear Commissioners,

I am writing to formally communicate the findings of the consultant selection process for the Island County Jail Feasibility Study. Three qualified firms were invited to present their proposals, participate in interviews, and compete for the opportunity to conduct this critical study.

The evaluation committee diligently assessed each consultant based on the following criteria:

- Experience in correctional facility planning and design
- Understanding of Island County's unique challenges and opportunities
- Methodology and project approach
- Qualifications of project team
- Proposed project timeline and budget

After careful consideration of the presentations, interviews, and written proposals, the committee has determined that CGL Management, LLC is the most qualified firm to conduct the Island County Jail Feasibility Study.

CGL demonstrated a comprehensive understanding of Island County's specific needs and presented a well-structured and innovative approach to the study. Their team possesses a strong track record in correctional facility projects, and their proposed program aligns most closely with the county's objectives.

While Jay Farbstein & Associates and CRA & Associates offered valuable insights and proposals, their submissions did not meet the evaluation criteria as comprehensively as CGL. I recommend that the Board of Commissioners contract with CGL Management, LLC to perform the Island County Jail Feasibility Study.

Sincerely,

Ryan Beach  
Facilities Director



**ISLAND COUNTY TREASURER**

**WORK SESSION AGENDA**

**MEETING DATE: 10/16/2024**

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**To:** Jill Johnson, Chair  
Board of Island County Commissioners  
**From:** Tony Lam, Treasurer

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

**DIVISION:** Administrative

**Agenda Item No.:** 1

**Subject:** September 2024 Treasurer's Report

**Description:** Financial & Treasury Activity for the month of September 2024

**Attachment:** September Treasurer's Report

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

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

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

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

**Treasurer's Monthly Report**  
 Financial Data as of September 30, 2024  
 To be presented at Work Session October 16, 2024

- Investment Rates and Balances as of September 30, 2024:

DESCRIPTION	RATE
ICT Investment Pool	2.96%
WA State Treasurer LGIP	5.23%
US Treasury, 3 month	4.63%
US Treasury, 6 month	4.41%
US Treasury, 1 year	3.96%
US Treasury, 2 year	3.59%
US Treasury, 3 year	3.51%
US Treasury, 4 year	3.52%
US Treasury, 5 year	3.52%

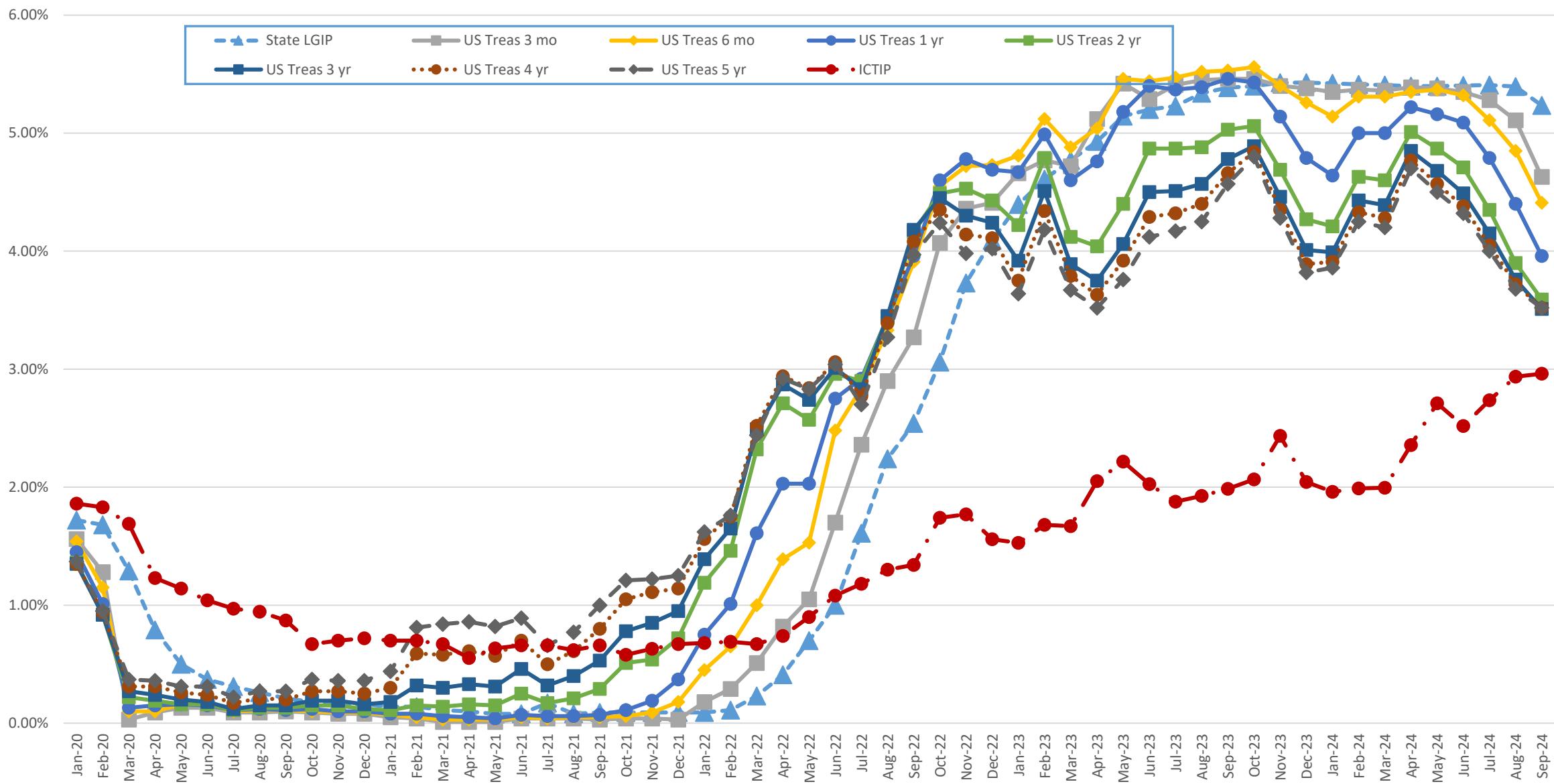
County (Residual) Investment in ICTIP	40%	\$ 113,735,620
Junior Taxing Districts' Investment in ICTIP	60%	\$ 171,059,605
Island County Treasurer's Investment Pool		\$ 284,795,225

- Cash Held for Daily Needs in Depositaries:

Key Bank	\$ 9,304,004
Whidbey Island Bank	\$ 2,222,467
Total Cash Balances	\$ 11,526,471

- 27% of our investment pool is invested in the WA ST LGIP, and 49% is < 1-year maturity (assuming no calls). This satisfies our Investment Policy requirement of 20% of the portfolio as a minimum be comprised of investments maturing within a year to meet ongoing obligations. In July, two taxing districts issued bonds totaling approximately \$45MM for which they will expense within a year. These bond proceeds account for the large increase invested in the WA ST LGIP.
- As of September 30<sup>th</sup>, the 2024 property tax levies for Current Expense, Roads, and Conservation Futures were 57.41% collected. The comparable 2023 YTD collections in September 2023 was 57.55%.
- Foreclosure Update – 2024 started with 118 properties subject to foreclosure. As of September 30<sup>th</sup>, the count is down to 18 properties. The 2024 Certificate of Delinquency was filed August 5<sup>th</sup> for the 18 properties. After the COD was filed, payments on these properties are limited to those with a recorded interest on the property (RCW [84.64.060](#)).
- The number of REET affidavits processed in September was 296 compared to 334 in August and 270 in September 2023. The County's portion of excise revenue was \$428,453 in September, on sales of \$111 MM. This REET activity resulted in Island County YTD excise revenue of **\$182,000 less** than for the same period in 2023, **\$1 MM less** than in 2022, and **\$1.6 MM less** than in 2021.

