

2016

ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE AUGUST

REGULAR WORK SESSION 2nd WEDNESDAY, AUGUST 10, 2016

9:00 a.m.	Human Services
9:15 a.m.	Law & Justice (Sheriff/Juvenile)
10:00 a.m.	Facilities
10:15 a.m.	WSU Extension
10:30 a.m.	Budget Director/GSA
10:45 a.m.	Commissioners Office

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

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

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

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

BOCC:pd

cc: Elected Officials
Appointed Department Heads
Press

HUMAN SERVICES
Work Session Agenda
August 10, 2016

1. Subject: Contract Amendment No. 2 with Washington Department of Social and Health Services, Developmental Disabilities Administration
Description: Add \$740,778 to Contract 1563-43220 and extend contract by one year, ending 6/30/2017
Attachment: Yes
Proposed Action: Move forward for BOCC approval
2. Subject: Contract Amendment No. 2 with Toddler Learning Center
Description: Add \$75,312 to Contract HS-24-15(1) and extend contract by one year, ending 6/30/2017
Attachment: Yes
Proposed Action: Move forward for BOCC approval
3. Subject: Contract Amendment No. 3 with Toddler Learning Center
Description: Add \$875 to Contract HS-24-15(2)
Attachment: Yes
Proposed Action: Move forward for BOCC approval
4. Subject: Contract Amendment No. 1 with Sherwood Community Services
Description: Add Contract \$8,368 to HS-27-15 and extend contract by one year, ending 6/30/2017
Attachment: Yes
Proposed Action: Move forward for BOCC approval
5. Subject: Contract Amendment No. 2 with Sherwood Community Services
Description: Reduce Amount of Contract HS-27-15(1) by \$875
Attachment: Yes
Proposed Action: Move forward for BOCC approval
6. Subject: Contract Amendment No. 1 with Sunrise Services
Description: Change fund source of \$49,402 of Contract HS-7-16 from Homeless Housing Fund to Mental Health Block Grant
Attachment: Yes
Proposed Action: Move forward for BOCC approval
7. Subject: Contract Amendment No. 7 with Sunrise Services
Description: Add \$9,243.70 to Contract HS-48-13(6) (Jail Transition) and extend contract period to 9/30/2016
Attachment: Yes
Proposed Action: Move forward for BOCC approval



CONTRACT AMENDMENT DDA County Services

DSHS CONTRACT NUMBER:
1563-43220

Amendment No. 02

This Contract Amendment is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.

Program Contract Number

Contractor Contract Number

CONTRACTOR NAME Island County		CONTRACTOR doing business as (DBA) Island County DDA County Services	
CONTRACTOR ADDRESS PO Box 5000 Coupeville, WA 98239-5000		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)	DSHS INDEX NUMBER 1222
CONTRACTOR CONTACT Jacquelyn Henderson	CONTRACTOR TELEPHONE (360) 678-7881	CONTRACTOR FAX (360) 679-7377	CONTRACTOR E-MAIL ADDRESS jackieh@co.island.wa.us
DSHS ADMINISTRATION Developmental Disabilities Admin		DSHS DIVISION Division of Developmental Disabilities	DSHS CONTRACT CODE 1769CS-63
DSHS CONTACT NAME AND TITLE Joseph Carter Business Manager		DSHS CONTACT ADDRESS 840 North Broadway Building A Suite 100 Everett, WA 98201-1288	
DSHS CONTACT TELEPHONE (425) 339-4836	DSHS CONTACT FAX (425) 339-4856		DSHS CONTACT E-MAIL ADDRESS cartejf@dshs.wa.gov
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT? No		CFDA NUMBERS	
AMENDMENT START DATE 07/01/2016		CONTRACT END DATE 06/30/2017	
PRIOR MAXIMUM CONTRACT AMOUNT \$672,180.00	AMOUNT OF INCREASE OR DECREASE \$740,778.00	TOTAL MAXIMUM CONTRACT AMOUNT \$1,412,958.00	
REASON FOR AMENDMENT; CHANGE OR CORRECT PERIOD OF PERFORMANCE AND MAX CONTRACT AMOUNT			
ATTACHMENTS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract Amendment by reference: <input checked="" type="checkbox"/> Additional Exhibits (specify): Exhibit B			
This Contract Amendment, including all Exhibits and other documents incorporated by reference, contains all of the terms and conditions agreed upon by the parties as changes to the original Contract. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract Amendment shall be deemed to exist or bind the parties. All other terms and conditions of the original Contract remain in full force and effect. The parties signing below warrant that they have read and understand this Contract Amendment, and have authority to enter into this Contract Amendment.			
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE Richard M. Hannold, Chair Board of County Commissioners Island County, Washington		DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE Melissa Diebert, Contract Manager		DATE SIGNED

This Contract between the State of Washington Department of Social and Health Services (DSHS) and the Contractor is hereby amended as follows:

1. The Total Maximum Contract Amount is hereby increased in the amount of \$740,778 for a new Contract Amount of \$1,412,958. This amount is for services provided during the added fiscal year.
2. The Program Agreement end date is extended to June 30, 2017.
3. Section 7. Statement of Work, sub-paragraph h. Qualified Providers. Will add the following paragraph:

DDA contracts with Technical Assistance providers that may be utilized by Counties with prior written approval.
4. Section 8. Consideration sub-paragraph b. Fees, item (2) Fee Limitations, sub-section (b) will be replaced in its entirety with the following:

(b) Community Access services will not exceed and hourly rate of \$35.00.
5. Section 9. Billing and Payment, will add sub-paragraph k. as follows:

k. PASRR Administration: The County may bill for administration costs as identified in Exhibit B. Monthly claims for administration cost will be based on the actual PASRR expenditures multiplied by 7%.
6. Exhibit B. Program Agreement Budget is hereby replaced with Exhibit B, attached and incorporated herein by reference.

Program Agreement Budget

Original Budget

Budget Revision

REVENUES

Fiscal Year	Fund Source	Original	1 st Revision	2 nd Revision	3 rd Revision
2016	State Funds	\$372,128	\$392,266		
	Medical Funds	\$261,713	\$279,914		
	Total	\$633,841	\$672,180		
2017	State Funds	\$423,228			
	Federal Funds	\$317,550			
	Total	\$740,778			

COUNTY FY 2017 SPENDING PLAN

	Planned Expenditures				
	Local Funds	PASRR Funds	State Funds	Medicaid Funds	TOTAL
ADMINISTRATION (CMIS/AWA BARS 11)		517	26,370	21,575	48,462
OTHER CONSUMER SUPPORTS (CMIS/AWA Code 31, 32, 41, 92, 93, 94)			21,553	17,635	39,188
CONSUMER SUPPORT STATE-ONLY			13,284		13,284
Child Development			83,680		83,680
MEDICAID CLIENTS		7,392	274,386	274,386	556,164
ROADS to COMMUNITY LIVING					
TOTAL		7,909	419,273	313,596	740,778

All other terms and conditions of this Contract remain in full force and effect.

**EXHIBIT G(2)
APPROVED CONTRACT BUDGET
UNIT RATE**

PROGRAM TITLE: Developmental Disabilities Child Development Services

AGENCY: Toddler Learning Center

CONTRACT PERIOD: 7/1/2015 TO 6/30/2017

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	BILLING PERIOD	AMOUNT
DSHS/DDD Contract # 1563-43220	7/1/15 – 6/30/16	\$76,812
DSHS/DDD Contract # 1563-43220	7/1/16 – 6/30/17	\$75,312
	TOTAL FUNDS AWARDED:	\$152,124

UNIT (NAME)	TOTAL UNITS PER MONTH (1 unit = 1 month of service per child)	RATE PER UNIT	DEFINITION/NARRATIVE (if applicable)
<ul style="list-style-type: none"> • Home/Community/Individual • Center/Individual or Group 	Approximately 55-80	\$127.00	<ul style="list-style-type: none"> • Staff time with individual child/family at home or in a community setting. • Staff time with individual child/family at Contracting Organization's center. • Staff time with child, in group setting at Contracting Organization's center.

**ISLAND COUNTY HUMAN SERVICES DEPARTMENT
P O BOX 5000
COUPEVILLE, WA 98239-5000**

CONTRACT AMENDMENT

CONTRACT HS-24-15	AMENDMENT # 3	CONTRACT HEREINAFTER IDENTIFIED AS: HS-24-15 (3)	MAXIMUM AMT. OF AMENDMENT: \$875 MAXIMUM AMT. OF CONTRACT: Original \$75,312 Amend 1 \$ 1,500 Amend 2 \$75,312 <u>Amend 3 \$ 875</u> Total \$152,999
NAME & ADDRESS OF CONTRACTOR: Toddler Learning Center, a Washington non-profit corporation PO Box 633 Oak Harbor, WA 98277		TITLE OF FUNDS: DSHS Grant # 1563-43220 COUNTY CONTACT: Jackie Henderson Human Services Director	
CONTRACT PERIOD FROM: 7/1/15		TO: 6/30/17	
AMENDMENT PERIOD FROM: 7/1/15		TO: 6/30/16	

DESCRIPTION OF AMENDMENT, MODIFICATION OR CHANGE ORDER TO THE AGREEMENT REFERRED TO AS CONTRACT NUMBER HS-24-15 AND AMENDMENTS THERETO FOLLOW:

1. Add Contract Amendment 3 Face Sheet to Contract HS-24-15(2).
2. Replace Exhibit G(2) with Exhibit G(3), increasing the maximum contract amount to \$152,999 for the period 7/1/15-6/30/17.

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

_____ This is a unilateral change order, signature of Contractor is not required below.

The Contractor hereby acknowledges and accepts the terms and conditions of this amendment or modification. Signature is required below.

FOR THE CONTRACTOR:

FOR ISLAND COUNTY:

Signature Date

Richard M. Hannold, Chair Date
Board of County Commissioners
Island County, Washington

Title

**EXHIBIT G(3)
APPROVED CONTRACT BUDGET
UNIT RATE**

PROGRAM TITLE: Developmental Disabilities Child Development Services

AGENCY: Toddler Learning Center

CONTRACT PERIOD: 7/1/2015 TO 6/30/2017

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	BILLING PERIOD	AMOUNT
DSHS/DDD Contract # 1563-43220	7/1/15 – 6/30/16	\$77,687
DSHS/DDD Contract # 1563-43220	7/1/16 – 6/30/17	\$75,312
	TOTAL FUNDS AWARDED:	\$152,999

UNIT (NAME)	TOTAL UNITS PER MONTH (1 unit = 1 month of service per child)	RATE PER UNIT	DEFINITION/NARRATIVE (if applicable)
<ul style="list-style-type: none"> • Home/Community/Individual • Center/Individual or Group 	Approximately 55-80	\$127.00	<ul style="list-style-type: none"> • Staff time with individual child/family at home or in a community setting. • Staff time with individual child/family at Contracting Organization’s center. • Staff time with child, in group setting at Contracting Organization’s center.

**ISLAND COUNTY HUMAN SERVICES DEPARTMENT
P O BOX 5000
COUPEVILLE, WA 98239-5000**

CONTRACT AMENDMENT

CONTRACT HS-27-15	AMENDMENT # 1	CONTRACT HEREINAFTER IDENTIFIED AS: HS-27-15 (1)	MAXIMUM AMT. OF AMENDMENT: \$8,368 MAXIMUM AMT. OF CONTRACT: Original \$ 8,368 <u>Amend 1 \$ 8,368</u> Total \$16,736
NAME & ADDRESS OF CONTRACTOR: Sherwood Community Services, 402 01 st Ave NE Lake Stevens, WA 98258		TITLE OF FUNDS: DSHS Grant # 1563-43220 COUNTY CONTACT: Jackie Henderson Human Services Director	
CONTRACT PERIOD FROM: 7/1/15		TO: 6/30/16	
AMENDMENT PERIOD FROM: 7/1/16		TO: 6/30/17	

DESCRIPTION OF AMENDMENT, MODIFICATION OR CHANGE ORDER TO THE AGREEMENT REFERRED TO AS CONTRACT NUMBER HS-27-15 AND AMENDMENTS THERETO FOLLOW:

1. Add Contract Amendment 1 Face Sheet to Contract HS-27-15 and increase the maximum contract amount by \$8,368 for the period 7/1/16-6/30/17.
2. Replace Exhibit G with Exhibit G(1).

*To be signed
after work session*

ALL OTHER TERMS AND CONDITION THERETO REMAIN IN FULL FORCE AND EFFECT

PREVIOUS AMENDMENTS

This is a unilateral change order, signature required below.

The Contractor hereby acknowledges the change order or modification. Signature is required below.

FOR THE CONTRACTOR:

FOR ISLAND COUNTY:

Signature Date

Title

Richard M. Hannold, Chair
Board of County Commissioners
Island County, Washington Date

**EXHIBIT G(1)
APPROVED CONTRACT BUDGET
UNIT RATE**

PROGRAM TITLE: Developmental Disabilities Child Development Services

AGENCY: Sherwood Community Services

CONTRACT PERIOD: 7/1/2015 TO 6/30/2017

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	BILLING PERIOD	AMOUNT
DSHS/DDD Contract # 1563-43220	7/1/15 – 6/30/16	\$8,368
DSHS/DDD Contract # 1563-43220	7/1/16 – 6/30/17	\$8,368
	TOTAL FUNDS AWARDED:	\$16,736

UNIT (NAME)	TOTAL UNITS PER MONTH (1 unit = 1 month of service per child)	RATE PER UNIT	DEFINITION/NARRATIVE (if applicable)
<ul style="list-style-type: none"> • Home/Community/Individual • Center/Individual or Group 	Approximately 2-15	\$127.00	<ul style="list-style-type: none"> • Staff time with individual child/family at home or in a community setting. • Staff time with individual child/family at Contracting Organization's center. • Staff time with child, in group setting at Contracting Organization's center.

**ISLAND COUNTY HUMAN SERVICES DEPARTMENT
P O BOX 5000
COUPEVILLE, WA 98239-5000**

CONTRACT AMENDMENT

CONTRACT HS-27-15	AMENDMENT # 2	CONTRACT HEREINAFTER IDENTIFIED AS: HS-27-15 (2)	MAXIMUM AMT. OF AMENDMENT: (\$875) MAXIMUM AMT. OF CONTRACT: Original \$ 8,368 Amend 1 \$ 8,368 <u>Amend 2 (\$ 875)</u> Total \$15,861
NAME & ADDRESS OF CONTRACTOR: Sherwood Community Services, 402 01 st Ave NE Lake Stevens, WA 98258		TITLE OF FUNDS: DSHS Grant # 1563-43220 COUNTY CONTACT: Jackie Henderson Human Services Director	
CONTRACT PERIOD FROM: 7/1/15		TO: 6/30/17	
AMENDMENT PERIOD FROM: 7/1/15		TO: 6/30/16	

DESCRIPTION OF AMENDMENT, MODIFICATION OR CHANGE ORDER TO THE AGREEMENT REFERRED TO AS CONTRACT NUMBER HS-27-15 AND AMENDMENTS THERETO FOLLOW:

1. Add Contract Amendment 2 Face Sheet to Contract HS-27-15(1) and decrease the maximum contract amount by \$875 for the period 7/1/15-6/30/16.
2. Replace Exhibit G(1) with Exhibit G(2).

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

This is a unilateral change order, signature of Contractor is not required below.

The Contractor hereby acknowledges and accepts the terms and conditions of this amendment or modification. Signature is required below.

FOR THE CONTRACTOR:

FOR ISLAND COUNTY:

Signature

Date

Richard M. Hannold, Chair
Board of County Commissioners
Island County, Washington

Date

Title

**EXHIBIT G(2)
APPROVED CONTRACT BUDGET
UNIT RATE**

PROGRAM TITLE: Developmental Disabilities Child Development Services

AGENCY: Sherwood Community Services

CONTRACT PERIOD: 7/1/2015 TO 6/30/2017

FUNDS AWARDED UNDER CONTRACT:

REVENUE SOURCE	BILLING PERIOD	AMOUNT
DSHS/DDD Contract # 1563-43220	7/1/15 – 6/30/16	\$7,493
DSHS/DDD Contract # 1563-43220	7/1/16 – 6/30/17	\$8,368
	TOTAL FUNDS AWARDED:	\$15,861

UNIT (NAME)	TOTAL UNITS PER MONTH (1 unit = 1 month of service per child)	RATE PER UNIT	DEFINITION/NARRATIVE (if applicable)
<ul style="list-style-type: none"> • Home/Community/Individual • Center/Individual or Group 	Approximately 2-15	\$127.00	<ul style="list-style-type: none"> • Staff time with individual child/family at home or in a community setting. • Staff time with individual child/family at Contracting Organization's center. • Staff time with child, in group setting at Contracting Organization's center.

ISLAND COUNTY HUMAN SERVICES DEPARTMENT
P O BOX 5000
COUPEVILLE, WA 98239-5000

CONTRACT AMENDMENT

CONTRACT HS-7-16	AMENDMENT # 1	CONTRACT HEREINAFTER IDENTIFIED AS: HS-7-16(1)	AMOUNT OF AMENDMENT: \$0 AMT. OF TOTAL CONTRACT: Homeless Housing Fund: \$76,598 MHBG: \$49,402
NAME & ADDRESS OF CONTRACTING ORGANIZATION: Sunrise Services, Inc. PO Box 2569 Everett, WA 98213-0569		TITLE OF FUNDS: Island County Homeless Housing Fund Community Mental Health Block Grant COUNTY CONTACT: Jackie Henderson Human Services Director	Total Contract: \$126,000
CONTRACT AMENDMENT PERIOD FROM: 06/01/2016 TO: 12/31/2016			

DESCRIPTION OF AMENDMENT, MODIFICATION OR CHANGE ORDER TO THE AGREEMENT REFERRED TO AS CONTRACT NUMBER HS-7-16 AND AMENDMENTS THERETO FOLLOW:

1. Add Contract Amendment 1 Face Sheet to Contract HS-7-16, effective 6/1/2016, changing the funding source for \$49,402 from Homeless Housing Fund to Mental Health Block Grant.
2. Replace Exhibit E with Exhibit E(1), adding Mental Health Block Grant funds to the Budget Summary.
3. Add Contract #North Sound BHO -ISLAND CO-MHBG-16-17 as Exhibit F

ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND ANY PREVIOUS AMENDMENTS THERETO REMAIN IN FULL FORCE AND EFFECT.

This is a unilateral change order, signature of Contractor is not required below.

The Contractor hereby acknowledges and accepts the terms and conditions of this amendment or modification. Signature is required below.

FOR THE CONTRACTOR:

FOR ISLAND COUNTY:

Signature Date

Richard M. Hannold, Chair Date

Sue Closser, President
Sunrise Services, Inc.