## Investment Earnings Rate Comparison, January 2020 - September 2024

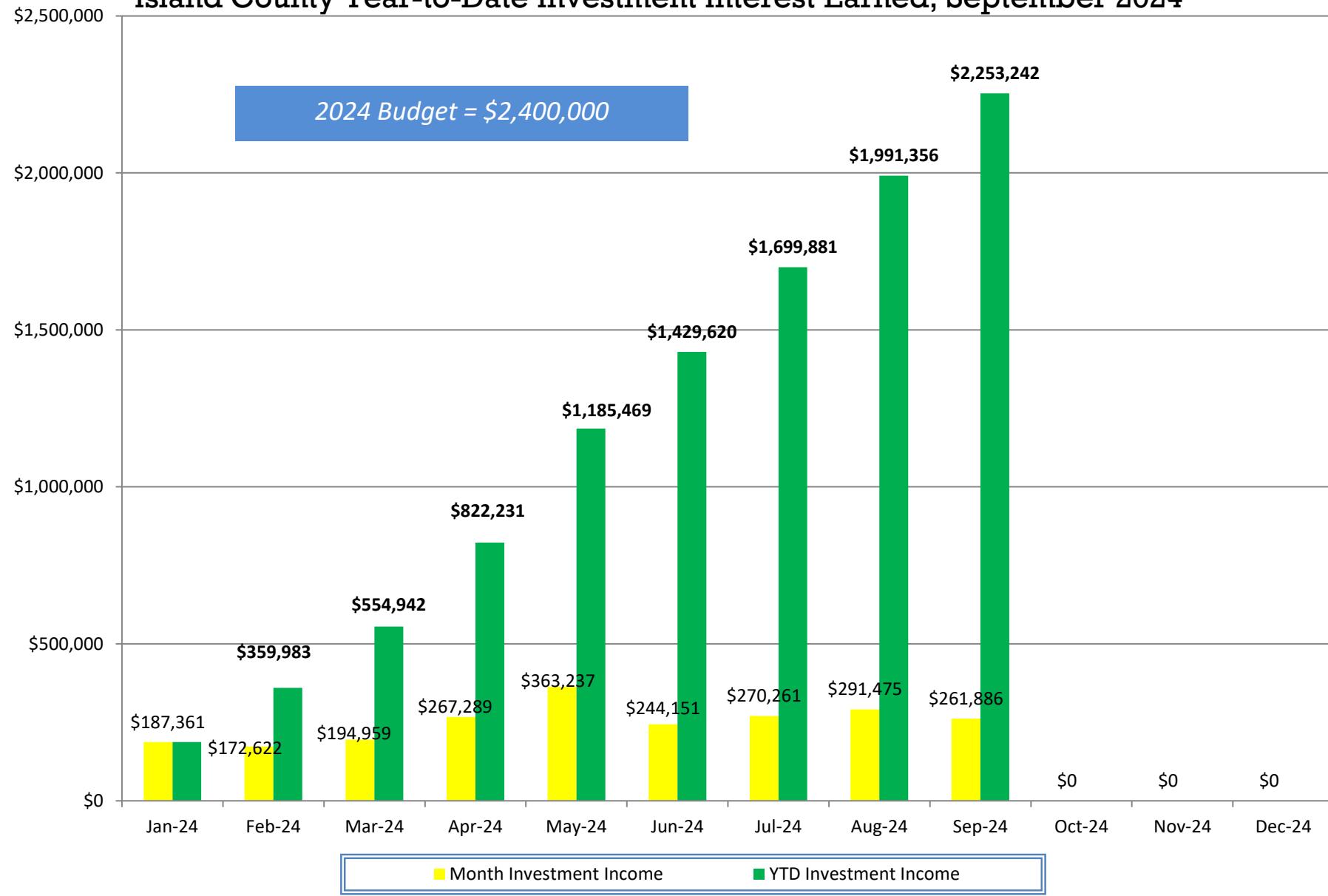


**Island County Treasurer's Investment Pool**  
**Participant Investment Balances by Fund**  
**September 30, 2024**

<b>Fund#</b>	<b>Fund Description</b>	<b>Par Value</b>
621	FREELAND WATER/SEWER RESERVE	485,000.00
626	FIRE DISTRICT #5 SICK LEAVE	156,933.43
628	FIRE DISTRICT #1 TRUST	21,800.00
629	FIRE DISTRICT #1 MAINTENANCE	4,418,000.00
631	S201 GENERAL	9,390,847.00
632	S201 ASB	822,272.00
633	S201 TRANS VEHICLE	864,436.00
634	S201 BOND REDEMPTION	160,913.00
635	S201 CAPITAL PROJECT	7,820,679.00
637	FIRE DISTRICT #2 EXPENSE	2,495,000.00
638	FIRE DISTRICT #3 EXPENSE	1,708,387.51
640	FIRE DISTRICT #5 MAINTENANCE	2,342,874.00
642	FIRE DISTRICT #1 BOND REDM	526,022.00
643	FIRE DISTRICT #5 CAPITAL	2,733,445.00
644	FIRE DISTRICT #5 BOND	107,441.00
647	SO WHID PARK REC MAINTENANCE	524,526.09
648	NO WHID POOL PARK REC BOND	230.40
649	NO WHID POOL PARK REC RESERVE	41,669.34
651	CEMETERY DISTRICT #1	70,000.00
652	CEMETERY DISTRICT #2	360,000.00
653	PORT COUPEVILLE MAINTENANCE	750,000.00
654	PORT SOUTH WHIDBEY	123,000.00
655	PORT MABANA MAINTENANCE	28,300.00
657	PORT SOUTH WHIDBEY BOND	577,476.20
677	S204 TRANS VEHICLE	40,199.00
679	S204 BUILDING	2,150,000.00
683	S206 GENERAL FUND	2,500,000.00
684	S206 ASB	45,000.00
685	S206 TRANSPORTATION VEHICLE	294,500.00
687	S206 BUILDING (CP)	28,500,000.00
688	S206 CAPITAL PROJECT (CA)	2,480,000.00
690	S206 NONEXP TRUST	800,000.00
696	SARATOGA BOND RESERVE	212,193.49
697	PORT COUPEVILLE IDD FUND	1,139,000.00
701	CLINTON WATER MAINTENANCE	135,334.17
705	LONG BEACH MAINTENANCE	20,129.51
707	PENN COVE MAINTENANCE	1,070,000.00
719	BAYVIEW BEACH EMERGENCY	162,500.00
720	CLINTON WATER CONSTRUCTION	23,879.30
722	LONG BEACH CONSTRUCTION	69,870.49
723	LAGOON POINT CAPITAL	850,000.00
725	CAMANO VISTA CAPITAL IMP	166,000.00
726	FIRE DISTRICT #3 CONTINGENCY ACCT	170,707.00
727	FIRE DISTRICT #3 RESERVE ACCT	53,219.00
728	BAYVIEW BEACH SFR WATERLINE	46,113.00
729	CLINTON BOND	1,340.83
730	CROCKETT LAKE CONSTRUCTION	360,000.00
739	JUNIPER BEACH MAINTENANCE	150,000.00
741	SO WHID PARK REC CONSTRUCTION	14,925,000.00
742	FREELAND CONSTRUCTION	1,710,000.00
755	ISLAND TRANSIT/PTBA	66,000,000.00
758	PENN COVE CONSTRUCTION	1,070,000.00
760	CLINTON WATER CAPITAL	328,281.04
761	ADMIRALS COVE CAPITAL IMPROVEMENT	580,000.00
763	SWANTOWN CAPITAL	175,000.00
764	SCATCHET HEAD WATER EMERGENCY	424,300.00
765	LEDGEWOOD BEACH CAPITAL	390,000.00
766	BAYVIEW BEACH CONSTRUCTION	200,000.00
768	SO WHID PARK REC CAPITAL	238,000.00
769	CLINTON WATER SEWER	492.45
771	FIRE DISTRICT #1 CAPITAL FACIL	716,871.44
772	HOLMES HARBOR TRUST LOAN	57,152.00
775	SO WHID PARKS & REC RESERVE	523,188.00
776	FIRE DISTRICT #1 CAPITAL	2,400,923.83
777	FIRE DISTRICT #1 RESERVE	2,768,763.00
783	ADMIRALS COVE EMERGENCY RES	50,000.00
785	HOLMES HARBOR CAPITAL IMP	70,603.00
786	HOLMES HARBOR REPLACEMENT	87,482.00
788	NO WHID POOL PARK & REC CAPITAL	3,230.65
789	CLINTON WTR DIST ENCUMBER ACCT	329,779.89
795	CROCKETT LAKE EMERGENCY RES	41,300.00
920	RESIDUAL (ISLAND COUNTY)	113,735,619.50

**284,795,224.56**

## Island County Year-to-Date Investment Interest Earned, September 2024



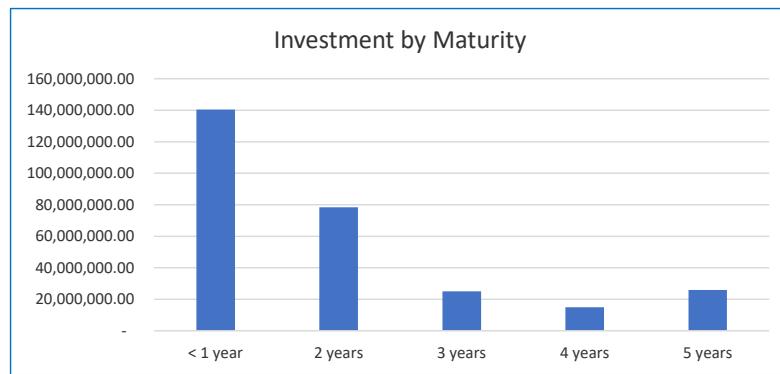
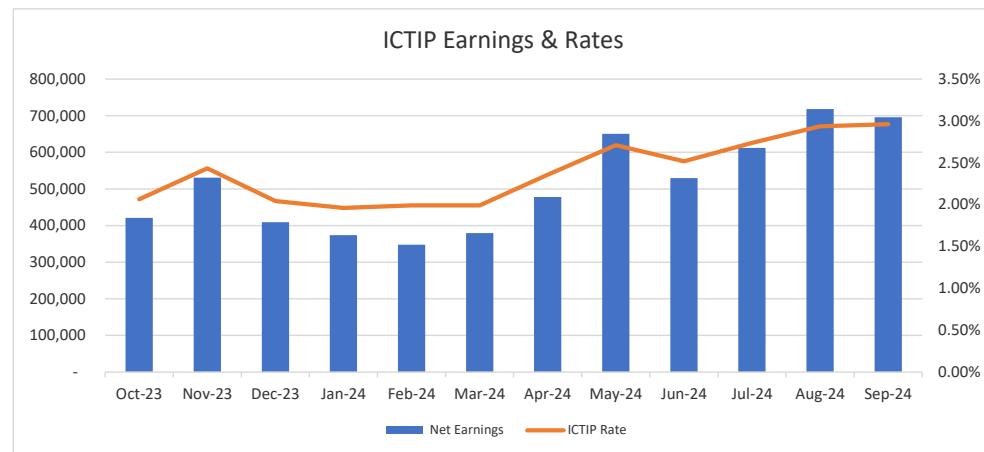
Date: **September 30, 2024**

**September-2024**

ICTIP Rate	2.96%
LGIP Rate	5.24%
Net Earning	\$ 695,565

**12-Month Average**

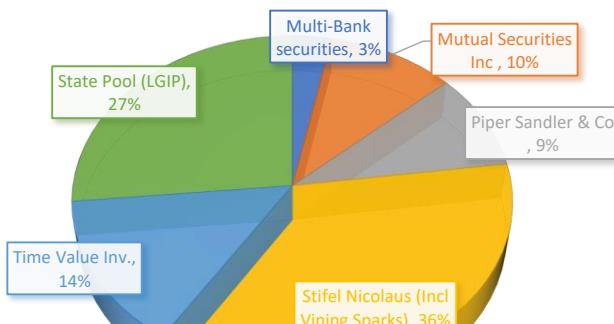
ICTIP Rate	2.40%
LGIP Rate	5.41%
Net Earning	\$ 512,197
2 Year US Treasury	4.50%



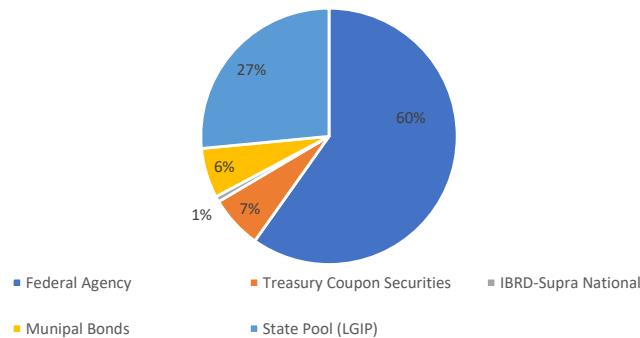
**Investment by Issuer**

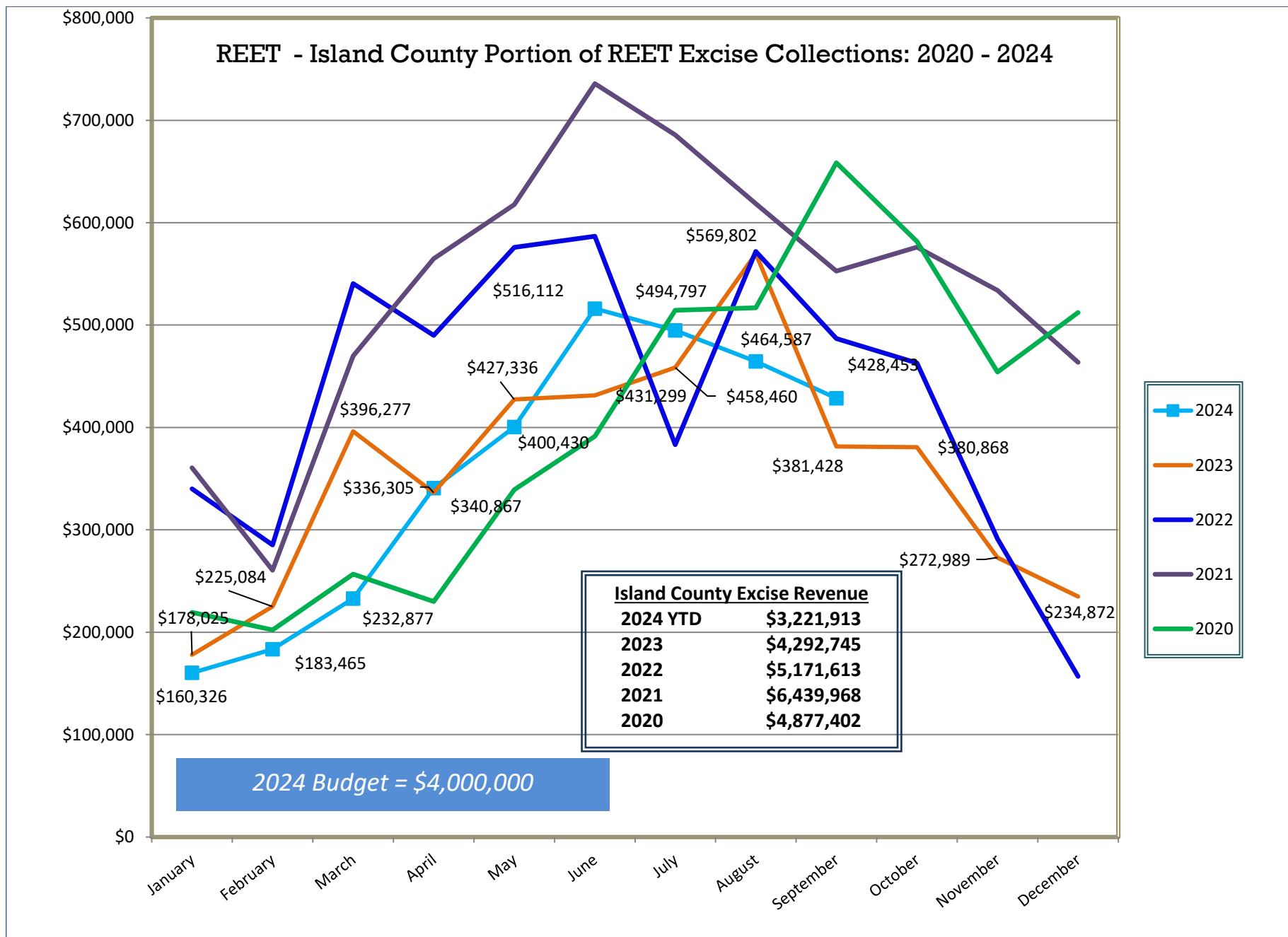
Issuer	%-tage	Par Value	Debt Policy	Variance
US Treasury Bills and Notes	7%	19,000,000.00	90%	83%
Fed Agri Mtg Corp	5%	15,000,000.00	40%	35%
Fed Farm Credit Bk	9%	25,000,000.00	40%	31%
Fed Home Loan Bk	30%	85,245,000.00	40%	10%
Fed Home Loan Mtg Corp	5%	15,000,000.00	40%	35%
Fed Nat'l Mtg Assn	11%	30,135,000.00	40%	29%
Municipal Bonds	6%	17,910,000.00	35%	29%
State Pool (LGIP)	27%	75,505,224.56	90%	63%
Supranationals	1%	2,000,000.00	5%	4%
		100%	284,795,224.56	

**INVESTMENT BY DEALER**

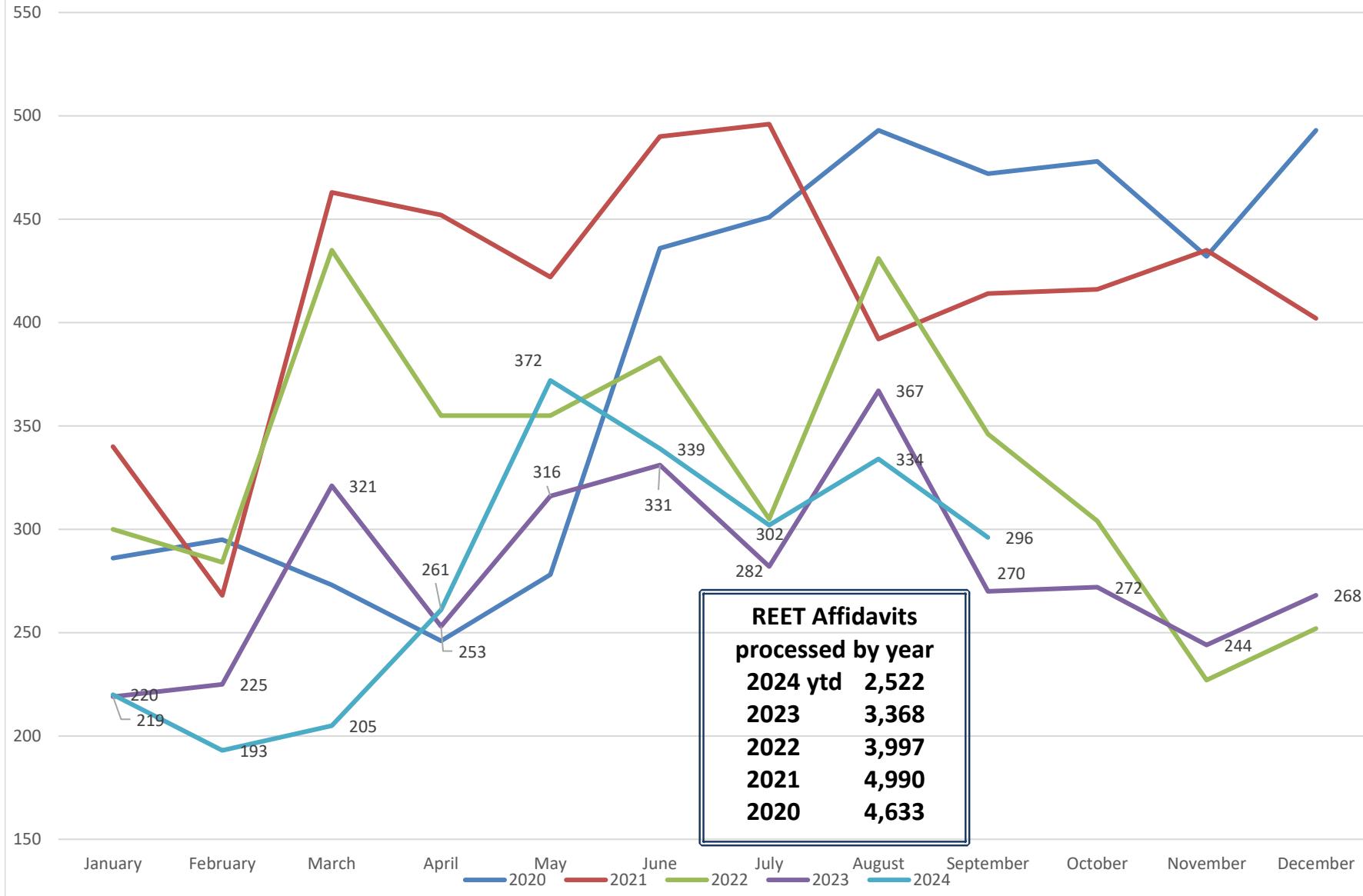


**Investment by Type**

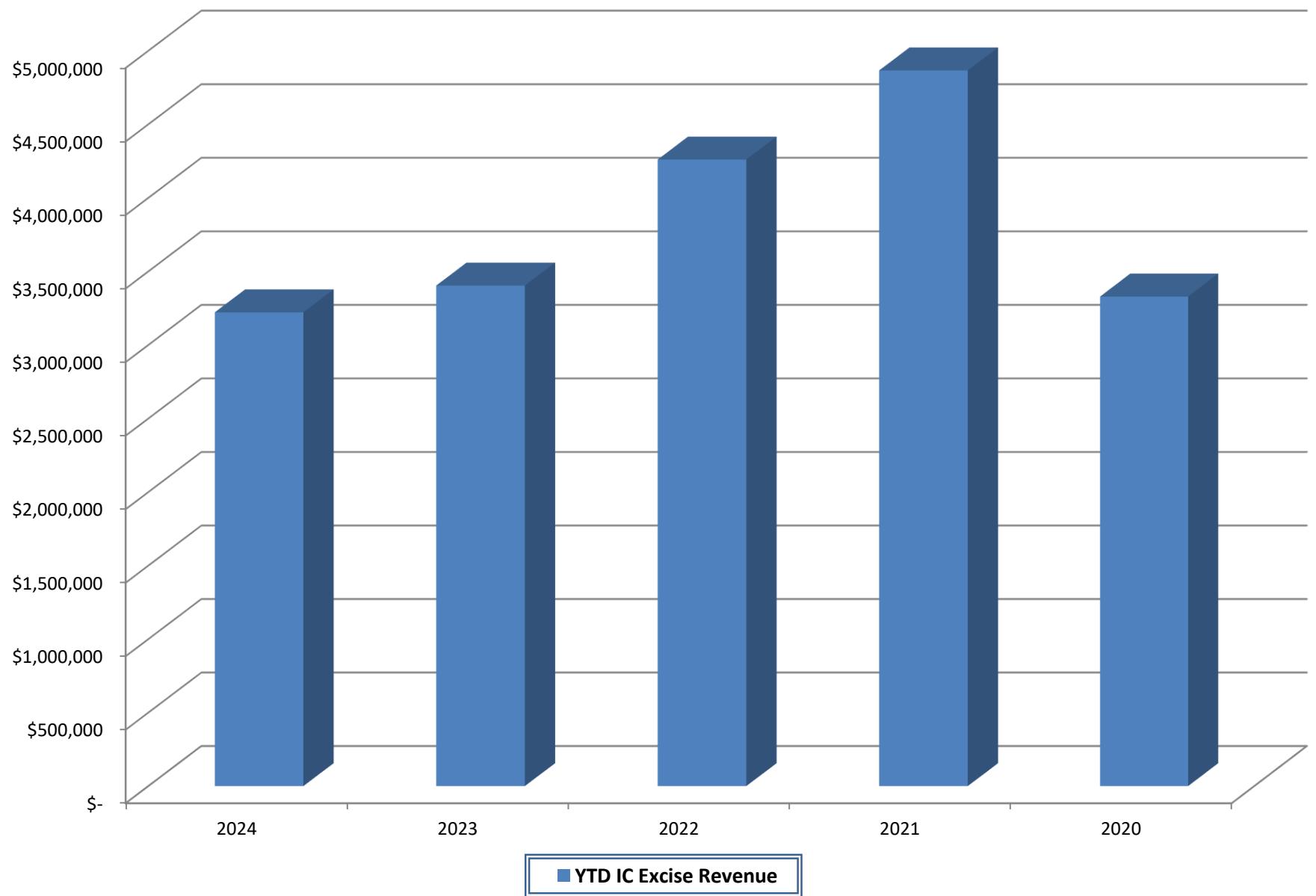




## Island County 2020-24 REET - Number of Affidavits Processed by Month



## YTD Island County Excise Revenue through September, by Year





## ISLAND COUNTY BUDGET/RISK

### WORK SESSION AGENDA

MEETING DATE: 10/16/2024

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To: Jill Johnson, Chair  
Board of Island County Commissioners  
From: Susan Geiger, Director

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Amount of time requested for agenda discussion. 30 minutes

**DIVISION:** Administrative

**Agenda Item No.:** 1

**Subject:** 2025 Budget Hearing, Adoption Documents, and Levy Resolutions

**Description:** Review of final 2025 Budget Schedules and Levy Resolutions prepared for public hearing and adoption

**Attachment:** Budget Resolutions, Budget Schedules, Levy Resolutions

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

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

**IT Review:** Not Applicable

**Budget Review:** Complete

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

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

IN THE MATTER OF ADOPTING THE  
ISLAND COUNTY BUDGET AND  
DIKING DISTRICT #4 BUDGET FOR  
FISCAL YEAR 2025

RESOLUTION NO. C-50-24

The Board of County Commissioners has reviewed the proposed resolution and sets it for public hearing on December 2, 2024 at 10:00 a.m.

APPROVED October 22, 2024.

BOARD OF COUNTY COMMISSIONERS  
Island County, Washington

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Jill Johnson, Chair

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

IN THE MATTER OF ADOPTING THE  
ISLAND COUNTY BUDGET AND  
DIKING DISTRICT #4 BUDGET FOR  
FISCAL YEAR 2025

RESOLUTION NO. C-50-24

**WHEREAS**, Chapter 36.40 RCW provides for the development, presentation, consideration and fixing of the final budgets for each County fund by the Board of County Commissioners, and

**WHEREAS**, several public meetings (Island County budget workshops) have been held to consider estimated 2025 revenues and expenditures, all open to citizen input and comment, and

**WHEREAS**, all input, suggestions, requests, and other considerations have been weighed by the Board of County Commissioners resulting in the following 2025 Preliminary Budget attached as Exhibit A; and

**WHEREAS**, the County budgets on the modified accrual cash basis which includes any expenditures budgeted in 2025 that are paid during 2025 and thirteenth period (January 2026);

**NOW, THEREFORE BE IT RESOLVED**, that the Board of County Commissioners has reviewed the Preliminary Budget in public meeting, and hereby adopts the 2025 Budget for all Island County Funds and the 2025 Budget for Diking District #4, as shown on the attached Exhibit A.

ADOPTED this 2nd day of December, 2024 following public hearing.

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

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Jill Johnson, Chair

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Melanie Bacon, Member

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Janet St. Clair, Member

ATTEST:

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Jennifer Roll, Clerk of the Board

Resolution C-50-24

EXHIBIT A

ISLAND COUNTY BUDGET AND DIKING DISTRICT #4 BUDGET  
FOR FISCAL YEAR 2025

**ISLAND COUNTY**  
**2025 BUDGET**  
**ALL FUNDS & DEPARTMENTS**

Description	Prior Years Actuals		Date @ 09/30/2024	Year to		\$ Change	% Change
	2022	2023		2024 Budget	2025 Budget		
<b>REVENUES</b>							
PROPERTY TAXES	19,583,721	19,882,039	11,823,250	20,639,570	21,150,452	\$510,882	2%
SALES & OTHER TAXES	28,655,501	29,489,519	17,526,318	28,065,543	29,027,316	961,773	3%
LICENSES & PERMITS	2,624,704	2,539,995	2,108,104	3,417,458	3,259,405	-158,053	-5%
INTERGOVERNMENT REVENUES	32,140,892	28,427,492	19,832,970	26,786,960	30,813,404	4,026,444	15%
CHARGES FOR SERVICES	17,050,788	17,057,200	12,737,558	21,885,002	23,393,507	1,508,505	7%
FINES & PENALTIES	148,889	168,390	147,103	303,225	302,725	-500	0%
MISCELLANEOUS & INTEREST	6,281,249	8,278,263	7,830,449	8,805,332	9,966,542	1,161,210	13%
TRANSFERS & OTHER SOURCES	4,529,717	5,361,684	3,352,973	3,715,133	4,288,785	573,652	15%
<b>TOTAL REVENUES</b>	<b>111,015,461</b>	<b>111,204,582</b>	<b>75,358,725</b>	<b>113,618,223</b>	<b>122,202,136</b>	<b>8,583,913</b>	<b>8%</b>
USES OF FUND BALANCE/RESERVES				24,779,472	18,021,873	-6,757,599	-27%
<b>TOTAL</b>	<b>\$111,015,461</b>	<b>\$111,204,582</b>	<b>\$75,358,725</b>	<b>\$138,397,695</b>	<b>\$140,224,009</b>	<b>\$1,826,314</b>	<b>1%</b>
<b>EXPENDITURES</b>							
SALARIES	32,007,494	34,121,184	25,331,531	36,632,406	40,228,190	\$3,595,784	10%
BENEFITS	13,044,683	14,071,999	10,572,565	16,649,600	17,528,585	878,985	5%
MAINTENANCE & OPERATIONS	37,301,851	34,932,653	25,405,341	48,943,774	50,501,724	1,557,950	3%
INTERGOVERNMENT	4,714,662	7,313,597	3,879,179	10,796,334	9,869,805	-926,529	-9%
CAPITAL	6,904,617	5,395,182	5,813,930	6,493,722	5,254,513	-1,239,209	-19%
INTERDEPT & TRANSFERS	9,780,757	10,615,810	8,348,857	14,291,470	14,016,190	-275,280	-2%
DEBT SERVICE & OTHER	2,413,560	2,238,030	1,378,526	1,425,156	-	-1,425,156	-100%
<b>TOTAL EXPENDITURES</b>	<b>106,167,624</b>	<b>108,688,455</b>	<b>80,729,929</b>	<b>135,232,462</b>	<b>137,399,007</b>	<b>2,166,545</b>	<b>2%</b>
ACCUMULATION OF FUND BALANCE				3,165,233	2,825,002	-340,231	-11%
<b>TOTAL</b>	<b>\$106,167,624</b>	<b>\$108,688,455</b>	<b>\$80,729,929</b>	<b>\$138,397,695</b>	<b>\$140,224,009</b>	<b>\$1,826,314</b>	<b>1%</b>
Revenues Over(Under) Expenditures	\$4,847,837	\$2,516,127	-\$5,371,204	\$0	\$0	\$0	

**ISLAND COUNTY**  
**2025 BUDGET**  
**REVENUES**  
**FUND SUMMARY**

Island County finances are organized into over 50 separate funds. Each fund acts as a separate unit for accounting and budgetary purposes. A fund is a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or fund balances. Funds allow the County to separately budget and account for revenues that are restricted by law or policy to a specific use or purpose.