Board of County Commissioners
Island County, Washington

EXHIBIT E(1)
Budget Summary

June 1, 2016 – December 31, 2016

DESCRIPTION	Homeless Housing Funds	MHBG Funds	Total
Administration	\$ 7,599	\$5,001	\$12,600
Rental Assistance (includes utilities)	\$ 51,153	\$32,847	\$84,000
Program Operations (salaries, rent, insurance)	\$ 17,846	\$11,554	\$29,400
Total	\$ 76,598	\$49,402	\$126,000

Exhibit D(7)**Budget: July 1, 2013 – September 30, 2013**

Jail Funding – Island	10,125.00
Jail Funding – San Juan	<u>8,605.00</u>
Total Source of Funds	\$18,730.00

Budget: October 1, 2013 – June 30, 2014

Jail Funding – Island	28,687.00
Jail Funding San Juan	<u>24,381.00</u>
Total Source of Funds	\$53,068.00

Budget: July 1, 2014 – June 30, 2015

Jail Funding – Island	20,097.00
Jail Funding San Juan	17,080.00
County Millage	<u>33,580.00</u>
Total Source of Funds	\$70,757.00

Budget: July 1, 2015 –September 30, 2015

Jail Funding – Island	4,817.26
Jail Funding San Juan	<u>4,094.00</u>
Total Source of Funds	\$8,911.26

Budget: October 1, 2015 – March 31, 2016

Jail Funding – Island	10,405.41
Jail Funding San Juan	<u>8,821.42</u>
Total Source of Funds	\$19,226.83

Budget: April 1, 2016 – June 30, 2016

Jail Funding – Island	4,938.56
Jail Funding San Juan	<u>4,305.14</u>
Total Source of Funds	\$9,243.70

Budget: July 1, 2016 – September 30, 2016

Jail Funding – Island	4,938.56
Jail Funding San Juan	<u>4,305.14</u>
Total Source of Funds	\$9,243.70

Reporting Requirements:**INVOICE**

A monthly invoice for actual expenses incurred is due no later than the 15th of the month following service. Invoice should include:

1. All backup for expenses incurred that billing month
2. Number of hours spent at the Island County and Oak Harbor jail that billing month

Invoices shall be mailed or hand delivered to:

Island County Human Services
 Attn: Jaime Montoya
 105 NW 1st St.
 P.O. Box 5000
 Coupeville, WA 98239

The County agrees to make payment for services provided as approved by the Auditor of Island County with County warrants within thirty (30) working days following receipt of Contracting Organization's claim for reimbursement; provided that no payment shall be made in the month during which services are delivered unless otherwise approved by the County.

SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR ISLAND COUNTY

Law & Justice Facility, 101 NE 6th St, PO Box 5000, Coupeville WA 98239-5000
Phone: (360) 679-7361 Fax: (360) 679-7383

ALAN R. HANCOCK
Judge
VICKIE I. CHURCHILL
Judge
ANDREW SOMERS
Court Administrator

TO: BOARD OF ISLAND COUNTY COMMISSIONERS

FROM: ANDREW SOMERS
COURT ADMINISTRATOR

DATE: JULY 27, 2016

SUBJ: WORK SESSION AGENDA- AUGUST 10, 2016

1. **SUBJECT: ISLAND COUNTY SUPERIOR COURT & COURTHOUSE TECHNOLOGIES, LTD AGREEMENT.**

RM: RM-SC-2016- 236 TERM: 5 YEAR CONTRACT AMOUNT: \$1.81 PER SUMMONS

DESCRIPTION: SOFTWARE SUBSCRIPTION AND SERVICE AGREEMENT FOR JURY SUMMONS

ATTACHMENT: CONTRACT

ACTION REQUESTED: APPROVE REVIEW OTHER

2. **SUBJECT: CONSOLIDATED FOOD MANAGEMENT LLC (CFM) & ISLAND COUNTY JUVENILE DETENTION**

RM: RM-JUV-2016-266 TERM: 5 YEARS AMOUNT: FEE PER MEAL

DESCRIPTION: CFM PROVIDES MEALS FOR JUVENILE DETAINEES

ATTACHMENT: AGREEMENT

ACTION REQUESTED: APPROVE REVIEW OTHER

3. **SUBJECT: ISLAND COUNTY JAIL/JUVENILE DETENTION CENTER INMATE HEALTH CARE PROVIDER AGREEMENT AMENDMENT #1**

RM: RM-JUV-2016-273 TERM: 9/1/2016 - 12/31/2016 AMOUNT: \$17,021.19 JAIL

\$7,294.80 DETENTION

DESCRIPTION: INMATE HEALTH CARE

ATTACHMENT: AMENDMENT

ACTION REQUESTED: APPROVE REVIEW OTHER

4. **SUBJECT:**

RM: TERM: AMOUNT:

DESCRIPTION:

ATTACHMENT:

Provide either electronically or by hard copy one (1) copy of document(s) and Agenda. Documents & Agenda are due the week before the Wednesday meeting, on Monday, by close of business. For example, if the Work Session falls on October 9, documents were due on Monday, September 30.

Courthouse Technologies, Ltd.
Software Subscription and Service Agreement

The **Island County Superior Court (the "Customer")** and **Courthouse Technologies, Ltd. ("CHT")** agree that the terms of this Agreement and the Attachments hereto (which Attachments are incorporated by reference to this Agreement) form the complete and exclusive statement of the agreement between the parties and supersedes any prior oral or written communications between the parties relating to the subject matter of this Agreement.

The Customer accepts the terms of these documents by 1) signing the Agreement, 2) using the products and services provided in respect of this Agreement, or allowing others to do so, or 3) making any payment in respect of this Agreement. Additional or different terms in any written communication from the Customer (such as an order) are void.

Any references to the "CHT Customer Agreement" or "this Agreement" indicated in Attachment shall be to this Software Subscription and Service Agreement together with the Attachment and all Exhibits (as such term is defined in the Attachment).

Courthouse Technologies, Ltd.
#310 - 601 West Cordova St.
Vancouver, BC V6B 1G1
Canada
Facsimile No.: (604) 685-2991

Island County Superior Court
101 NE 6th
Coupeville, WA 98239
USA
Facsimile No: (360) 679-7383

Name: Scott Kerr
Title: President

Name: Vickie I. Churchill
Title: Presiding Judge

Date: _____

Date: _____

**Board of Island County
Commissioners**
1 NE 7th St., Room 214
Coupeville, WA 98239

Name: Richard M. Hannold
Title: Chair

Date: _____

TERMS AND CONDITIONS

1. CHT Software, Supplied Products, and Services - Definitions

1.1. CHT Software. The term "CHT Software" means the computer programs in machine-readable, object code form that are licensed by CHT to Customer as provided for in this Agreement, which CHT Software does not include "Supplied Products" being third party software that is separately licensed to Customer by the third party provider thereof but, for the purposes of this Agreement, as appropriate, the term CHT Software shall include all manuals and other documentary materials provided to Customer by CHT hereunder.

1.2. Services. The term "Services" means those system support services that CHT delivers or otherwise makes available to the Customer including those Services that are standard to all customers or customized to Customer specific requirements.

1.3. CHT Deliverables. The "CHT Deliverables" are collectively the CHT Software, Supplied Products, and Services that CHT agrees to provide to the Customer. The CHT Deliverables as well as CHT's responsibilities and performance period are described in "Exhibits" which include but are not limited to statements of work, supplements, schedules, addenda, and change authorizations, which are also part of this Agreement. If there is a conflict among the terms in the various documents, those of an Exhibit prevail over those of this Agreement.

1.4. Customer Materials. The term "Customer Materials" means, collectively, any materials or information including, but not limited to, customer data, software programs, database designs, documentation, reports, drawings and similar works that the Customer may own or license from third parties and that the Customer provides to CHT for the purpose of performing the Services.

2. Charges and Payment

2.1. All fees and charges including Subscription Fees are described in Exhibit A, "Statement of Work". Charges for Services, Supplied Products, or changes to the CHT Software, not described in Exhibit A, if any, shall be charged at CHT's prevailing, published rates.

2.2. All One-Time Charges as set out above are payable upon delivery of the CHT Software to the Customer. All Annual Subscription Charges as set out above are payable upon commencement of the Service. All charges as set out above are payable within thirty days of receipt of an invoice from CHT. All duties, sales, use and personal property taxes, or similar charges, excluding those based on CHT's net income, upon any transaction under this Agreement, will be in addition to the fees and shall be paid by Customer as specified in the invoice. Unless CHT specifies otherwise, all amounts are in United States Dollars (US\$).

3. Grant of License

3.1 Subject to the terms and conditions of this Agreement and compliance therewith by Customer, CHT hereby grants to the Customer a non-exclusive, nontransferable, license to access and use the CHT Software. The CHT Software is licensed to Customer on a County-wide subscription basis. This license specifically includes all facilities, departments, agencies, and courts operated in whole or in part by the Customer and all 3rd party vendors under contract to the Customer to provide information technology services of any kind. Except as otherwise provided in this Agreement, the Customer will not, by itself or through any affiliate, agent or third party, directly or indirectly:

3.1.1. reverse engineer, decompile, disassemble, alter or tamper with the CHT Software, in whole or in part, or otherwise obtain or attempt to obtain the source code for the CHT Software;

3.1.2. sell, lease, loan, exhibit, donate or otherwise transfer any CHT Deliverables or allow access to the CHT Software by any party;

3.1.3. permit any party to benefit from the use or functionality of the CHT Software via a timesharing, service bureau or other arrangement;

3.1.4. transfer any of the rights granted to Customer under this Agreement or license granted hereunder including without limitation, by way of sublicense; or

3.1.5. obscure, remove or alter any of the trademarks, trade names, logos, patent or copyright notices or other confidential or proprietary notices or legends on or encoded in the CHT Software or otherwise on the CHT Software.

3.2 The Customer warrants to CHT that the Customer is the proper corporate and legal authority to provide Customer Materials and that the provision of Customer Materials to CHT does not infringe on a patent or copyright or violate any trade secret or license or other trade agreement of any third party.

3.3 CHT shall have the right to periodically conduct audits at the site of Customer upon reasonable advance written notice to verify the Customer's compliance with the terms of this Agreement. CHT shall also have the right at any time it reasonably suspects or believes the Customer may be in non-compliance with the restricted use provisions of this Agreement or limitations of scope of license granted hereunder to require a sworn statutory declaration, certificate, or affidavit of a senior representative of the Customer regarding compliance by the Customer to the terms of this Agreement, in form and substance satisfactory to CHT, which certificate will be provided in forty-eight hours of written request therefor from CHT.