Fund	Prior Years Actuals		Date @ 09/30/2024	2024 Budget	2025 Budget	\$ Change	% Change
	2022	2023					
2% HOTEL/MOTEL PUBLIC FACILITY	\$729,867	\$635,837	\$508,905	\$771,852	\$793,661	\$21,809	3%
AFFORDABLE HOUSING/RELATED SERVICES	\$938,201	\$1,902,713	1,146,290	1,500,000	1,800,000	300,000	
ALCOHOL/SUBSTANCE ABUSE	-	-	-	-	-	-	-
AMERICAN RESCUE PLAN (ARPA)	\$4,194,866	4,113,471	2,687,506	4,905,016	3,000,000	-1,905,016	-39%
AUDITOR'S M & O	\$127,703	81,360	75,062	160,669	131,232	-29,437	-18%
BOATING SAFETY PROGRAM	\$37,206	144,154	-	62,000	62,000	-	0%
CAPITAL DRAINAGE						0	0%
CASA FUND	\$172,247	160,111	112,270	175,557	213,294	37,737	21%
CLEAN WATER UTILITY	\$1,501,276	1,495,829	920,400	3,530,221	1,500,000	-2,030,221	-58%
CONSERVATION FUTURES	\$791,062	803,182	479,051	877,000	834,299	-42,701	-5%
CONSTRUCTION ACQUISITION	\$2,800	-	-	395,000	-	-395,000	-100%
CORNET BAY DOCK	\$13,445	12,200	12,908	21,951	19,236	-2,715	-12%
CORONA VIRUS RELIEF	\$938,897	-153,627	-	-	-	-	0%
COUNTY LAW LIBRARY	\$22,769	24,471	19,761	28,247	21,700	-6,547	-23%
COUNTY ROAD	\$19,847,386	19,730,755	11,303,845	30,458,417	32,725,252	2,266,835	7%
CURRENT EXPENSE	\$31,978,026	34,335,746	21,294,460	34,269,510	35,859,705	1,590,195	5%
DEVELOPMENTAL DISABILITIES	\$1,404,819	1,668,484	1,171,219	1,695,062	1,790,097	95,035	6%
DRUG SEIZURE	\$651	1,393	612	1,000	1,000	0	0%
ELECTION RESERVE	\$673,991	585,765	356,034	711,534	577,463	-134,071	-19%
ENHANCED 911	\$985,952	980,148	522,773	900,000	900,000	0	0%
EQUIPMENT RENTAL/REVOLVING	\$3,415,314	4,039,544	3,065,579	5,150,679	5,476,310	325,631	6%
EXTENSION SERVICES	\$237,628	290,583	298,448	333,988	344,996	11,008	3%
FAMILY RES CNTR CAMANO	-\$52,353	-	-	-	-	-	0%
FAMILY RES CNTR OAK HARBOR	-\$4,982	-	-	-	-	-	0%
FAMILY RES CNTR SO WHIDBEY	-\$61,204	-	-	-	-	-	0%
FIRE PERMIT PROGRAM	\$71,414	37,339	30,180	46,919	48,318	1,399.00	3%
HISTORIC PRESERVATION	\$18,799	12,815	9,414	18,000	18,000	-	0%
HOMELESS HOUSING	\$7,785,958	3,544,806	1,770,422	2,652,296	2,236,257	-416,039	-16%
HUMAN SERVICES	-\$496,827	495,504	342,296	871,473	574,620	-296,853	-34%
INSURANCE RESERVE	\$1,534,203	1,920,130	1,720,253	2,303,573	2,647,836	344,263	15%
INVESTMENT MAINT FUND	\$90,887	95,417	75,680	91,939	95,000	3,061	3%
ISL CNTY PLANNING DEV FUND	\$2,918,304	2,917,014	2,791,034	4,196,496	4,860,464	663,968	16%
INFO TECH CAPITAL REPL	\$972,000	431,684	480,000	487,001	772,408	285,407	59%
JAIL COMMISSARY	\$1,970	4,732	16,794	2,600	2,600	-	0%
JOINT TOURISM PROMOTION	\$802,425	937,262	404,985	948,129	985,813	37,684	4%
JUVENILE DETENTION CENTER	\$1,834,739	1,876,024	1,086,684	1,796,256	1,802,187	5,931.00	0%
LOW-INCOME HOUSING SURCHARGE	\$260,938	238,749	141,118	230,190	230,000	-190	0%
MENTAL HEALTH	\$2,575,071	1,882,868	1,563,015	1,723,419	2,229,879	506,460	29%
MH THERAPEUTIC COURT SALES TAX	\$2,107,430	1,970,406	1,133,989	1,889,738	1,929,641	39,903	2%
MOTOR POOL	\$303,032	1,037,424	153,150	292,751	305,985	13,234	5%
NATURAL RESOURCES	\$566,885	583,006	377,879	1,077,826	1,539,745	461,919	43%
OPIOD SETTLEMENT FUND	\$109,270	55,992	852,708	-	-	-	-

**ISLAND COUNTY**  
**2025 BUDGET**  
**REVENUES**  
**FUND SUMMARY**

Island County finances are organized into over 50 separate funds. Each fund acts as a separate unit for accounting and budgetary purposes. A fund is a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or fund balances. Funds allow the County to separately budget and account for revenues that are restricted by law or policy to a specific use or purpose.

Fund	Prior Years Actuals		Date @ 09/30/2024	Year to		\$ Change	% Change
	2022	2023		2024 Budget	2025 Budget		
PATHS & TRAILS	\$10,700	10,812	627,406	350,101	622,453	272,352	78%
PUBLIC HEALTH	\$4,435,725	5,362,757	4,258,094	6,686,051	7,216,357	530,306	8%
PUBLIC WORKS incl IRTPO	\$144,120	167,042	30,393	219,813	160,429	-59,384	-27%
REET 1 CAPITAL IMPROVEMENTS	\$2,594,954	2,287,233	2,470,736	3,946,742	4,379,200	432,458	11%
REET 2 CAPITAL FACILITIES	\$2,594,707	2,148,817	1,614,946	1,838,722	2,520,722	682,000	37%
REET TECHNOLOGY/PROP TAX							
ADM	\$22,986	17,662	13,278	35,500	106,300	70,800	199%
RURAL COUNTY SALES TAX	\$1,667,203	1,700,418	986,345	6,913,930	4,529,987	(2,383,943)	-34%
SOLID WASTE	\$9,795,679	10,112,956	8,128,486	13,238,189	13,828,899	590,710	4%
STORM & SURFACE WATER UTILITY	\$4,890	4,740	3,121	72,992	9,130	-63,862	-87%
TREASURER'S M & O	\$110,770	100,404	57,729	110,133	112,960	2,827	3%
TRIAL COURT IMPROVEMENT	\$27,900	30,756	16,794	22,672	22,672	0	0%
VETERANS ASSISTANCE	\$253,762	367,694	226,673	386,541	385,902	-639	0%
WATER QUALITY ASSISTANCE	-	-	-	-	-	-	
<b>TOTAL</b>	<b>\$111,015,461</b>	<b>\$111,204,582</b>	<b>\$75,358,725</b>	<b>\$138,397,695</b>	<b>\$140,224,009</b>	<b>\$1,826,314</b>	<b>1%</b>

**ISLAND COUNTY**  
**2025 BUDGET**  
**EXPENDITURES**  
**FUND SUMMARY**

Island County finances are organized into over 50 separate funds. Each fund acts as a separate unit for accounting and budgetary purposes. A fund is a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or fund balances. Funds allow the County to separately budget and account for revenues that are restricted by law or policy to a specific use or purpose.

Fund	Prior Years Actuals		Date @ 09/30/2024	Year to		\$ Change	% Change
	2022	2023		2024	2025		
2% HOTEL/MOTEL PUBLIC FACILITY	386,607	567,717	455,745	771,852	793,661	21,809	3%
AFFORDABLE HOUSING/RELATED SERVICES	-	-	48,706	1,500,000	1,800,000	300,000	
ALCOHOL/SUBSTANCE ABUSE	-	60,700	-	-	-	-	
AMERICAN RESCUE PLAN (ARPA)	4,194,863	4,113,471	2,840,195	4,905,016	3,000,000	(1,905,016)	-39%
AUDITOR'S M & O	99,046	87,636	97,128	160,669	131,232	(29,437)	-18%
BOATING SAFETY PROGRAM	25,237	85,134	77,501	62,000	62,000	-	0%
CAPITAL DRAINAGE							0%
CASA FUND	136,869	133,325	132,070	175,557	213,294	37,737	21%
CLEAN WATER UTILITY	1,004,738	1,577,222	647,292	3,530,221	1,500,000	(2,030,221)	-58%
CONSERVATION FUTURES	1,445,616	841,967	31,330	877,000	834,299	(42,701)	-5%
CONSTRUCTION ACQUISITION	-	-	1,002	395,000	-	(395,000)	-100%
CORNET BAY DOCK	15,754	20,003	12,456	21,951	19,236	(2,715)	-12%
CORONA VIRUS RELIEF	972,276	1	-	-	-	-	#####
COUNTY LAW LIBRARY	15,956	13,681	14,122	28,247	21,700	(6,547)	-23%
COUNTY ROAD	18,807,700	20,296,303	17,944,658	30,458,417	32,725,252	2,266,835	7%
CURRENT EXPENSE	32,242,607	34,053,900	23,100,940	34,269,510	35,859,705	1,590,195	5%
DEVELOPMENTAL DISABILITIES	1,340,388	1,489,107	1,116,367	1,695,062	1,790,097	95,035	6%
DRUG SEIZURE	-	-	-	1,000	1,000	-	0%
ELECTION RESERVE	531,614	438,575	560,944	711,534	577,463	(134,071)	-19%
ENHANCED 911	985,952	980,148	522,773	900,000	900,000	-	0%
EQUIPMENT RENTAL/REVOLVING	3,887,323	3,690,488	3,551,078	5,150,679	5,476,310	325,631	6%
EXTENSION SERVICES	306,468	324,532	-	333,988	344,996	11,008	3%
FAMILY RES CNTR CAMANO	(732)	-	-	-	-	-	#####
FAMILY RES CNTR OAK HARBOR	(2,104)	-	-	-	-	-	
FAMILY RES CNTR SO WHIDBEY	(106)	-	-	-	-	-	
FIRE PERMIT PROGRAM	28,710	31,787	17,126	46,919	48,318	1,399	3%
HISTORIC PRESERVATION	-	-	-	18,000	18,000	-	0%
HOMELESS HOUSING	8,597,905	3,922,220	1,572,527	2,652,296	2,236,257	(416,039)	-16%
HUMAN SERVICES	(263,152)	517,884	409,567	871,473	574,620	(296,853)	-34%
INSURANCE RESERVE	1,274,947	1,720,434	1,613,391	2,303,573	2,647,836	344,263	15%
INVESTMENT MAINT FUND	59,410	70,137	50,858	91,939	95,000	3,061	3%
ISL CNTY PLANNING DEV FUND	3,268,046	3,629,055	2,909,585	4,196,496	4,860,464	663,968	16%
INFO TECH CAPITAL REPL	114,994	149,956	326,520	487,001	772,408	285,407	59%
JAIL COMMISSARY	-	734	2,048	2,600	2,600	-	
JOINT TOURISM PROMOTION	592,537	915,254	380,857	948,129	985,813	37,684	4%
JUVENILE DETENTION CENTER	1,103,571	1,254,620	1,002,807	1,796,256	1,802,187	5,931	0%
LOW-INCOME HOUSING SURCHARG	902,419	76,234	10,332	230,190	230,000	(190)	0%
MENTAL HEALTH	1,939,879	1,682,892	1,372,344	1,723,419	2,229,879	506,460	29%
MH THERAPEUTIC COURT SALES TA	1,109,518	1,345,660	1,106,812	1,889,738	1,929,641	39,903	2%
MOTOR POOL	473,429	464,202	272,943	292,751	305,985	13,234	5%
NATURAL RESOURCES	506,202	550,302	464,010	1,077,826	1,539,745	461,919	43%
OPIOID SETTLEMENT FUND	-	-	-	-	-	-	0%
PATHS & TRAILS	235,088	496,598	107,434	350,101	622,453	272,352	78%

**ISLAND COUNTY  
2025 BUDGET  
EXPENDITURES  
FUND SUMMARY**

Island County finances are organized into over 50 separate funds. Each fund acts as a separate unit for accounting and budgetary purposes. A fund is a self-balancing set of accounts recording cash and other financial resources, together with all related liabilities and residual equities or fund balances. Funds allow the County to separately budget and account for revenues that are restricted by law or policy to a specific use or purpose.

Fund	Prior Years Actuals		Date @ 09/30/2024	Year to		\$ Change	% Change
	2022	2023		2024	2025		
PUBLIC HEALTH	3,639,799	4,518,808	3,675,208	6,686,051	7,216,357	530,306	8%
PUBLIC WORKS incl IRTPO	269,588	160,107	(309,359)	219,813	160,429	(59,384)	-27%
REET 1 CAPITAL IMPROVEMENTS	3,824,473	5,244,588	3,324,978	3,946,742	4,379,200	432,458	11%
REET 2 CAPITAL FACILITIES	1,567,036	1,579,510	868,342	1,838,722	2,520,722	682,000	37%
REET TECHNOLOGY/PROP TAX ADM	6,724	12,756	7,735	35,500	106,300	70,800	199%
RURAL COUNTY SALES TAX	606,186	988,693	489,597	6,913,930	4,529,987	(2,383,943)	-34%
SOLID WASTE	9,578,637	10,091,105	9,585,283	13,238,189	13,828,899	590,710	4%
STORM & SURFACE WATER UTILITY	714	56,567	5,066	72,992	9,130	(63,862)	-87%
TREASURER'S M & O	109,697	108,244	61,201	110,133	112,960	2,827	3%
TRIAL COURT IMPROVEMENT	10,888	8,106	-	22,672	22,672	-	0%
VETERANS ASSISTANCE	214,307	318,092	248,410	386,541	385,902	(639)	0%
WATER QUALITY ASSISTANCE	-	-	-	-	-	-	-
<b>TOTAL</b>	<b>\$106,167,624</b>	<b>\$108,688,455</b>	<b>\$80,729,929</b>	<b>\$138,397,695</b>	<b>\$140,224,009</b>	<b>\$1,826,314</b>	<b>1%</b>

**ISLAND COUNTY**  
**2025 BUDGET**  
**REVENUES**  
**DEPARTMENT SUMMARY**

Department	Prior Years Actuals		Date @ 09/30/2024	Year to		\$ Change	% Change
	2022	2023		2024 Budget	2025 Budget		
Assessor	15,583	14,192	3,518	30,000	100,800	\$70,800	236%
Auditor	1,763,147	1,588,514	1,187,257	1,873,663	1,739,276	(134,387)	-7%
Budget	-	-	-	-	-	-	-
Clerk	278,008	283,550	225,885	257,400	257,400	-	0%
Commissioners	7	59,117	-	-	-	-	-
Coroner	57,905	50,519	28,231	50,000	50,000	-	0%
County Administrator	-	-	-	-	257,085	257,085	-
District Court	544,101	519,947	284,102	536,815	536,815	-	0%
Emergency Management	105,318	238,077	-	72,165	72,165	-	0%
Extension Services	237,628	290,583	298,448	333,988	344,996	11,008	3%
Facilities Management	573,768	1,452,928	1,367,992	1,204,901	827,893	(377,008)	-31%
General Services Admin	2,399,744	1,920,130	1,720,253	2,303,573	2,647,836	344,263	15%
Human Resources	-	74,137	81,888	103,925	104,602	677	1%
Human Services	12,896,565	10,057,069	6,356,034	9,053,980	9,341,754	287,774	3%
Information Technology	990,261	431,981	480,000	487,001	772,408	285,407	59%
Miscellaneous	5,300,037	4,280,538	3,285,131	9,551,911	7,227,461	(2,324,450)	-24%
Natural Resources	571,400	1,386,188	856,930	1,954,826	2,374,044	419,218	21%
Planning	2,918,304	2,917,014	2,791,034	4,196,496	4,860,464	663,968	16%
Prosecuting Attorney	317,014	294,400	204,576	204,590	225,840	21,250	10%
Public Health	4,507,142	5,239,402	4,288,274	6,732,969	7,264,675	531,706	8%
Public Works	33,653,436	34,503,171	23,701,051	50,164,063	54,052,130	3,888,067	8%
Sheriff	1,866,680	2,106,339	1,807,545	1,979,718	2,386,651	406,933	21%
Superior Court	2,459,411	2,529,189	1,433,251	2,356,097	2,392,219	36,122	2%
Treasurer	1,895,057	3,036,139	2,584,748	2,879,572	2,887,961	8,389	0%
Fiscal Non-departmental	37,664,945	37,931,458	22,372,577	42,070,042	39,499,534	(2,570,508)	-6%
<b>TOTAL</b>	<b>\$111,015,461</b>	<b>\$111,204,582</b>	<b>\$75,358,725</b>	<b>\$138,397,695</b>	<b>\$140,224,009</b>	<b>\$1,826,314</b>	<b>1%</b>

**ISLAND COUNTY**  
**2025 BUDGET**  
**EXPENDITURES**  
**DEPARTMENT SUMMARY**

Department	Prior Years Actuals		Year to Date @ 09/30/2024	2024 Budget	2025 Budget	\$ Change	% Change
	2022	2023					
Assessor	1,318,968	1,481,208	1,054,770	1,615,791	1,704,294	88,503	5%
Auditor	1,737,750	1,706,966	1,449,351	2,193,050	1,949,286	-243,764	-11%
Budget	109,219	219,461	161,879	240,797	337,048	96,251	40%
Clerk	656,123	768,509	531,024	883,286	879,541	-3,745	0%
Commissioners	772,513	862,441	670,739	843,516	902,680	59,164	7%
Coroner	453,022	367,647	219,149	546,665	496,767	-49,898	-9%
County Administrator	165,520	652,885	359,297	725,105	905,840	180,735	25%
District Court	1,524,863	1,560,972	1,172,837	1,699,830	1,813,821	113,991	7%
Emergency Management	310,193	403,474	186,035	354,114	401,762	47,648	13%
Extension Services	306,468	324,532	-	333,988	344,996	11,008	3%
Facilities Management	4,827,880	7,393,698	3,902,054	5,858,023	8,231,362	2,373,339	41%
GSA-Risk Management	4,297,091	1,730,356	1,613,391	2,303,573	2,647,836	344,263	15%
Human Resources	556,808	2,211,627	1,984,673	2,379,724	2,611,490	231,766	10%
Human Services	13,606,376	9,207,068	5,646,962	10,841,544	10,671,664	-169,880	-2%
Information Technology	2,255,209	2,737,631	2,461,667	3,569,546	4,197,081	627,535	18%
Miscellaneous	3,876,859	3,742,456	2,073,712	9,904,537	7,514,817	-2,389,720	-24%
Natural Resources	848,032	1,891,473	722,115	1,966,351	2,384,637	418,286	21%
Planning	3,268,046	3,629,055	2,909,585	4,196,496	4,860,464	663,968	16%
Prosecuting Attorney	2,276,472	2,382,033	1,650,395	2,633,914	2,674,232	40,318	2%
Public Health	3,974,743	4,988,615	3,887,181	6,732,969	7,264,675	531,706	8%
Public Works	35,047,392	38,183,303	32,643,668	55,403,177	56,946,913	1,543,736	3%
Sheriff	12,659,256	12,492,059	9,364,373	12,603,614	13,379,179	775,565	6%
Superior Court	2,834,807	3,152,657	2,483,803	4,166,014	4,729,217	563,203	14%
Treasurer	875,188	994,787	634,832	1,005,473	1,018,042	12,569	1%
Fiscal Non-departmental	7,608,826	5,603,542	2,946,437	5,396,598	1,356,365	-4,040,233	-75%
<b>TOTAL</b>	<b>\$106,167,624</b>	<b>\$108,688,455</b>	<b>\$80,729,929</b>	<b>\$138,397,695</b>	<b>\$140,224,009</b>	<b>\$1,826,314</b>	<b>1%</b>

**ISLAND COUNTY**  
**2025 BUDGET**  
**ALLOCATION OF OVERHEAD COSTS INTO CURRENT EXPENSE**

The overhead administrative fee from non-general funds to the Current Expense Fund (aka General Fund) is a payment for various services provided by the general fund. The amount of each year's overhead administrative fee is calculated by multiplying non-general fund expenditures less any interfund/dept. amounts by the most recent Federal Indirect Cost Allocation Percentage Rate (as prepared by the Island County Auditor's office). This maintains an appropriate balance between resources allocated for direct services to the public and those allocated for administration.

2023  
 FEDERAL GRANT  
 INDIRECT RATE  
 9.83%

FUND NAME	2023 EXPENDITURES	ALLOCATION BASIS	TRANSFER
2% HOTEL/MOTEL PUBLIC	567,717	545,892	53,661
COUNTY ROAD	20,296,293	14,995,596	1,474,067
ARPA	4,113,471	4,002,357	393,432
AUDITOR'S M & O	87,636	74,868	7,360
BOATING SAFETY PROGRAM	85,133	82,622	-
CLEAN WATER UTILITY	1,577,221	866,431	85,170
CONSERVATION FUTURES	841,966	725,741	71,340
CORNET BAY DOCK	20,003	16,966	1,668
CORONAVIRUS RELIEF FUND	-	-	-
DEVELOPMENTAL DISABILITIES	1,489,108	185,840	18,268
ELECTION RESERVE	438,575	400,964	39,415
EQUIPMENT RENTAL & REVOLVING (ER&R)	3,690,482	3,289,975	323,404
FIRE PERMIT PROGRAM	31,788	26,077	2,563
HISTORICAL PRESERVATION SURCHARGE	-	-	-
HOMELESS HOUSING SURCHARGE	3,922,222	836,003	-
HUMAN SERVICES FUND	517,883	131,911	-
INSURANCE RESERVE	1,720,434	1,646,122	161,814
INVESTMENT MAINT FUND	-	-	-
JOINT TOURISM	915,254	872,053	85,723
JUVENILE DETENTION	1,254,620	1,127,542	110,837
LOW-INCOME HOUSING SURCHARGE	76,233	76,233	-
MENTAL HEALTH	1,682,891	120,764	11,871
MENTAL HEALTH THERAPEUTIC COURTS SALES TAXES	1,345,657	1,198,525	117,815
MOTOR POOL	464,199	430,249	42,293
NATURAL RESOURCES	550,301	361,453	35,531
PATHS & TRAILS	496,599	462,387	45,453
PLANNING & COMMUNITY DEVELOPMENT	3,629,049	3,224,095	316,929
PUBLIC HEALTH POOLING	4,518,803	4,020,705	395,235
PUBLIC WORKS FUND	(12,201)	(35,616)	-
REET 1 CAPITAL IMPROVEMENTS	-	-	-
REET 2 CAPITAL FACILITIES	-	-	-
REET ELECTRONIC FEE/PROP TAX ADM	12,756	12,756	-
RURAL COUNTY SALES TAXES	988,693	953,831	93,762
SOLID WASTE	10,091,108	9,077,860	892,354
STORM & SURFACE WATER	56,567	48,678	4,785
TREASURER'S M & O	108,243	102,533	-
TRIAL COURT IMPROVEMENT	22,650	22,650	-
VETERANS ASSISTANCE	318,090	193,433	19,014
VOLUNTEER GUARDIAN AD LITEM FUND	133,324	115,472	11,351
<b>TOTAL</b>	<b>\$66,052,769</b>	<b>\$50,212,969</b>	<b>\$4,815,115</b>

ISLAND COUNTY  
2025 BUDGET

## DIKING DISTRICT #4

DESCRIPTION	Prior Years Actuals			Date @ 09/30/2024	Year to	2024 Budget	2025 Budget	\$	%
	2022	2023	2024		Budget			Change	Change
USE OF FUND BALANCE					4,700	4,700	\$	-	0%
LID TAX									
SPECIAL ASSESSMENTS					3,153				
<b>TOTAL REVENUES</b>	<b>-</b>	<b>-</b>	<b>3,153</b>	<b>4,700</b>	<b>4,700</b>	<b>\$</b>	<b>-</b>	<b>0%</b>	
INTERFUND SERVICES	1,013	2,080		-	4,700	4,700	\$	-	0%
DEBT SERVICE									
ACCUM OF ENDING FUND BALANCE									
<b>TOTAL EXPENDITURES</b>	<b>1,013</b>	<b>2,080</b>	<b>0</b>	<b>4,700</b>	<b>4,700</b>	<b>\$</b>	<b>-</b>	<b>0%</b>	

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF INCREASING THE  
TAXING DISTRICT'S PRIOR YEAR'S LEVY  
AMOUNT FOR THE COUNTY CURRENT  
EXPENSE PROPERTY TAX LEVY TO BE  
COLLECTED IN THE 2025 TAX YEAR

ORDINANCE NO. C-51-24

The Board of County Commissioners has reviewed the proposed ordinance and sets it for public hearing on December 2, 2024 at 10:00 a.m.

APPROVED October 22, 2024.

BOARD OF COUNTY COMMISSIONERS  
Island County, Washington

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Jill Johnson, Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF INCREASING THE  
TAXING DISTRICT'S PRIOR YEAR'S LEVY  
AMOUNT FOR THE COUNTY CURRENT  
EXPENSE PROPERTY TAX LEVY TO BE  
COLLECTED IN THE 2025 TAX YEAR

ORDINANCE NO. C-51-24

WHEREAS, the Board of Island County Commissioners has met, considered and adopted its budget for the calendar year 2025; and

WHEREAS, the County Current Expense actual property tax levy amount from the previous year was \$9,560,488.12; and

WHEREAS, the population of this district is more than 10,000; and

NOW, THEREFORE, the Board of County Commissioners of Island County does hereby resolve as follows:

An increase in the regular property tax levy is hereby authorized for the County Current Expense property tax levy to be collected in the 2025 tax year.

- (1) The dollar amount of the increase over the actual levy amount from the previous year is \$95,604.88;
- (2) Which is a percentage increase of 1.0% from the previous year.
- (3) This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, and refunds made.

Ordinance C-51-24 is adopted this 2nd day of December, 2024 following public hearing.

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY WASHINGTON

---

Jill Johnson, Chair

Attest:

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Melanie Bacon, Member

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Jennifer Roll, Clerk of the Board

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Janet St. Clair, Member

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF INCREASING THE  
TAXING DISTRICT'S PRIOR YEAR'S LEVY  
AMOUNT FOR THE COUNTY ROADS  
PROPERTY TAX LEVY TO BE COLLECTED  
IN THE 2025 TAX YEAR

ORDINANCE NO. C-52-24

The Board of County Commissioners has reviewed the proposed ordinance and sets it for public hearing on December 2, 2024 at 10:00 a.m.

APPROVED October 22, 2024.

BOARD OF COUNTY COMMISSIONERS  
Island County, Washington

---

Jill Johnson, Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF INCREASING THE  
TAXING DISTRICT'S PRIOR YEAR'S LEVY  
AMOUNT FOR THE COUNTY ROADS  
PROPERTY TAX LEVY TO BE COLLECTED  
IN THE 2025 TAX YEAR

ORDINANCE NO. C-52-24

WHEREAS, the Board of Island County Commissioners has met, considered and adopted its budget for the calendar year 2025; and

WHEREAS, the County Roads actual property tax levy amount from the previous year was \$9,857,493.81; and

WHEREAS, the population of this district is more than 10,000; and

NOW, THEREFORE, the Board of County Commissioners of Island County does hereby resolve as follows:

An increase in the regular property tax levy is hereby authorized for the County Roads property tax levy to be collected in the 2025 tax year.

- (1) The dollar amount of the increase over the actual levy amount from the previous year is \$98,574.94;
- (2) Which is a percentage increase of 0% from the previous year.
- (3) This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, and refunds made.

Ordinance C-52-24 is adopted this 2nd day of December, 2024 following public hearing.

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY WASHINGTON

---

Jill Johnson, Chair

Attest:

---

Melanie Bacon, Member

---

Jennifer Roll, Clerk of the Board

---

Janet St. Clair, Member

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF INCREASING THE  
TAXING DISTRICT'S PRIOR YEAR'S LEVY  
AMOUNT FOR THE COUNTY  
CONSERVATION FUTURES PROPERTY TAX  
LEVY TO BE COLLECTED IN THE 2025 TAX  
YEAR

ORDINANCE NO. C-53-24

The Board of County Commissioners has reviewed the proposed ordinance and sets it for public hearing on December 2, 2024 at 10:00 a.m.

APPROVED October 22, 2024.

BOARD OF COUNTY COMMISSIONERS  
Island County, Washington

---

Jill Johnson, Chair

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF ISLAND COUNTY, WASHINGTON

IN THE MATTER OF INCREASING THE  
TAXING DISTRICT'S PRIOR YEAR'S LEVY  
AMOUNT FOR THE COUNTY  
CONSERVATION FUTURES PROPERTY TAX  
LEVY TO BE COLLECTED IN THE 2025 TAX  
YEAR

ORDINANCE NO. C-53-24

WHEREAS, the Board of Island County Commissioners has met, considered and adopted its budget for the calendar year 2025; and

WHEREAS, the County Conservation Futures actual property tax levy amount from the previous year was \$821,874.77; and

WHEREAS, the population of this district is more than 10,000; and

NOW, THEREFORE, the Board of County Commissioners of Island County does hereby resolve as follows:

An increase in the regular property tax levy is hereby authorized for the County Conservation Futures property tax levy to be collected in the 2025 tax year.