3.4 The CHT Deliverables provided hereunder and, where applicable, all copies thereof, are proprietary to CHT and title thereto remains in CHT. Other than the rights in and to the CHT Deliverables granted to Customer under this Agreement, Customer acquires no rights in the CHT Deliverables, or any part thereof, including without limitation, any patents, copyrights, trademarks,

trade secrets or other intellectual property embodied therein. Customer acknowledges that CHT claims that the CHT Deliverables contain valuable proprietary information and trade secrets developed by CHT. All rights not expressly granted to Customer under this Agreement are reserved by CHT and or its licensors.

- 3.5 Customer shall be responsible for entering into and complying with the terms of all license agreements with third party suppliers in connection with the Supplied Products.

4. Term and Termination

The term of this Agreement, the "Term", and the license set forth in paragraph 3 shall commence on the date of final signature and shall continue for a period of five (5) years from February 2, 2017 in accordance with the following provisions.

- 4.1 At any time during the Term, the Customer may elect to purchase the CHT Software at CHT's prevailing, published rates;
- 4.2 Upon the conclusion of the Term, the Customer may elect to renew the Subscription for an additional term at CHT's then prevailing, published rates;
- 4.3 CHT may terminate this Agreement and the license of the CHT Software:
- 4.3.1 if the Customer defaults in the performance of or compliance with any of its obligations under this Agreement other than those set out in section 4.3.3 below, and such default is not remedied or cured within thirty (30) days after CHT delivers notice specifying the default; or
 - 4.3.2 immediately if the Customer files a petition in bankruptcy or under any insolvency act; makes an assignment for the benefit of its creditors; consents to the appointment of a receiver of itself or of the whole or any substantial part of its property; is adjudicated as bankrupt; files a petition or answer seeking reorganization or arrangement under applicable bankruptcy laws or any other applicable law or statute; becomes subject to a final order, judgment or decree appointing a receiver of Customer; or if the Customer ceases to conduct business in the normal course; or
 - 4.3.3 immediately if Customer fails, intentionally or unintentionally to abide by the restricted use or confidentiality provisions of this Agreement or exceeds the scope of the license granted hereunder.
- 4.4 CHT may also terminate this Agreement pursuant to section 6.3.
- 4.5 Customer may terminate this Agreement:
- 4.5.1 immediately if CHT files a petition in bankruptcy or a petition to take advantage of any insolvency act; makes an assignment for the benefit of its creditors; consents to the appointment of a receiver of itself or of the whole or any substantial part of its property; is adjudicated as bankrupt; files a petition or answer seeking reorganization or arrangement under the bankruptcy laws or any other applicable law or statute; becomes subject to a final order, judgment or decree appointing a receiver of CHT seeking reorganization or arrangement of CHT under the bankruptcy laws or any other applicable law or statute; or ceases to conduct business in the normal course; or

- 4.5.2 CHT commits a breach of this Agreement, unless CHT cures the breach within thirty (30) days after delivery of the notice of breach by Customer to CHT.
- 4.6 Upon termination of this Agreement for whatever reason the license granted pursuant to paragraph 3 hereunder shall immediately terminate. The Customer shall immediately cease use of the CHT Software and destroy (and in writing certify such destruction) or return to CHT all copies of the CHT Software then in the Customer's possession or control within five (5) days after termination, and, unless termination is as a result of the provisions of section 4.5, shall immediately pay CHT all outstanding fees then owing under this Agreement.

5 Force Majeure

CHT and Customer shall not be liable in damages or have the right to terminate this Agreement for any delay or default in performance under this Agreement if such delay or default is caused by conditions beyond that party's reasonable control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license) strikes, labor disputes, war, missile attacks, civil commotion, accidents, explosions, falling aircraft, equipment deliveries, shortages of materials, labor or transportation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement.

6 Patent and Copyright Matters

6.1 The Customer will promptly notify CHT of any claim or suit involving the Customer in which infringement is alleged and cooperates fully with CHT and permits CHT to control completely the defense, settlement or compromise of any such allegation of infringement.

6.2 CHT shall have no liability to the Customer with respect to any claim of patent or copyright infringement or violation of any trade secret or license or other trade agreement, which is based upon the combination of the CHT Deliverables with Customer Materials or which arise out of the Supplied Products or any breach by Customer of third party license for such Supplied Products. The Customer agrees, notwithstanding any other provision of this Agreement, to defend, at its own expense, any action brought against CHT based on a claim that the combination of the CHT Deliverables furnished hereunder with Customer Materials infringes a United States patent or copyright or violates the terms of any license or other third party agreement, and the Customer will pay those costs and damages finally awarded against CHT in any such claim. In any claim against CHT, or a claim against Customer (the "Claimee"), the Claimee will notify the other party promptly regarding the circumstances of the claim.

6.3 CHT shall be liable to the Customer with respect to any claim of patent or copyright infringement or violation of any trade secret or license or other trade agreement, which is based solely upon the use of the CHT Software. CHT agrees, notwithstanding any other provision of this Agreement, to defend, at its own expense, any action brought against the Customer based on a claim that the use of the CHT Software furnished hereunder infringes a United States patent or copyright or violates the terms of any license, and CHT will pay those costs and

damages finally awarded against the Customer in any such claim. In any claim against the Customer, or a claim against CHT (the "Claimee"), the Claimee will notify the other party promptly regarding the circumstances of the claim.

6.4

6.5 If after final adjudication, the CHT Software is found to be infringing of any third party intellectual property right, then CHT will have the right, at its option, to:

- 6.5.1 alter the CHT Software to make it non-infringing, provided that such altered non-infringing software will fulfill substantially the same function as the CHT Software fulfilled prior to such alteration;
- 6.5.2 obtain a third party license or settlement for the continued use by the Customer of such infringing CHT Software; or
- 6.5.3 terminate this Agreement and the license granted hereunder, provided that, in the case of termination, CHT agrees that it will refund to Customer all one-time fees paid by Customer to CHT pursuant to section 2.1.

7 Confidentiality

The Customer acknowledges that the CHT Deliverables contain valuable trade secrets of CHT. CHT developed the CHT Deliverables through the expenditure of substantial time, effort and money. CHT wishes to, and the Customer agrees to, maintain in strict confidence and withhold from disclosure to unauthorized persons any data or information concerning the CHT Software, except as may be required pursuant to the Washington Public Records Act, Chapter 42.56 RCW. The Customer shall notify CHT of any public records requests that pertain to any data or information concerning the CHT Software as soon as reasonably possible. Furthermore, the Customer shall provide a reasonable amount of time, prior to any disclosure/production of such materials, in which CHT may seek an injunction preventing disclosure/production. Additionally, if appropriate, the Customer may itself claim as exempt from disclosure/production any information or materials that are exempt pursuant to RCW 42.56.270 as proprietary or trade secret information.

The Customer hereby agrees that the CHT Software and any information, knowledge and factual data related to the CHT Software which may be imparted to the Customer by CHT at any time, or from time to time, will not be copied (except one back-up copy of the CHT Software is permitted) or communicated to any third party, except for information required by employees of the Customer for use only in performing their duties on behalf of the Customer and which is to be retained in confidence by such employees. This Agreement creates in the Customer a license to obtain and utilize the CHT Software for the limited purposes provided herein, but confers no right, title or interest in or to the CHT Software, which title shall continue to vest solely in CHT.

8 Warranty, Exclusion of Warranties

8.1 CHT warrants to the Customer that it has the right to license the CHT Software to the Customer as contemplated herein. The sole remedy of the Customer with respect to this warranty is as set out in section 6.

8.2 CHT warrants that the delivered software will function in accordance with the specifications described in the Exhibits that form part of this Agreement.

8.3 In the event of significant malfunction of the CHT Software, provided that the Customer promptly notifies CHT hereof, CHT will use all commercially reasonable efforts to correct any fault occurring in the CHT Software, other than faults caused by the intentional or negligent acts of the Customer or the Customer's employees or independent contractors, or by the malfunction of the Customer's equipment, or Customer Materials.

8.4 THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, AND CHT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE CHT DELIVERABLES INCLUDING, WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CHT DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE CHT SOFTWARE WILL MEET CUSTOMER REQUIREMENTS OR THAT THE OPERATION OF THE CHT SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. THE REMEDIES PROVIDED FOR IN THIS AGREEMENT ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES.

9 Limitation of Liability

In no event shall CHT be liable, , in tort or strict liability or otherwise, for (a) any damages arising from performance or nonperformance of the CHT Software, (b) any lost profits, loss of use, or other consequential or incidental damages, even if CHT has been advised of the possibility of such damage,. Except for claims discussed in section 6 of this Agreement, CHT's liability to the Customer for any cause related to this Agreement or the CHT Software exceed the license fee paid by the Customer to CHT pursuant to this Agreement.

10 Independent Contractor/Personnel

CHT, in the performance of this Agreement, is acting as an independent contractor and both parties assume full responsibility for their acts and for compliance with any applicable employment, tax laws and with respect to employees. Without limiting the generality of the foregoing, each party is responsible for the supervision, direction, and control of their respective personnel. CHT reserves the right to determine the assignment of its personnel. CHT may subcontract a Service, or any part of it, to subcontractors selected by CHT.

11 Severability

In the event any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof and such remaining provisions shall be valid, legal and enforceable.

12 Entire Agreement

This Agreement constitutes the entire understanding of the relationship between the parties. No prior or contemporaneous representation or agreement outside of this Agreement shall have any effect whatsoever on the terms hereof.

13. No Assignment

This Agreement may not be assigned by the Customer without the prior written consent of CHT.

14. Notices

All notices required or permitted under this Agreement will be in writing and sent to the other party at the addresses specified within this Agreement or to such other address as either party may substitute from time to time by written notice to the other and shall be deemed to be validly given upon receipt of such notice given by personal or courier delivery or by facsimile to the addresses and facsimile numbers set out on page 1 of this Agreement.

15. Governing Law

All actions arising from this Agreement are governed by and subject to the laws of the State of Washington. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Thurston County, Washington.

16. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

FOOD SERVICE OPERATING AGREEMENT

This OPERATING AGREEMENT (the "Agreement") is made and entered into by and between Island County, a political subdivision of the State of Washington, herein referred to as "ISLAND COUNTY", and Juvenile Detention Center herein referred to as "JDC", and Consolidated Food Management, Inc., hereinafter referred to as "CFM", wherein ISLAND COUNTY authorizes CFM to manage and operate the food service program for the JDC, from within the premises of the County's Correctional Facility. In consideration of benefits contained herein, CFM will provide such food service program for JDC, located at 501 North Main Street, Coupeville, WA 98239, by utilizing the premises of the County's Correctional Facility. Therefore, this contract applies to services to be provided by CFM for the JDC, under sole direction of ISLAND COUNTY in accord with requirements of the JDC, and shall include the following:

WITNESSETH:

1. **GRANT:** ISLAND COUNTY hereby grants to CFM the exclusive right to provide food service for its residents at the JDC, located at 501 North Main Street, Coupeville, WA 98239. CFM hereby agrees to furnish nutritious, wholesome, and palatable food to such residents in the JDC in accordance with this Agreement.

2. **OPERATIONAL SERVICES**

A. GENERAL: In providing management services for JDC's food service operation, CFM shall comply with the applicable provisions of the National School Lunch Act, as amended, the Child Nutrition Act of 1966 as amended, and the USDA Regulations in 7 CFR 210, 7 CFR 215, 7 CFR 220, 7 CFR245, 7CFR 250.

The JDC is the applicant and reimbursement recipient for the Office of Superintendent of Public Instruction (OSPI) meal reimbursement program. CFM will supply meal recipes and production records to the JDC Food Service Supervisor as required for the OSPI meal reimbursement program.

B. AUTHORITY OF COUNTY AS THE SCHOOL FOOD AUTHORITY ("SFA") UNDER THE USDA REGULATIONS: ISLAND COUNTY shall retain control of its Food Service Program.

CFM and JDC shall ensure that the Food Service Program is in conformance with the Juvenile agreement under the National School Lunch Program and School Breakfast Program.

JDC shall monitor the Food Service Program through periodic on-site visits to ensure that the Food Service Program is in conformance with USDA regulations.

JDC shall retain control of the quality, extent and general nature of the Food Service Program, and ISLAND COUNTY acknowledges that ISLAND COUNTY shall pay for, and that children shall not be charged for, meals provided under the Agreement.

JDC shall retain signature authority on the State agency –School Food Authority agreement, free and reduced price policy statement, and claims reimbursement.

CFM will ensure that all federally donated foods received by ISLAND COUNTY and made available to CFM accrue only to the benefit of ISLAND COUNTY’S non-profit food service and are fully utilized therein, and ensure that all refunds received from processors are retained by ISLAND COUNTY.

CFM will maintain applicable health certification and assure that all State and local regulations are being met by CFM in preparing or serving meals at the juvenile facility.

CFM will establish an Advisory Board to assist in menu planning.

JDC shall retain control of the school food service account and overall financial responsibility for the Food Service Program.

CFM shall ensure all foods used are to meet USDA standards of quality, sanitation and safety, applying to foods that are processed commercially and purchased by the program.

CFM shall provide detailed specifications for each food component as specified in 7 CFR 210.10 and include such specifications in all Invitations for Bid and Request for Proposals. Such specifications must include items, such as grade, purchase units, style, conditions, weight, ingredient, formulations and delivery time.

C. CONSIDERATION: In consideration for the services performed under this agreement, ISLAND COUNTY will pay a rate per meal established on Attachment A.

D. FOOD PREPARATION

The meals provided by CFM will meet the following nutritional requirements in accordance with Washington Administrative Code (WAC), United States Department of Agriculture (USDA) and Group IV guidelines at each meal, and the Residential Child Care Institution (RCCI) Food Services requirements. The meals provided by CFM must always meet a minimum of one third of the Recommended Dietary Allowance (RDA) for lunch and dinner, and one fourth of the RDA for breakfast, while deriving no more than 30% of the total calories from fat, and no more than 10% of the total calories from saturated fat. Each meal must meet the nutrition goals of the Dietary Guidelines for Americans and the RDA as they relate to Child Nutrition Programs.

JDC shall review and observe a 28-day cycle menu. Any changes thereafter require the JDC’S approval.

CFM will prepare, assemble and cook (2) reimbursable meals (breakfast and lunch), a dinner meal and a snack per day, up to three hundred sixty five days per year. CFM shall manufacture and operate, as a Processor for Hire the meal program at and with permission of the Island County Jail for the JDC. CFM shall be responsible for purchasing and paying all labor necessary for meal preparation to the JDC.

CFM will maintain an accurate record of all regular and special diets served within the JDC. ISLAND COUNTY will provide the necessary utensils to eat meals with.

CFM will keep a daily log of storage temperatures. CFM shall maintain records of temperatures at time of food delivery. CFM shall maintain records of proper temperatures for holding and serving food, including all donated food, and incorporate cooking methods that are lower in fat and sodium. CFM shall acquire the necessary tools and materials to meet contract requirements and make available recipe and product information/production records to the JDC, Washington State Office of Superintendent of Public Instruction (OSPI), or other entity as directed by the JDC.

E. NUTRITION EDUCATION: CFM shall regularly conduct nutrition education activities as required or suggested under the USDA Regulations, together with such additional nutrition education activities and training as CFM and the JDC determine.

Professional Standards. The JDC must ensure that CFM staff has the knowledge and skills to supply safe and nutritious meals that meet the meal requirements. The JDC director must ensure that CFM employees providing services for the school meal programs have the required annual training. Therefore, the JDC must require CFM to provide documentation showing the training hours and topics completed by the employees. The JDC director may work with CFM to identify appropriate training resources, such as those listed at the professional standards website at <http://professionalstandards.nal.usda.gov>

F. MEAL DELIVERY:

Hot meals will be prepared by CFM and transported immediately by Island County Juvenile Detention Staff to assure appropriate temperature control and prevention of food-borne illness. Meals will be prepared and delivered in appropriate containers to maintain safe food temperatures. Island County Juvenile Detention Staff will be responsible for transporting the food to the Juvenile Detention Center in ready to serve food trays. Detention Staff will confirm each meal count one hour before the delivery time scheduled for each meal. Island County Juvenile Detention staff will serve trayed food to residents. Island County Juvenile Detention Staff will return all containers following meals.

- Meals Delivered to JDC by JDC Staff:**
- 0730 Breakfast**
- 1130 Lunch**
- 1630 Dinner**
- 1900 Snack**

G. FOOD PRODUCTS: CFM shall purchase and pay for all food products. Products purchased for use in the food service operation shall be the property of ISLAND COUNTY.

No a la carte food service shall be offered to children under this Agreement. However, if any a la carte food service is offered, all eligible children must be offered free, reduced price and full price reimbursable meals.

H. SANITATION: CFM shall be responsible for the food preparation, service, receiving and storage areas, and shall, on a continuing basis maintain high standards for sanitation. Environmental inspections of the kitchen will be conducted on a random basis by ISLAND COUNTY Health Department. Any violations noted will be immediately corrected and a copy of the violation and a report detailing the correction will be forwarded to JDC in a timely manner.

I. PERSONNEL: CFM shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, expert administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. CFM will offer employment to the current food service employees. CFM employees will be responsible for the direct supervision and monitoring of the inmate workers while they are working in the kitchen/laundry area. Any behavior or disciplinary issues that may arise will be brought to the immediate attention of the on-duty Corrections Sergeant.

The current CFM employee handbook is attached to this agreement as Attachment B.

J. HEALTH EXAMINATIONS: CFM will ensure health certification requirements are met at ISLAND COUNTY facility used to prepare the meals. CFM shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy policy and Conservation Act (P.L. 94-163).

All food shall be prepared in facilities provided by ISLAND COUNTY. However, if and to the extent food is prepared in facilities other than those provided by ISLAND COUNTY, and is delivered for use in the Food Service Program, all such food certification shall meet all State and local sanitation standards. CFM shall have State or local health certification for any facility not provided by ISLAND COUNTY in which CFM shall prepare meals for use in the Island County JDC and shall maintain such certification for the duration of this Agreement.

Clean Air and Water Acts: CFM shall comply with all applicable standards, orders or requirements issued pursuant to Section 306 of the 7 Clean Air Act of 1970, as amended (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), and any violations thereof shall be reported to the United States Department of Agriculture and to the US E.P.A. Assistant Administrator for Enforcement (EN-329) or other appropriate authority. CFM shall not use a facility listed on the EPA List of Violating Facilities.

K. INSURANCE AND INDEMNIFICATION:

CFM shall maintain as a direct cost of operation, the following insurance coverage for CFM employees while performing services hereunder.

- a.) Workmen's Compensation as required by law; and
- b.) CFM shall secure and maintain in effect at all times during the work such insurance as will protect CFM and its additional insured from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal

injury (including death) or property damages that may result from performance of the work or this Agreement.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by ISLAND COUNTY. If an Insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

CFM shall provide proof of insurance for:

Commercial General Liability Insurance.

Coverage limits not less than:

\$1,000,000 per occurrence per project

\$2,000,000 general aggregate

\$1,000,000 products & completed operations aggregate

\$1,000,000 personal and advertising injury, each offense

Certificate Holder -ISLAND COUNTY. The Certificate must name ISLAND COUNTY as additional insured and CFM must provide thirty (30) days written notice to ISLAND COUNTY of cancellation of the insurance policy.

Stop Gap/Employers Liability.

Coverage limits not less than:

\$1,000,000 each accident

\$1,000,000 disease – policy limit

\$1,000,000 disease – each employee

CFM must provide thirty (30) days written notice to ISLAND COUNTY of cancellation of the Insurance policy.

Commercial Automobile Liability Insurance.

Automobile liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9946 endorsement attached if 'pollutants' are to be transported.

Coverage limits not less than:

\$1,000,000 combined single limit

CFM must provide thirty (30) days written notice to ISLAND COUNTY of cancellation of the Insurance policy.