- (1) The dollar amount of the increase over the actual levy amount from the previous year is \$0;
- (2) Which is a percentage increase of 0% from the previous year.
- (3) This increase is exclusive of additional revenue resulting from new construction, improvements to property, newly constructed wind turbines, solar, biomass, and geothermal facilities, and any increase in the value of state assessed property, and refunds made.

Ordinance C-53-24 is adopted this 2nd day of December, 2024 following public hearing.

BOARD OF COUNTY COMMISSIONERS  
ISLAND COUNTY WASHINGTON

Jill Johnson, Chair

Attest:

Melanie Bacon, Member

Jennifer Roll, Clerk of the Board

Janet St. Clair, Member



## ISLAND COUNTY COMMISSIONERS

### WORK SESSION AGENDA

MEETING DATE: 10/16/2024

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To: Jill Johnson, Chair  
Board of Island County Commissioners

From: BOCC Staff

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Amount of time requested for agenda discussion. 10 minutes

**DIVISION:** Administrative

**Agenda Item No.: 1**

**Subject:** Diking District No. 3 Discussion

**Description:** Discussion of Diking District No. 3 Board

**Attachment:** None

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

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

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

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

**Agenda Item No.: 2**

**Subject:** Request for Appointment Ebey's Landing National Historical Reserve Trust Board

**Description:** The Board has received a request for appointment to Position 5 on the Ebey's Landing National Historical Reserve Trust Board.

**Attachment:** Trust Board Roster

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

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

**IT Review:** Not Applicable

**Budget Review:** Not Applicable

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

## **EBEY'S LANDING NATIONAL HISTORICAL RESERVE TRUST BOARD**

### [Ebey's Landing National Historical Reserve \(U.S. National Park Service\) \(nps.gov\)](https://www.nps.gov/eby)



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

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

POSITION	MEMBER		TERM EXPIRES
	<b>TOWN OF COUPEVILLE REPRESENTATIVES</b>	<b>APPOINTED BY TOWN OF COUPEVILLE</b>	
1.	Sally Garratt		10/01/26
2.	Lynda Austin		10/01/24
3.	Jennifer Schimtz		10/01/24
	<b>ISLAND COUNTY REPRESENTATIVES</b>	<b>APPOINTED BY BOCC</b>	
4.	<b>VACANT</b>		
5.	<b>VACANT</b>		
6.	<b>VACANT</b>		
7.	Kristin Griffin	Member At Large	10/17/27
		<b>AGENCY APPOINTMENTS</b>	
8.	Brett Bayne	WA State Parks	N/A
9.	Lex Fredy	National Park Service Rep.	N/A

The Board has received a request for appointment to Position 5 from Jared van der Duim.



**ISLAND COUNTY HUMAN RESOURCES/GSA**

**WORK SESSION AGENDA**

**MEETING DATE: 10/16/2024**

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**To:** Jill Johnson, Chair  
Board of Island County Commissioners  
**From:** Catherine Reid, Director

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**Amount of time requested for agenda discussion. 15 minutes**

**DIVISION:** Not Applicable

**Agenda Item No.:** 1

**Subject:** Chief Deputy Prosecuting Attorney's Salary

**Description:** Discussion re salaries and relation to comparables at request of Prosecuting Attorney.

**Attachment:** None

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

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

**IT Review:** Not Applicable

**Budget Review:** In process

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



## **ISLAND COUNTY PUBLIC HEALTH**

### **WORK SESSION AGENDA**

**MEETING DATE: 10/16/2024**

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**To:** Jill Johnson, Chair  
Board of Island County Commissioners

**From:** Taylor Lawson, Deputy Director

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

**DIVISION: Nursing**

**Agenda Item No.: 1**

**Subject: Youth Cannabis and Tobacco Prevention Program (YCTPP) Am #3**

**Description:** The YCCTPP 202209001 Amendment #3 contract with Whatcom County Health Department is designed to support staffing, program activities, and community collaboration efforts to promote prevention and harm reduction strategies related to cannabis and tobacco use among youth in Island County. This allocated an additional \$35,000 in funds, bringing the total to \$130,000. (RM-HLTH-2024-318)

**Attachment: Contract**

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

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

**IT Review:** Not Applicable

**Budget Review:** Complete

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

*(Continued on next page)*

**DIVISION: Nursing****Agenda Item No.: 2**

**Subject:** **TriVan Purchase Order as part of Memorandum of Understanding with North Sound Accountable Community of Health**

**Description:** Review purchase order agreement with TriVan, a company that is part of the State-approved vendor list and winner of our request for bids, that outfits vehicles for public health outreach. Services order amount: \$118,197.06. (RM-HLTH-2024-267)

**Attachment:** **Executive Summary, Bids Results, Award Letter, and Purchase Order**

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

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

**IT Review:** Not Applicable

**Budget Review:** Complete

**P.A. Review:** Complete

**DIVISION: Environmental****Agenda Item No.: 3**

**Subject:** **Island Region Coordinated Water Systems Plan Study**

**Description:** Review and discuss the contract with FACET, L.L.C., to develop a comprehensive set of recommendations for updating the Island County Coordinated Water System Plan (CWSP) for sustainable water resource management. Contract allocates a total of \$100,000 to this project.

**Attachment:** **Contract.**

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

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

**IT Review:** Not Applicable

**Budget Review:** In process

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

Whatcom County Contract Number:

202209001 – 3

**WHATCOM COUNTY CONTRACT AMENDMENT****PARTIES:**

Whatcom County  
 Whatcom County Health Department  
 509 Girard Street  
 Bellingham, WA 98225

AND CONTRACTOR:  
 Island County  
 PO Box 5000  
 Coupeville, WA 98239

**CONTRACT PERIODS:**

Original: 07/01/2022 – 12/31/2022  
 Amendment #1: 07/01/2022 – 06/30/2023  
 Amendment #2: 07/01/2023 – 06/30/2024  
 Amendment #3: 07/01/2024 – 06/30/2025

THE CONTRACT IDENTIFIED HEREIN, INCLUDING ANY PREVIOUS AMENDMENTS THERETO, IS HEREBY AMENDED AS SET FORTH IN THE DESCRIPTION OF THE AMENDMENT BELOW BY MUTUAL CONSENT OF ALL PARTIES HERETO

**DESCRIPTION OF AMENDMENT:**

1. Extend the duration and other terms of this contract for 1 year, as per the original contract “Section 4. Extension”.
2. Replace Section 2. Responsibilities, “Island Will”, to reflect the Contractor’s 2024-2025 responsibilities, as follows:

Island will:

**A. Designate lead staff to actively engage in North Sound Region Youth Cannabis and Tobacco Prevention Program & Network:**

1. Attend quarterly regional network meetings
2. Attend quarterly regional subcontractor meetings
3. Participate in quarterly check-in calls with Whatcom
4. Participate in regional YCCTPP strategic planning and needs efforts
5. Participate in YCCTPP WA Practice Collaborative (PC):
  - a. Attend bi-monthly PC meetings as available
  - b. Join and participate in one or more statewide YCCTPP workgroups/coalitions
    - i. PC Workgroup – Youth Engagement
    - ii. PC Workgroup – Retailer
    - iii. Rural Network
    - iv. Prevention Voices
    - v. Washington Breathes Workgroups

**B. Conduct outreach with coalition, school and community partners on:**

1. Local, regional and state opportunities for youth prevention trainings and engagement in prevention (Regional Peer to Peer, Youth Summits, etc.).

2. Regional opportunities for School Substances Use Discipline Practices support (Cascadia Youth Mental Health School Discipline resources and technical assistance (TA), Northwest ESD 189 and OSPI trainings and resources, etc.).
3. Regional trainings, TA, Community of Practice, and Youth Advisory Board to support building spaces of safety and belonging for LGBTQ+ youth.
4. Regional workgroup projects progress and participation (Safe Storage, Positive Community Norms, Needs Assessment, etc.).
5. Equity focused training and resources (WA DOH Priority Population contractors and local, state and national resources).
6. Prevention related professional development training opportunities (regional, state and national).
7. Educational resources on cannabis, vaping, and tobacco prevention and cessation.
8. Healthy Youth Survey (HYS) data regarding Youth Cannabis and Tobacco Prevention.

**C. Conduct community engagement work related to regional youth cannabis and tobacco prevention workplan including:**

1. Recruiting partners in Island County communities to participate in regional network and youth cannabis and tobacco prevention strategies.
2. Attending coalition meetings to promote regional strategies and be a resource on youth cannabis and tobacco prevention.
3. Support youth groups, school based or otherwise (including Peer to Peer), in their school and community prevention efforts.
4. Serving as a local expert on youth cannabis and tobacco prevention (conducting presentations, sharing resources, and/or providing technical assistance to coalitions, schools, community groups, etc. on current “hot topics” in youth cannabis and tobacco prevention).
5. Gathering community input on cannabis and tobacco prevention from local youth and/or parents (listening sessions, surveys, informational interviews, etc.).
6. Providing educational resources and tools regarding LCB rulemaking and legislative processes to local partners.
7. Engaging with LCB, legislators and/or other local and state decision makers on key topics in cannabis and tobacco prevention.
8. Collaborating with local and regional partners on efforts around safe storage and youth mental health in relation to cannabis/tobacco prevention.

**D. Participate in regional assessment of cannabis and tobacco promotion and policies:**

1. Participate in regional assessment of cannabis and tobacco advertising practices
  - a. Complete scan of tobacco and vapor sales, advertising, and promotion practices utilizing the Community Assessment of Neighborhood Stores (CANS) and the Standardized Tobacco Assessment for Retail Settings: Vape Stores (vSTARS).
  - b. Complete scan of cannabis retailers advertising and promotion practices utilizing the Cannabis Retailer Assessment form.
2. Conduct assessment of tobacco and cannabis related parks policies within Island County

**E. Coordinate YCCTPP communication and advertising tasks in Island County:**

1. Create and implement a media plan to promote You Can/Choose You, Under the Influence of You, WA Quitline and any additional Youth Cannabis and Tobacco Prevention campaigns and resources provided by WA DOH.
2. Participate in regional and/or local efforts to utilize HYS data and/or community surveys to create positive community norms messaging around youth cannabis and tobacco prevention.

F. Attend or support adult and/or youth prevention partners in Island County in attending approved local, state or national trainings related to youth cannabis and tobacco prevention.

G. Other efforts as approved that align with the North Sound Region Youth Cannabis and Tobacco Prevention Regional Plan.

H. Submit a detailed workplan for 2024 - 2025 efforts to Whatcom by October 31, 2024.

I. Maintain accurate records of staff time dedicated to YCCTPP activities.

J. Provide verification that background checks have been completed for all staff and volunteers who will work with youth (ages 0 – 17).

K. Provide monthly reports of program activities and staff effort to Lead Regional Coordinator for inclusion in DOH reporting. Contractor will use reporting form provided by Whatcom. Due dates will be no later than the 15<sup>th</sup> day of the month, following the month the activities occurred.

L. Perform all work necessary within the limits of the available resources from this agreement to implement the strategies, action steps and deliverables agreed to with regional partners and approved by DOH.

M. Request approval for budget adjustments that total 10% or more – approval required at least 15 days prior to expanding adjusted budget items.

N. Comply with all Federal and State requirements that govern this agreement and will cooperate with Whatcom on at least one annual site visit at a mutually agreeable time to discuss Island County's program process and contract oversight.

3. Update Exhibit B – Compensation, to update the budget and invoicing requirements for the 2024 - 2025 agreement period.
4. Funding for this contract period (07/01/2024 – 06/30/2025) is not to exceed \$35,000.
5. Funding for the total contract period (07/01/2020 – 06/30/2025) is not to exceed \$130,000.
6. All other terms and conditions remain unchanged.
7. The effective start date of the amendment is 07/01/2024.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT. ALL PARTIES IDENTIFIED AS AFFECTED BY THIS AMENDMENT HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THIS AMENDMENT. Each signatory below to this Contract warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter into the contract and bind the party thereto.

## ISLAND COUNTY:

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Jill Johnson, Board of County Commissioners, Island County Date

## WHATCOM COUNTY:

**Recommended for Approval:**

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Ann Beck, Community Health and Human Services Manager Date

---

Erika Lautenbach, Director Date

### Approved as to Form:

---

Christopher Quinn, Chief Civil Deputy Prosecutor Date

**Approved:**

Accepted for Whatcom County:

## CONTRACTOR INFORMATION:

## Island County

Taylor Lawson – Deputy Director

PO Box 5000

Coupeville, WA 98239

[t.lawson@islandcountywa.gov](mailto:t.lawson@islandcountywa.gov)

**EXHIBIT "B" – Amendment #3**  
**(COMPENSATION)**

The source of funding for this agreement period (07/01/2024 – 06/30/2025), in an amount not to exceed \$35,000, is the Washington State Department of Health Youth Cannabis & Commercial Tobacco Prevention Program. The budget for this agreement period is as follows:

<b>Contract Budget 07/01/2024 – 06/30/2025</b>		
<b>*Item</b>	<b>Documentation needed with invoice</b>	<b>**Budget</b>
Personnel	Expanded GL Report	\$25,960
Advertising	Copies of receipts or paid invoices	\$2,000
Travel & Training	See Exhibit B.1 (6.c and 6.d)	\$1,000
Supplies & Materials	Copies of receipts or paid invoices	\$2,040
		<b>SUBTOTAL</b>
Indirect @ 20% (cap at \$4,000)	Copy of approved indirect cost plan required for 20%; if not received, 10% will be the maximum allowed.	\$4,000
		<b>TOTAL</b>
		<b>\$35,000</b>

1. \*Contractor may transfer funds between line items with prior approval from the County's Representative.
2. \*\*Budget adjustments that total ten percent (10%) or more - need approval from the County's Representative at least 15 days prior to expending adjusted budget items.
3. Contractor may be required to submit a spend-down plan to the County if the following budget spending guidelines are not met: 50% by January 1, 2025, 75% by April 1, 2025, and 90% by June 1, 2025. If a spend-down plan is submitted and not carried through, it will be considered in future funding decisions.
4. Contractor may be reimbursed for indirect costs at their current federally negotiated rate. If the Contractor does not have a federally negotiated rate, the County will reimburse indirect at the de minimis rate of 10% on Modified Total Direct Costs as described in 2 CFR 200.1, Office of Management and Budget Guidance for Grants and Agreements.
5. Invoices submitted for payment must include sufficient documentation to prove the validity of all costs claimed. A general ledger report of costs claimed toward this project will be sufficient for invoicing this agreement. Whatcom County reserves the right to request further back-up documentation for any costs claimed for reimbursement. The Contractor must follow YCCTPP funding guidelines for each funding source. Equipment purchases are typically not an allowable expense. Food and incentive purchases must follow DOH YCCTPP guidelines.