CFM shall furnish ISLAND COUNTY a Certificate of Insurance with Endorsements as evidence that policies providing insurance required by this Agreement are in full force and effect.

CFM hereby waives all rights of recourse, including any right to which another may be subrogated, against ISLAND COUNTY for personal injury, including death and property damage. CFM's insurance policies required above shall be primary insurance and shall be non-contributing with any other insurance maintained by ISLAND COUNTY.

CFM shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, CFM's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by CFM, or CFM's agents, suppliers or contractors.
CFM shall have sole responsibility for ensuring the insurance coverage and limits required are obtained by subcontractors.

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance with Endorsement, properly completed and in the amount required, is attached hereto. CFM hereby releases and shall indemnify, defend, and hold harmless ISLAND COUNTY, its subsidiaries, affiliates, officers, agents, employees, successors, assigns, and authorized representatives of all of the foregoing from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney fees, costs, and expenses of any kind or nature, including those arising out of injury to or death of CFM's employees, whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of CFM, CFM's sub-contractors, or of anyone acting under CFM's direction or control, or on CFM's behalf in connection with the performance of this Agreement. ISLAND COUNTY shall be indemnified and held harmless to the fullest extent permitted by law. CFM expressly waives its immunity under industrial insurance, Title 51 RCW, in relation to claims by and/or against ISLAND COUNTY; however, this provision does not otherwise waive immunity in relation to claims by CFM employees against CFM. This waiver was mutually negotiated by the parties. If any portion of this indemnity clause is invalid or unenforceable, it shall be deemed excised and the remaining portions of the clause shall be given full force and effect.

CFM hereby agrees to require all its sub-contractors or anyone acting under its direction, control, or on its behalf in connection with, or incidental to the performance of this Agreement to execute an indemnity clause identical to the preceding clause, specifically naming ISLAND COUNTY as indemnitee.

CFM agrees to notify ISLAND COUNTY, promptly in writing of any death, serious injury, or serious damage arising out of its operations on ISLAND COUNTY's premises, and to comply at all times with the requirements and provisions of the Occupational Safety and Health Act and related rules and regulations.

Unless otherwise expressly provided, both parties shall defend, indemnify, and hold each other harmless from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reasons of act or omission of the indemnifying party, its agents, or its employees in the performance of its obligations under this contract.

Absent negligence of either party, neither party has any obligation or responsibility for loss or damage to the other's real or personal property that is caused by fire, extended coverage perils, vandalism, or malicious mischief.

L. COMPLIANCE WITH LAWS: Each party hereto shall comply with all statutes, lawful ordinances, regulations, requirements, and standards, federal, state and local applicable to their activities hereunder.

M. LICENSE, FEES, PERMITS, AND TAXES: CFM shall secure and pay for all federal, state and local licenses, permits and fees required for the food service operation. In the event a sales or similar tax is assessed CFM under the terms of this agreement, ISLAND COUNTY shall reimburse CFM for such tax.

3. FINANCIAL ARRANGEMENTS:

A. MEAL ORDERS: The JDC shall notify CFM of the actual number of juvenile meals, including sack lunches and work release meals, ordered each day at a mutually agreed upon time prior to meal service, and the JDC shall make additions or deletions to such order within a mutually agreed upon time prior to meal service. When the initial notice of meals ordered is not given timely, CFM shall prepare and will be paid for the same number of meals as prepared for the previous day.

B. BILLING AND PRICES: The JDC will submit billing to the Office of the Superintendent of Public Instruction for meals actually served to juveniles and will be responsible to CFM for any other meals served. The JDC will not ask for any reimbursement from OSPI for any meals that are spoiled at delivery or do not meet the NSLP program requirements or that otherwise do not fulfill specifications of this contract.

C. RECORDS: CFM shall maintain such records for ISLAND COUNTY. ISLAND COUNTY, as food authority, will need to support its claim for reimbursement under the National School Lunch Program and School Breakfast Program, and CFM shall provide the necessary reports to ISLAND COUNTY within 10 days after the end of each month of operation. All records of CFM pertaining to the Food Service Program shall be made available to representatives of ISLAND COUNTY, OSPI, USDA, the U.S. Comptroller General, or the U.S. General Accounting Office, upon request, at CFM's offices during regular business hours.

All such records shall be kept on file for three years after the end of the year to which they pertain, or for such other period as the Secretary of the USDA or appropriate State officials may from time to time determine; provided, however, that if audit findings have not been resolved, the records shall be retained beyond the three year period as long as required for the resolution of the issues raised by the audit. For purposes of this Section, because the JDC is a correctional institution, rather than a public school, the term "year" shall mean each Federal fiscal year, commencing each October 1, during the term Agreement.

CFM shall provide the JDC with a comprehensive monthly summary. This summary shall be forwarded to the JDC's Administrator or designee to include:

- Daily meal counts by eligibility category by school site for each program in order to meet claim deadlines.
- Daily menu production records by program.
- Monthly summary of value of USDA donated foods received.

- Monthly summary of revenues from other sales.
- Invoices that show the CFM has credited the JDC for the value of all USDA donated foods received for use in the JDC's food service in the school year, including the value of USDA donated foods contained in processed end products. [7
CFR 250.54]
- Evidence of the CFM's procurement of processed end products on behalf of the JDC.

D. FINANCIAL AND PAYMENT TERMS: CFM will submit a weekly itemized invoice to ISLAND COUNTY for payment for services in the prior week on the per meal basis. All purchases by CFM on behalf of ISLAND COUNTY, of utensils and non-food supplies necessary to complying with this Agreement and separate from the fixed meal costs, will be separately detailed on the weekly bill and reimbursed within its regular payment cycle by ISLAND COUNTY to CFM. ISLAND COUNTY reserves the right to make such purchases of utensils and non-food supplies necessary in compliance with this Agreement.

Such payment shall be sent to:

Consolidated Food Management Inc.
7429 SE 27TH Street
Mercer Island, WA 98040-2753

Billing for Fixed Price Per Meal. The parties have mutually agreed upon a fixed price for meals and meal equivalents provided by the Food Service Management Company (FSMC) (See Attachment A). Future fixed price increases will be limited to the percentage of change in the Consumer Price Index for All Urban Consumers – Food Away From Home.

Meal Equivalent Defined. For fixed price per meal purposes, the number of meal equivalents shall be determined by dividing the total of all food sales except reimbursable meal and snack sales (including sales of adult meals, a la carte meals, snack bar, catering, conference, and any other function sales) by the current USDA free lunch meal reimbursement rate plus the USDA donated foods value.

For reimbursable meal and snack sales, meal equivalent lunches are calculated using the following conversion rates, which meet the Institute of Child Nutrition requirements:

- The number of lunches served.
- Breakfasts are converted to equivalent lunches by dividing the number of breakfasts served by 1.50.
- Snacks are converted to equivalent lunches by dividing the numbers of snacks served by three.

Billings to ISLAND COUNTY. No sales tax applies to FSMC invoices for managing the food service operation of ISLAND COUNTY.

F. ADDITIONAL SERVICES: Food, beverage and other services required by the JDC outside the scope of this Agreement shall be provided by CFM upon written authorization by the JDC at mutually agreed upon prices for such services.

G. FEDERAL SURPLUS COMMODITIES:

Inventories of Food and Supplies. Before the commencement of this contract, the existing food and operational supplies shall be delivered and charged to the CFM for the performance of this contract. The value of existing food and supplies shall be deducted from the first CFM invoice to the JDC. The cost of food and operational supplies ordered by CFM on behalf of the JDC in performance of this contract shall be paid for by the CFM. The inventory of food and operational supplies shall remain CFM's property.

The CFM shall make available, as required by state and federal regulations, all facilities, books, and records pertaining to food service operations available for onsite review by the JDC, OSPI, the Washington State Auditor, the USDA, and the Comptroller General, or their duly authorized representatives, to ensure compliance with program requirements and the management and use of USDA donated foods. The CFM shall maintain such records, for a period of not less than three (3) years after submission of the final claim for reimbursement for the fiscal year, as are needed by the JDC to support its claims for federal and state reimbursements. [7 CFR 210.16(c)(1), 7 CFR 210.23(c)]

The JDC must conduct a reconciliation at least annually (and upon termination of the contract) to ensure that the CFM has credited it for the value of all USDA donated foods received for use in the JDC's food service in the school year including the value of USDA donated foods contained in processed end products. [7 CFR 250.51(a)]

Crediting Value of USDA Donated Foods Received. The CFM must credit the JDC for the value of all USDA donated food received, entitlement and bonus, for use in the JDC's meal service in the school year. This includes the value of USDA donated food contained in processed end products. [7 CFR 250.51(a)] The CFM shall list on the invoice the value of USDA donated foods received for the period and deduct the amount of value from the total owed by JDC for the meal equivalents served. The value of USDA donated foods for entitlement and bonus is the average USDA purchase price as listed by OSPI Child Nutrition Services. For processed USDA donated foods it is the processing contract value in addition to the USDA/OSPI assigned average value. When the JDC pays OSPI for the processing fees, that amount is added to the value of USDA foods received to come up with the total adjustment to the monthly CFM billing. When the CFM pays the processing fees, they will only credit the JDC for the value of USDA foods received.

Any federally USDA donated foods received by the JDC and made available to the CFM must be used only for the benefit of the JDC's nonprofit food service operation and must be fully utilized, including all donated ground beef and ground pork and all end products received from processors. [7 CFR 250.51(d)] Bonus commodity items must be used to reduce the per meal charges of the CFM.

The CFM may store and inventory USDA donated foods and commercially purchased food together to the extent that the system ensures required use of donated foods. [7 CFR 250.52(a)] The CFM agrees to comply with the storage and inventory requirements for donated foods. [7 CFR 250.14(b)]

The CFM agrees to procure processed end products on behalf of the JDC in accordance with 7 CFR 250.

The CFM agrees that it will not itself enter into the processing contract with the processor.