<b>Contractor's Invoicing Contact Information:</b>	
<b>Name</b>	
<b>Phone</b>	
<b>Email</b>	

**Refer to Exhibits B.1 and B.2 for additional invoicing requirements and information.**

## EXHIBIT “B.1” – Invoicing – General Requirements

1. When applicable, the contractor may transfer funds among budget line items in an amount not to exceed 10% of the total budget. Line item changes that exceed 10% must be pre-approved by the County Contract Administrator, prior to invoicing.
2. The Contractor shall submit invoices indicating the County-assigned contract number to:  
[HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us) and [AGuildne@co.whatcom.wa.us](mailto:AGuildne@co.whatcom.wa.us)
3. The Contractor shall submit itemized invoices on a monthly basis in a format approved by the County and by the 20<sup>th</sup> of the month, following the month of service, except for January and July where the same is due by the 10<sup>th</sup> of the month.
4. When applicable, the Contractor will utilize grant funding sources in the order of their expiration date as indicated by the County, prior to spending local funding sources, when no funding restrictions prevent doing so.
5. The contractor shall submit the required invoice documentation identified in Exhibit B.
  - a. The County reserves the right to request additional documentation in order to determine eligible costs. Additional documentation must be received within 10 business days of the County's request.
  - b. When applicable, if GL reports for personnel reimbursement do not specify position titles, additional documentation must be provided that includes staff name and position title.
  - c. When applicable, mileage will be reimbursed at the current GSA rate ([www.gsa.gov](http://www.gsa.gov)). Reimbursement requests for mileage must include:
    1. Name of staff member
    2. Date of travel
    3. Starting address (including zip code) and ending address (including zip code)
    4. Number of miles traveled
  - d. When applicable, travel and/or training expenses will be reimbursed as follows:
    1. Lodging and meal costs for training are not to exceed the current GSA rate ([www.gsa.gov](http://www.gsa.gov)), specific to location.
    2. Ground transportation, coach airfare and ferries will be reimbursed at cost when accompanied by receipts.
    3. Reimbursement requests for allowable travel and/or training must include:
      - a. Name of staff member
      - b. Dates of travel
      - c. Starting point and destination
      - d. Brief description of purpose
      - e. Receipts for registration fees or other documentation of professional training expenses.
      - f. Receipts for meals are not required.
6. Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from the Contractor.
7. The County may withhold payment of an invoice if the Contractor submits it or the required invoice documentation, more than 30 days after the month of services performed and/or the expiration of this contract.
8. Invoices must include the following statement, with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
9. Duplication of billed costs or payments for service: The Contractor shall not bill the County for services performed or provided under this contract, and the County shall not pay the Contractor, if the Contractor has been or will be paid by any other source, including grants, for those costs used to perform or provide the services in this contract. The Contractor is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.

## EXHIBIT “B.2” – Invoice Preparation Checklist for Vendors

The County intends to pay you promptly. Below is a checklist to ensure your payment will be processed quickly. Provide this to the best person in your company for ensuring invoice quality control.

- Send the invoices to the correct address:  
[HL-BusinessOffice@co.whatcom.wa.us](mailto:HL-BusinessOffice@co.whatcom.wa.us) and [AGuildne@co.whatcom.wa.us](mailto:AGuildne@co.whatcom.wa.us)
- Submit invoices monthly, or as otherwise indicated in your contract.

### Verify that:

- invoices include the following statement with an authorized signature and date: **I certify that the materials have been furnished, the services rendered, or the labor performed as described on this invoice.**
- the time period for services performed is clearly stated and within the contract term beginning and end dates. Also verify any other dates identified in the contract, such as annual funding allocations;
- invoice items have not been previously billed or paid, given the time period for which services were performed;
- enough money remains on the contract and any amendments to pay the invoice;
- the invoice is organized by task and budget line item as shown in Exhibit B;
- the Overhead or Indirect Rate costs match the most current approved rate sheet;
- the direct charges on the invoice are allowable by contract. Eliminate unallowable costs.
- personnel named are explicitly allowed for within the contract and the Labor Rates match the most current approved rate sheet;
- back-up documentation matches what is required as stated in Exhibit B and B.1;
- contract number is referenced on the invoice;
- any pre-authorizations or relevant communication with the County Contract Administrator is included; and
- Check the math.

### Whatcom County will not reimburse for:

- Alcohol or tobacco products;
- Traveling Business or First Class; or
- Indirect expenses exceeding 10% except as approved in an indirect or overhead rate agreement.

**Contract with TRIVAN for mobile vehicle buildout related to Memorandum of Understanding (MOU) with North Sound Accountable Community of Health**  
**- Executive Summary -**  
**October 16 BOCC Work Session**

<b>Summary</b>	In August of 2023, the BOCC accepted funding to allow Public Health & Human Services to build a mobile outreach vehicle. Facilities placed an order for a Ford Transit, with expected arrival late summer of 2024. To complete the buildout, Island County put out a request for bids and this is the winning proposal from TRIVAN, a vendor on the state-approved vendor list and the only regional company that completes this service. TRIVAN recently completed a similar project for Skagit County Public Health and San Juan County Public Health. The design allows for 2 spaces in the vehicle and includes bench seating, storage, and a handwash sink. This supports co-responder visits between Public Health and Human Services to promote safety and service integration. We propose a ribbon-cutting ceremony our Board of Health accompanied by a press release once the completed vehicle is delivered.
<b>Policy Context</b>	This project represents a partnership between Island County Public Health, Island County Human Services, Community Centers, the Opportunity Council, and SPiN Café – the primary daytime shelter for people experiencing homelessness in Island County. The goal is to improve health-related outcomes for behavioral health, chronic disease, and family health.  This project aligns with goals in the Community Health Improvement Plan (CHIP) related to access to care challenges and behavioral health needs. Mobile delivery is an evidence-based model to successfully improve access to care and essential services in rural communities, where geographic and socioeconomic barriers limit service access. Island County is designated as a Health Shortage Area/Medically Underserved Area (MUA), and mobile services allow us to engage hard-to-reach residents at convenient community locations, adapting to the unique needs of different communities.
<b>Fiscal Impact</b>	North Sound ACH will reimburse based on completion of deliverables outlined in Exhibit B, Scope of Work. Initial payment of \$70,000 will be released upon execution of the contract. The balance will be released upon invoice of the costs required to build out the mobile clinic van, or any additional costs. Total payments to the contractor may not exceed \$193,600 for work performed and expenses through this contract period, which accounts for the Public Health indirect rate. The buildout cost with TRIVAN, a state approved vendor, will cost \$118,197.06, and details of the buildout are included in the attached contract. The vehicle cost for the Ford Sprinter Van is \$56,563.22. The total cost will be \$174,760.28, and the remaining \$19,239.87 will be used to purchase initial supplies and cover the first year of the vehicle rate. Ongoing costs include a yearly “Category E” vehicle rate of \$4,332, which can be covered by foundational public health services (FPHS). Staff time will be funded by ongoing programmatic funding streams from PH and Human Services.
<b>Recommendation</b>	Approve contract for buildout with TRIVAN based on factors outlined in this Executive Summary.

## Island Region Mobile Outreach Services Vehicle Project

Taylor Lawson, Deputy Director  
 Lynda Austin, Director of Human Services  
 Megan Works, Community Health Manager  
**Evaluators:**  
 Melissa Overbury-Howland, Office Lead

Evaluation Criteria Breakdown		Points	TriVan	Truck Builders	TWR	Notes
<b>Completeness of Response to RFP (Pass/Fail)</b>						
ALL required schedules, forms and informational items have been submitted.		Pass/Fail	P	P	P	
<b>A. Proposer Qualifications &amp; Experience</b>		<b>20 Points</b>				
Team (organizational) qualifications and strengths for all partners; company background and years in business. Strength of assigned team members years of prior experience in technical, project management and demonstrated track record of successful related projects.		0-20	20	16 Clearly a very well established organization. Not local/ local knowledge and partnerships will be limited.	5 Hardly any information on their company and prior projects.	
<b>B. Technical Proposal</b>		<b>20 Points</b>				
Completeness and quality of proposed project scope.		0-12	12	12	6 (not as detailed as others)	
Contractor has proven track record in technical review and application of related science.		0-4	4	4	1 (Not much evidence)	
Local, state, and federal experience in permitting and regulatory environment or project area.		0-4	4 (has worked with sister counties on same projects)	3	1 (did not address)	
<b>C. Project Costs</b>		<b>40 Points</b>				
Projected cost proposal related to achievement of RFP project criteria, including necessary staffing, technology, and infrastructure to complete all RFP requirements and adhere to timelines.		0-40	36 Good cost list. Could have been further itemized.	37 Excellent itemized list but pricey due to transit costs.	25 Sparse list.	
<b>D. Implementation Plan and Schedule</b>		<b>15 Points</b>				
Project plan and schedule account for RFP submittal requirements, complexity of project and demonstrates methodology for management of project criteria. Project phases and activities are appropriately sequenced and allow for engagement and review of stakeholders.		0-15	13 All within line of schedule and details are solid.	14 All within line of schedule and plan details are solid.	10 Would require additional planning for transit. Overall Good turnaround time	
<b>E. Contract Terms &amp; Conditions</b>		<b>5 Points</b>				
Conformance with contract language and unique contracting requirements included in RFP specifications and Exhibits providing maximum value and lowest scheduling, performance and cost risk. Suitability of proposed bidder contract template documents to meet RFP requirements		0-5	4 Meets nearly all requirements other than lack of local factor which increases risk	5 Clearly meets all requirements	2 Very little information given.	
<b>TOTAL</b>		<b>100 Points</b>	95	91	50	



## Island County Public Health

*Taylor Lawson, MPH – Public Health Deputy Director*

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1 NE 7<sup>th</sup> St, Coupeville, WA 98239  
Ph: Whidbey 360-679-7350 | Camano 360-678-8261 | N Whidbey 360-240-5554  
Email: [Publichealth@islandcountywa.gov](mailto:Publichealth@islandcountywa.gov) | [www.islandcountywa.gov](http://www.islandcountywa.gov)

September 24<sup>th</sup>, 2024  
TriVan Truck Body, LLC  
Attn: Andrew VanDriel  
[avandriel@trivan.com](mailto:avandriel@trivan.com)

Dear Andrew,

Thank you for your project submission. On behalf of Island County, we are pleased to accept your proposal for the Island Region Mobile Outreach Services project. Our team looks forward to working with you on this important mission.

Key details of the award include the following:

1. Contract Amount: \$ 118,197.06
2. Contract Duration: November 1, 2024 – April 30, 2025
3. Scope of Work: Per Proposal
4. Terms and Conditions: Per Proposal

Our next steps involve moving the contract through our Board review process, which we will schedule as soon as possible. The contract review process is already complete, so we expect to have the contract signed by the end of October.

Please reach out with any questions, and we look forward to working with you. The best point of contact for project management is myself or Megan Works [M.Works@islandcountywa.gov](mailto:M.Works@islandcountywa.gov) or for contracting questions, our Office Lead, Melissa Overbury-Howland, who can be reached at [M.Overbury-Howland@islandcountywa.gov](mailto:M.Overbury-Howland@islandcountywa.gov).

Sincerely,

Taylor Lawson  
Island County Public Health Deputy Director



## PURCHASE ORDER

11188

Please reference number on invoice

Island County

Public Health

Department

1 NE 7th Street  
Coupeville, WA 98239-5000  
(360) 678-5111

Order date 9/26/2024  
Ordered by Taylor Lawson  
Requested for Public Health

Approved by: \_\_\_\_\_  
BOCC signature required  
Date \_\_\_\_\_

Vendor Name TriVan Truck Body Contact Person Andrew VanDriel  
Address 1385 West Smith Road City / State / Zip Ferndale, WA 98248  
Phone 360- 380-0773 Federal Tax ID # 431967241

This purchase order is for  Goods  General Services  Professional Services  Public Works Construction

Risk Manager Contract Control Number: RM-HLTH-2024-267 Risk Manager Signature \_\_\_\_\_

Vendors & Quotes Per ICC 2.30A.020 & 2.30A.050  
1) TriVan: 108,637.00 2) Truck Builders: \$144,000  
3) TWR: \$69,834.69 4) \_\_\_\_\_ 5) \_\_\_\_\_

Remarks / Attachments Quote #10251 - TriVan gives all the deliverables asked at a reasonable price

Date Required *	0	<small>* Please notify us immediately if you are unable to ship complete order to be received by date specified*</small>
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Quantity	Bars #	Job #		Unit Price	Amount
1	1041463010	007330804	Custom Ford Transit Van Uplift for ICPH	\$108,637.00	\$108,637.00

I have read and agree to the terms of this Purchase Order (front, back, and any attachments).