The JDC shall assure that the maximum amount of USDA donated foods are received and utilized by the CFM. [7 CFR 210.9(b)(15)]

H. NONPROGRAM FOODS. For fixed price per meal contracts, awarded on a per meal basis and with revenues from nonprogram foods sales converted into meal equivalents to which the fixed price cost is applied, the FSMC will annually provide information on food costs and revenues. The information must include food cost for reimbursable meals, food cost for non-program foods, revenue from non-program foods, and total revenue. Nonprogram foods include: a la carte; catering; vending; and student stores operated, or any other sales generated through the nonprofit school food service account not already described. The FSMC will be responsible for providing the SFA with, or calculating nonprogram food costs and program revenues for compliance with the 7 CFR Part 210.14(f)

4. **ACCESS AND RECORDS:** CFM will maintain accurate books and records in connection with the food service operation and shall retain such records for thirty-six (36) months after the close of the federal fiscal year (October 1 through September 30).

5. **TERM OF AGREEMENT:** The term of this contract shall be for one year beginning on the date of the last dated signature below, and continuing until one year thereafter. The contract is subject to four (4) additional one-year renewals upon the written, dated consent of both parties, unless terminated by either party as provided herein. [7 CFR 210.16(d)] CFM shall provide ISLAND COUNTY with an amended Attachment A that will cover the costs of meals for the proposed renewal period at least 150 days before the end of the prior period. If renewed, the costs per meal during the renewal period shall be as set forth on the amended Attachment A.

6. **TERMINATION:**

A. TERMINATION FOR CONVENIENCE: Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon sixty days (60) days notice to the other party.

B. TERMINATION FOR DEFAULT: Either party may terminate this Agreement after a 60 day period, for a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

C. CONSEQUENCES OF TERMINATION: If this Agreement is terminated under any circumstances, ISLAND COUNTY shall pay CFM for all residents and staff meals, and other services, provided by CFM to and including the date of termination, at the rates and within the payment periods set forth in this Agreement. ISLAND COUNTY'S obligation to pay for meals and services provided shall survive the termination or expiration of this Agreement.

D. RETURN ON UNUSED USDA DONATED FOODS: When a contract terminates and is not extended or renewed, the CFM must return all unused USDA donated ground beef, donated ground pork, processed end products, and other unused donated foods to the JDC.
[7 CFR 250.52(c)]

E. NON APPROPRIATION: If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, ISLAND COUNTY will not be obligated to make payments for services or amounts incurred after the end of current fiscal year. As long as ISLAND COUNTY provides CFM with notice of any funding deficiency, no penalty or expense shall accrue to ISLAND COUNTY in the event this provision applies. If sufficient funds are not appropriated, this shall cause immediate termination of contract and the stopping of services by CFM.

7. **NOTICE:** All notices or other communication hereunder shall be deemed to be duly given to CFM when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above in Section 3.D, or such other address as it may designate, by notice given as aforesaid.

8. **CONFLICTS OF INTEREST:** CFM covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of ISLAND COUNTY and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

9. **BEST COMMERCIAL PRACTICES:** Any silence, absence or omission from this Agreement and its contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials, such as food and supplies, and workmanship of a quality that would normally be specified by ISLAND COUNTY shall be used. CFM shall comply with all provisions of the Buy American law, and the regulations under 7 CFR. Part 250 related thereto.

10. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** CFM shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330), as supplemented by Department of Labor regulations (29 CFR, Part 5). In addition, CFM shall comply with all applicable provisions of any other applicable federal, state or local law or regulation with respect to its personnel providing services hereunder.

11. **NON-DISCRIMINATION**: CFM and the JDC shall comply with Federal Executive Order 11246- Equal Employment Opportunity as amended by Federal Executive Order 11375. CFM and the JDC mutually agree that they shall not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, sexual orientation, marital status, veteran status or the presence of a disability or other criteria made illegal by state or federal law or ISLAND COUNTY's policy.

12. **CONFIDENTIAL INFORMATION**: All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in CFM's business (collectively, the "CFM" Proprietary Information") are and shall remain confidential and the sole property of CFM and constitute trade secrets of CFM. The JDC shall keep all CFM's Proprietary Information confidential and shall use the CFM Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The JDC shall not photocopy or otherwise duplicate any materials containing any CFM Proprietary Information without the prior written consent of CFM. Upon the expiration or any termination of this Agreement, all materials containing any CFM Proprietary Information shall be returned to CFM. After receiving a Public Records Request for CFM Proprietary Information the JDC will notify CFM so CFM can take action it deems appropriate.

13. **PRESS RELATIONS**: CFM shall coordinate with the County Sheriff or Juvenile Court Administrator on any and all press or media releases.

14. **ENTIRE AGREEMENT**: This Agreement, together with CFM's proposal and the JDC's specifications, represent the entire agreement and understanding between the JDC and CFM and supersede all prior negotiations, representations or agreements, either written or oral, including without limitation, any request for proposal, invitation to bid, bid specifications, bids, proposals or other similar documents (collectively, the "Request for Proposal"). In the event of a conflict between this Agreement and Request for Proposal, this Agreement shall govern. This Agreement may be amended only by written instrument signed by both ISLAND COUNTY and CFM.

15. **SEVERABILITY**: If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

16. **WAIVER**: The failure of CFM or the JDC to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

17. ADDITIONAL REGULATORY REQUIREMENTS:

A. DEBARMENT/SUSPENSION CERTIFICATE: CFM must sign a Debarment/Suspension Certification. This certification assures ISLAND COUNTY that CFM has not been debarred from entering into contracts with the federal government \ or any entity receiving federal funds or suspended from entering contracts during a time when CFM is being investigated or a legal action is being taken to debar CFM from contracting activities. The certification must be attached to the signed contract and kept on file at ISLAND COUNTY. A copy of the certification must also be forwarded to the state agency with a copy of the signed contract or addendum. A copy of the certification is attached hereto as Attachment C.

18. LOBBYING:

A. CERTIFICATION: CFM must sign a Lobbying Certification regarding lobbying which conforms in substance with language in 7 CFR 3018. The certification must be attached to the signed contract and kept on file at ISLAND COUNTY. A copy of the certification must also be forwarded to the state agency with a copy of the signed contract or addendum. A copy of the certification is attached hereto as Attachment D.

B. DISCLOSURE FORM: CFM must disclose lobbying activities in connection with the Programs. The disclosure form must be attached to the signed contract and kept on file at ISLAND COUNTY. A copy of the disclosure form must also be forwarded to the state agency with a copy of the signed contract or addendum. A copy of the disclosure form is attached hereto as Attachment E.

19. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION: CFM must sign a Certification of Independent Price Determination. This certification assures District that the prices set forth in this Agreement have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition. The certification must be attached hereto, and kept on file at ISLAND COUNTY. A copy of the certification must also be forwarded to the state agency with a copy of the signed contract or addendum, pursuant to OMB Circular 3017. A copy of the disclosure form is attached hereto as Attachment F.

20. NON-PERFORMANCE SANCTIONS: Upon any termination of this Agreement for default, each party shall be entitled to all remedies available to it at law, in equity or under the USDA Regulations or any other Federal law or regulations.

Attachment A

Range of Daily Meals	# of Inmates	Price per meal	July 1, 2017
		7/1/2016	2.50%
156 - 161	52	3.716	3.809
162 - 167	54	3.566	3.655
168 - 173	56	3.467	3.554
174 - 179	58	3.374	3.458
180 - 185	60	3.287	3.369
186 - 191	62	3.205	3.285
192 - 197	64	3.129	3.207
198 - 203	66	3.057	3.133
204 - 209	68	2.99	3.065
210 - 215	70	2.927	3.000



Consolidated Food Management, Inc.

CFM
Employee
Handbook

January 2016

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ATTACHMENT C

Suspension and Debarment Certification

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$25,000.

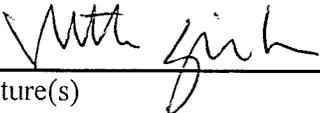
U. S. DEPARTMENT OF AGRICULTURE

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, Title 7 CFR Part 3017, Section 3017.510, Participants' Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consolidated Food Management, Inc. (CFM)	Food Service Management Program
Organization Name	PR/Award Number or Project Name
Mitch Speicher CFO	
Names(s) and Title(s) of Authorized Representative(s)	
	5/27/16
Signature(s)	Date

ATTACHMENT D

Certification Regarding Lobbying Disclosure of Lobbying Activities (Complete the form that is applicable.)

NOTE: This certificate must be completed for all new and renewal contract years when the contract exceeds \$100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Consolidated Food Management, Inc. (CFM)

7429 SE 27th Street, Mercer Island, WA 98040

Name/Address of Organization

Mitch Speicher, CFO
Name/Title of Submitting Official

Mitch Speicher
Signature

5/27/16
Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action: _____</p> <p>a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: _____</p> <p>a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type: _____</p> <p>a. initial filing b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of Last Report _____</p>
<p>4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>	
<p>6. Federal Department/Agency:</p>	<p>Congressional LEA, if known:</p>	
<p>8. Federal Action Number, if known:</p>	<p>7. Federal Program Name/Description:</p>	
<p>10a. Name and Address of Lobbying Entity: (if individual, last name, first name, middle)</p>	<p>CFDA Number, if applicable: _____</p>	
<p>11. Amount of Payment (check all that apply): \$ _____ ___ Actual ___ Planned</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>13. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: _____ Nature _____ Actual _____</p>	<p>10b. Individuals Performing Services (include address if different from 10a.) (last name, first name, middle)</p>	
<p>15. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:</p>	<p>12. Type of payment (check all that apply): ___ a. retainer ___ b. one-time fee ___ c. commission ___ d. contingent fee ___ e. deferred ___ f. other; specify: _____</p>	
<p>16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will</p>	<p>14. Continuation Sheet(s) SF-LLL-A Attached: Yes _____ (Number _____) No _____</p>	
<p>Attach Continuation Sheet(s) SF-LLL-A (if necessary)</p>	<p>Signature: _____ Print Name: _____</p>	

ATTACHMENT F

Certificate of Independent Price Determination

Both the Local Education Agency (LEA) and Food Service Management Company (offeror) shall execute this Certificate of Independent Price Determination.