Andrew VanDriel 9/27/24

(VENDOR MUST RETURN SIGNED ORDER BEFORE GOODS ARE RENDERED)

Vendor Signature

Date

Subtotal	\$108,637.00
Freight	
Tax	9,560.06
<b>TOTAL</b>	<b>\$118,197.06</b>

## **PURCHASE ORDER STANDARD TERMS AND CONDITIONS**

The purchase order contract includes the following terms and conditions and includes, but is not limited to the invitation to bid, request for quotations, specifications, plans and published rules and regulations of Island County Ordinances and the laws of the State of Washington, which are hereby incorporated by reference.

- 1) CHANGES:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of the department purchasing the materials/services.
- 2) DELIVERY:** For any exception to the delivery date as specified on this order, Vendor shall give prior notification and obtain written approval thereto from the department purchasing the materials/services. With respect to delivery under this order, time is of the essence and the order is subject to termination for failure to deliver as specified. The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
- 3) PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES:** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or receipt of invoiced items, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
- 4) SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, it will be up to the Vendor to make delivery to that location at no additional charge. Where specific authorization is granted to ship goods, FOB shipping point, Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier, and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
- 5) REJECTIONS:** All goods, materials/services purchased herein are subject to approval by the Purchaser. Any rejection of goods, materials/services resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
- 6) IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the contents therein.
- 7) INFRINGEMENTS:** Vendor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
- 8) WARRANTIES:** Vendor warrants that articles and services under this order conform to specifications herein and are fit for the purpose for which such goods or services are ordinarily employed, except that if a particular purpose is stated, the material and/or service must then be fit for that particular purpose.
- 9) TAXES:** Unless otherwise indicated, the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes and the Purchaser agrees to furnish Vendor, upon acceptance of articles or services supplied under this order, with an exemption certificate.
- 10) LIENS, CLAIMS AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and materials and services ordered herein are free and clear of all liens, claims and encumbrances of any kind.
- 11) RISK OF LOSS:** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.
- 12) SAVE HARMLESS:** Vendor shall protect, defend, and indemnify, and save the Purchaser harmless from and against any damage, cost, or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents, or subcontractors, howsoever caused. When applicable, and upon request by Purchaser, Vendor will provide certificate(s) of insurance.
- 13) PRICES:** If the price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower.
- 14) TERMINATION:** In the event of breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.
- 15) NONDISCRIMINATION AND AFFIRMATIVE ACTION:** The Vendor agrees not to discriminate any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap, honorably discharged veteran or military status or the use of a trained dog guide or service animal by a person with a disability, with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Vendor who is in violation of the clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the County unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely. Vendor must comply with the Americans with Disabilities Act of 1990.
- 16) DEFAULT:** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, the Vendor shall pay to the Purchaser all costs, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Island County.
- 17) BRANDS:** When a special brand is named it shall be construed solely for the purpose of indicating the standard of quality, performance, or use described. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature, when available. Any bid containing a brand which is not equal quality, performance or use specified must be represented as an alternate and not as an equal, and failure to do shall be sufficient reason to disregard the bid.
- 18) ACCEPTANCE:** **THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS AND CONDITIONS STATED HEREIN. ALL ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR ARE OBJECTED TO AND HEREBY REJECTED, UNLESS OTHERWISE PROVIDED IN WRITING BY THE DEPARTMENT THAT IS PURCHASING THE MATERIALS/SERVICES.**
- 19) HANDLING:** No charges will be allowed for handling which includes, but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein. (optional)



## Island County Public Health

*Shawn Morris, ND – Public Health Director*

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

Ph: Whidbey 360-679-7350 | Camano 360-678-8261 | N Whidbey 360-240-5554

Email: [Publichealth@islandcountywa.gov](mailto:Publichealth@islandcountywa.gov) | [www.islandcountywa.gov](http://www.islandcountywa.gov)

September 5<sup>th</sup>, 2024

Facet

Attn: Lacey Penner, Jeff Tasoff, and Donna Keeler

[LPenner@facetnw.com](mailto:LPenner@facetnw.com)

Dear Lacey,

Thank you for your project submission. On behalf of Island County, we are pleased to accept your proposal for the Island Region Coordinated Water Systems Plan Study. Our team looks forward to working with you on this important project. Please see the attached draft contract for your review, and please let us know if you have any changes. Key details of the award include the following:

1. Contract Amount: \$100,000
2. Contract Duration: September 1, 2024 – June 30, 2025
3. Scope of Work: Per Contract
4. Terms and Conditions: Per Contract

Our next steps involve moving the contract through our Board review process, which we will schedule as soon as possible. We can have the contract review process complete by the **beginning of October and hope to begin project work in early November**. Please reach out with any questions, and we look forward to working with you! The best point of contact for project management is Chris Kelley, PH.D., LG at [C.Kelley@islandcountywa.gov](mailto:C.Kelley@islandcountywa.gov) or for contracting questions, our Office Lead, Melissa Overbury-Howland, who can be reached at [M.Overbury-Howland@islandcountywa.gov](mailto:M.Overbury-Howland@islandcountywa.gov).

Sincerely,

Shawn Morris  
Island County Public Health Director

## AGREEMENT BETWEEN FACET AND ISLAND COUNTY PUBLIC HEALTH TO CONDUCT A REVIEW OF THE COORDINATED WATER SYSTEMS PLAN (CWSP)

1. **PURPOSE:** The purpose of this agreement is to develop a comprehensive set of recommendations for updating our Coordinated Water Systems Plan (CWSP) for sustainable water resource management. The purpose of the CWSP is to support effective resource management within a Critical Water Supply Service Area (CWSSA). The entire boundary of Island County is designated as a CWSSA, and all water systems within Island County are subject to the CWSP. The CWSP acts as a regional supplement to each individual water systems plan and includes guidance for those water systems and minimum design standards. The comprehensive study report will outline research summary, overview of methodology, policy implications and recommendations, evidence-based conclusions describing proposed solutions, including how proposed solutions are protective of public and environmental health, and implementation recommendations.

### 2. RESPONSIBILITIES:

Island County will:

- A. Lead and facilitate meetings and activities to inform consultant on new projects and goals.
- B. Facilitate engagement with other Island County Departments, community partners, elected officials, and other stakeholders.
- C. Support alignment with County planning and policy activities.
- D. Support report dissemination with community members and stakeholders via social media, community meetings, newsletters, and other approaches.
- E. Fund the services to complete the Scope of Work as defined in the original proposal for the agreed amount of \$100,000. If any scope of work changes or additional invoicing are submitted by FACET such changes or invoices must be pre-approved in writing by Island County and the total payment, including work for the original proposal, shall not exceed \$100,000.

FACET will:

- A. Project administration including develop comprehensive project timeline and project mapping, as well as budget plan to ensure cost-effectiveness and adherence with financial requirements. Oversee all aspects of the project while closely coordinating with Island County Public Health, including facilitating research, data collection, analysis, coordination, outreach, and completion of summary report.
- B. Research and Data Collection including
  - a. Review of sea level rise data, development data, climate data, and hydrogeology data relevant to study.
  - b. Analysis of existing approaches to water systems management and regulations, including thorough analysis of regulations, best available science, regional approaches, and current CWSP.
  - c. Companies/organizations involved in water systems management.
  - d. Infrastructure needs based on water system type and location.
  - e. Gather examples of other local agency CWSP in comparable rural coastal communities.
- C. Coordination with stakeholders involved in water systems management, including development of engagement sessions with stakeholders. Coordination involves communication with Island County Public Health leadership regarding project status, barriers, and needs.
- D. Review of existing health and development codes and applicable regulations including; current Island County CWSP, neighboring County's CWSP, Island County Code Chapter 8, relevant elements of the

Island County Comprehensive Plan, Public Works Utility Regulations, and WAC 246-293-220 and RCW 70A.100.

- E. Draft a comprehensive study report outlining recommended updates to the CWSP specific to each section and review the draft report with Island County Staff, Commissioners, and the Washington State Department of Health to produce a publish-ready report.
- F. Comply with all applicable Federal and State requirements that govern this agreement.

3. **TERM OF AGREEMENT:** The start date of this agreement is September 1, 2024 therefore the start date of this agreement has been established as of that date, and shall be in effect through June 30, 2025.

4. **EXTENSION:** The duration of this agreement may be extended by mutual, written consent of the parties.

5. **ADMINISTRATION:** The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this agreement and for coordinating and monitoring performance under this agreement. In the event such representatives are changed, the party making the change shall notify the other party:

Island County's representative shall be:

Chris Kelley, PhD, LG – [C.Kelley@islandcountywa.gov](mailto:C.Kelley@islandcountywa.gov)  
Island County Public Health  
1 NE 6th ST, Coupeville WA 98239  
(360) 678-7885

THE FACET LLC representative(s) shall be:

Jeff Tasoff, PE – [JTasoff@FacetNW.com](mailto:JTasoff@FacetNW.com)  
FACET LLC  
(360) 331-4131 ext. 203

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this agreement.

7. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law and further agrees to save, indemnify, defend, and hold harmless the other party from any such liability. It is further provided that no liability shall attach to Island County by reason of entering into this agreement, unless expressly provided herein. See complete Insurance and Indemnification information in Exhibit A.

8. **TERMINATION:** Any party hereto may terminate this agreement upon (30) day notice in writing either personally delivered or mailed to the party's last known address for the purposes of giving notice under this paragraph. If this agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.

9. **CHANGES, MODIFICATIONS, AMENDMENTS, OR WAIVERS:** The agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this agreement shall not be considered a waiver of any prior or subsequent breach.

10. **SEVERABILITY:** In the event of any term or condition of this agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this

agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this agreement are declared severable.

11. ENTIRE AGREEMENT: This agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.
12. OTHER PROVISIONS: FACET LLC will comply with all applicable Federal and State requirements that govern this agreement.

Each signatory below to this Agreement warrants that he/she is the authorized agent of the respective party; and that he/she has the authority to enter the agreement and to bind the party thereto.

**ISLAND COUNTY:**

---

Jill Johnson, Chair, Board of Island County Commissioners Date

**FACET LLC:**



Digitally signed by  
Jeffrey M. Tasoff, PE  
Date: 2024.09.11  
08:45:01 -07'00'

9/11/2024

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Jeff Tasoff, PE, Principal Civil Engineer, FACET LLC Date

**Exhibit A**

**I. INDEMNIFICATION**

To the fullest extent permitted by law, FACET LLC shall indemnify, defend, and hold harmless Island County, all officials, agents, and employees of Island County, from and against all claims arising out of or resulting from the performance of the agreement.

“Claim” as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney’s fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. FACET LLC’s obligation to indemnify, defend, and hold harmless includes any claim by FACET LLC agents, employees, representatives, or any subcontractor to its employees.

FACET LLC expressly agrees to indemnify, defend, and hold harmless Island County for any claim arising out of or incident to FACET LLC or any subcontractor’s performance or failure to perform the agreement. FACET LLC’s obligation to indemnify, defend, and hold harmless Island County shall not be eliminated or reduced by any actual or alleged concurrent negligence of Island County or its agents, agencies, employees, and officials.

## II. INSURANCE

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

1. FACET LLC shall not commence work under this agreement until FACET LLC has obtained all insurance required under this paragraph and such insurance has been approved by the County.
2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Professional Liability and workmen compensation to be maintained by FACET LLC shall specifically include the County as an "Additional Insured" and shall not be reduced or canceled without forty-five (45) days written prior notice to the County. FACET LLC Insurance coverage shall be primary insurance as respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the county, its officers, officials, employees, or volunteers shall be excess of the Agency's insurance and shall not contribute to it.
3. The FACET LLC shall maintain, during the life of the agreement, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Blanket Contractual Liability and Personal Injury Coverage, to protect FACET LLC from claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this agreement whether such operations be by FACET LLC or by anyone directly employed by or contracting with FACET LLC.

Specific limits required:

\$2,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations

\$1,000,000 Personal Injury and Advertising Injury  
\$1,000,000 Each Occurrence

The Commercial General Liability Policy will contain an endorsement naming the County as Additional Insured (CG2010) and an endorsement that specifically states FACET LLC 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 "cross liability", 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. FACET LLC shall maintain, during the life of this agreement, Business Automobile Liability Insurance(CA0001), or equivalent in the amount of \$1,000,000 Bodily Injury and Property Damage per Accident to protect FACET LLC from claims which may arise from the performance of this agreement, whether such operations be by FACET LLC or by anyone directly or indirectly employed by FACET LLC. Covered auto shall be designated as "Symbol 1" any auto.
6. All Liability coverages, except Professional Liability, 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 agreement, and the policy shall state that coverage is Claims Made, and state the Retroactive Date.
7. FACET LLC shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. FACET LLC shall submit a copy of its certificate of coverage from the Department of Labor and Industries prior to the commencement of work.
8. Industrial Insurance Waiver - With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, FACET LLC expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this Agreement extend to any claim brought by or on behalf of any employee of FACET LLC against the County. This waiver is mutually negotiated by the parties to this Agreement.
9. Professional Liability Insurance - Prior to the start of work, FACET LLC will secure and maintain at its own expense Professional Liability Insurance in the amount of not less than \$1,000,000 per claim and in the aggregate. Such insurance will be provided by an insurance carrier with a Best's Rating of not less than A-VII. If coverage is Claims Made, the retroactive date shall be prior to or coincident with the date of this agreement. The policy shall state that coverage is claims made, and state the retroactive date. Claims Made from coverage shall be maintained by FACET LLC for a minimum of three (3) years following the termination of this agreement, and FACET LLC shall annually provide the County with proof of renewal.
10. Subcontractors - FACET LLC shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontracts shall be subject to all of the requirements stated herein. **NOTE TO DEPARTMENTS: Limits of insurance may vary depending on individual contracts.**