Consolidated Food Management, Inc. (CFM)

NAME OF FOOD SERVICE MANAGEMENT COMPANY	NAME OF LOCAL EDUCATION AGENCY
---	--------------------------------

- A. By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
1. The prices in this offer have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
 3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit, an offer for the purpose of restricting competition.
- B. Each person signing this offer on behalf of the Food Service Management Company certifies that:
1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 2. He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this Food Service Management Company, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

 CFO 5/27/16

SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE DATE
Mitch Speicher

In accepting this offer, the LEA certifies that no representative of the LEA has taken any action that may have jeopardized the independence of the offer referred to above.

 CFO 5/27/16

SIGNATURE/TITLE OF FSMC AUTHORIZED REPRESENTATIVE DATE
Mitch Speicher

Note: Accepting a bidder's offer does not constitute award of the contract.

**ISLAND COUNTY JAIL/JUVENILE DETENTION CENTER INMATE HEALTH CARE
PROVIDER AGREEMENT
AMENDMENT #1**

This constitutes Amendment No. 1 to the Agreement by and between ISLAND COUNTY and NORTH END MEDICAL PROFESSIONAL CORPORATION, entered into on August 25, 2015. The following provisions of the Agreement are amended to read:

First paragraph:

THIS AGREEMENT is made and entered into between Island County and North End Medical Professional Corporation, and becomes effective on September 1, 2016 and remains effective through December 31, 2016. This agreement shall be reviewed annually for possible renewal.

16. In exchange for services rendered under this agreement, the COUNTY shall pay to the CONTRACTOR as follows:

Island County Jail	\$17,021.19 per month
Island County Juvenile Detention	\$7,294.80 per month

The maximum amount for this contract was agreed to not exceed \$284,458.90 dollars during the 12-month period from September 1, 2015 through August 31, 2016. Now, ISLAND COUNTY and the CONTRACTOR agree to a four month contract extension not to exceed \$97,263.96 (\$24,315.99 per month for four months). CONTRACTOR shall submit a separate invoice for Island County Jail services to the Island County Sheriff and a separate invoice for Island County Juvenile Detention Services to the Superior Court Administrator. ISLAND COUNTY will process and pay CONTRACTOR'S invoices within 45 days of receipt of any invoice. ISLAND COUNTY at its sole discretion may pay for such services one month in advance of such services being provided.

All other provisions of the agreement remain the same.



⋮

Sheriff Mark C. Brown

Post Office Box 5000

Coupeville, WA 98239-5000

360-678-4422, 629-4523 x7310, 321-5113 x7310

Fax 360-679-7371 MarkB@co.island.wa.us

Island County Sheriff's Office

STAFF SESSION Meeting Agenda August 10, 2016

SHERIFF

Subject: Interlocal Agreement between Island County Sheriff Office and the
Coupeville Marshall's Office
Homeland Security Grant E16-174 in the amount of \$17,407.28
Funding for overtime, benefits and Equipment.

Attachment: Yes

Proposed Action: Discussion

Subject: Interlocal Agreement between Island County Sheriff Office and the
Langley Police Department.
Homeland Security Grant E16-174 in the amount of \$6,132.15
Funding for overtime and benefits.

Attachment: Yes

Proposed Action: Discussion

Subject: Interlocal Agreement between Island County Sheriff Office and the
Oak Harbor Police Department.
Homeland Security Grant E16-174 in the amount of \$45,947.04
Funding for overtime, benefits and Equipment.

Attachment: Yes

Proposed Action: Discussion

Subject: Professional Services Operating Agreement between Island County Sheriff
Office and Consolidated Food Management, Inc.
One-year contract, with option of four additional one-year renewals, with
amount of contract based on consumption.

Attachment: Yes

Proposed Action: Discussion

Subject: Island County Jail/Detention Medical Care RFP

Attachment: Yes

Proposed Action: Discussion

INTERLOCAL AGREEMENT BETWEEN
ISLAND COUNTY SHERIFF'S OFFICE AND COUPEVILLE MARSHALL'S OFFICE

This AGREEMENT is entered into by and between the ISLAND COUNTY SHERIFF'S OFFICE and the COUPEVILLE MARSHALL'S OFFICE.

- | | |
|---|--|
| <p>1. Award Recipient Name and Address
Coupeville Marshall's Office</p> | <p>2. Contact: Rick Norrie
Title: Marshall
Telephone: 360-678-4461</p> |
| <p>3. Project Title:
Homeland Security Grant</p> | <p>4. Award Period:
09/01/2015-06/30/2018</p> |
| <p>5. Grant No.
E16-174</p> | <p>6. Funding Authority
Washington State Military Department</p> |
| <p>7. Amount Approved:
\$17,407.28</p> | <p>8. Service Area:
Town of Coupeville</p> |

COST									
Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total
Agency cost	\$7,894.08	\$1,363.20	\$8,150.00	\$0	\$0	\$0	\$0	\$0	\$17,407.28

FUNDING SOURCE

Funding for this AGREEMENT is provided to the ISLAND COUNTY SHERIFF'S OFFICE from the Washington State Military Department for the intended purpose/use as defined in the Homeland Security Grant No.E16-174, which is incorporated by reference. Funding awarded to the RECIPIENT shall not exceed \$17,407.28.

SCOPE OF SERVICES

The RECIPIENT shall use the funds awarded to meet the requirements identified in the Grant Agreement #E16-174, which is incorporated herein. The required quarterly report will be submitted within ten days of the end of the quarter. Funds will be disbursed once the Island County Sheriff's Office has been reimbursed by Washington State Military Department. Delays in report submittal or project related activities may result in a delay of disbursement of funds.

INDEMNIFICATION

Each party agrees to be responsible and assumes liability for its own wrongful and/or negligent acts or omissions in the performance of this Agreement 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 the other party harmless from any such liability. No joint venture or partnership is formed as a result of this Agreement.

IN WITNESS WHEREOF, ISLAND COUNTY SHERIFF'S OFFICE and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

ISLAND COUNTY SHERIFF

COUPEVILLE MARSHALL'S OFFICE

Name: Mark Brown
Sheriff



Name: Rick Norrie
Marshall

Date: _____

Date: 4/27/2016

Richard M. Hannold, Chair
Board of Island County Commissioners

Date: _____

Table A.2

Coupeville Marshals Office – Partner Recipient Cost Summary = \$17,407.28									
Cost Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total
Agency Cost	\$7,894.08	\$1363.20	\$8,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17,407.28

Coupeville Marshals Office utilized 11.6 percent of the FY 2015 OPSG Grant Award.

Coupeville OT Cost \$9,257.28

Coupeville General Cost \$8,150.00

Total Cost \$17,407.28

Coupeville Marshals Office – Friendly Force Allocation amount \$17407.28
Itemized Cost and Justifications

Overtime

2 - Deputies working an average, 8-hour Overtime (OT) shift.

1 - Sergeant hourly rate = \$39.58 x 1.5 (times and one half) = \$59.38 OT rate. \$59.38

OT rate x 8 hours worked = \$475.04. 6 shifts x \$475.04 = \$2850.24

1 – Deputy hourly rate = \$35.03 x 1.5 (times and one half) = OT Rate \$52.54.

\$52.54 OT rate x 8 OT hours worked = \$420.32. 12 shifts x \$420.32 = \$5,043.84.

OT subtotal: \$7,894.08

INTERLOCAL AGREEMENT BETWEEN
ISLAND COUNTY SHERIFF'S OFFICE AND LANGLEY POLICE DEPARTMENT

This AGREEMENT is entered into by and between the ISLAND COUNTY SHERIFF'S OFFICE and the LANGLEY POLICE DEPARTMENT.

- | | |
|--|--|
| <p>1. Award Recipient Name and Address
Langley Police Department</p> | <p>2. Contact: Dave Marks
Title: Chief
Telephone: 360-221-4433</p> |
| <p>3. Project Title:
Homeland Security Grant</p> | <p>4. Award Period:
09/01/2015-06/30/2018</p> |
| <p>5. Grant No.
E16-174</p> | <p>6. Funding Authority
Washington State Military Department</p> |
| <p>7. Amount Approved:
\$6,132.15</p> | <p>8. Service Area:
City of Langley</p> |

COST									
Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total
Agency cost	\$5,184.00	\$948.15	\$0	\$0	\$0	\$0	\$0	\$0	\$6,132.15

FUNDING SOURCE

Funding for this AGREEMENT is provided to the ISLAND COUNTY SHERIFF'S OFFICE from the Washington State Military Department for the intended purpose/use as defined in the Homeland Security Grant No.E16-174, which is incorporated by reference. Funding awarded to the RECIPIENT shall not exceed \$6,132.15.

SCOPE OF SERVICES

The RECIPIENT shall use the funds awarded to meet the requirements identified in the Grant Agreement #E16-174, which is incorporated herein. The required quarterly report will be submitted within ten days of the end of the quarter. Funds will be disbursed once the Island County Sheriff's Office has been reimbursed by Washington State Military Department. Delays in report submittal or project related activities may result in a delay of disbursement of funds.

INDEMNIFICATION

Each party agrees to be responsible and assumes liability for its own wrongful and/or negligent acts or omissions in the performance of this Agreement 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 the other party harmless from any such liability. No joint venture or partnership is formed as a result of this Agreement.

IN WITNESS WHEREOF, ISLAND COUNTY SHERIFF'S OFFICE and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

ISLAND COUNTY SHERIFF

LANGLEY POLICE DEPARTMENT

Name: Mark Brown
Sheriff

Dave Marks
Name: Dave Marks
Chief

Date: _____

Date: 5-1-16

Richard M. Hannold, Chair
Board of Island County Commissioners

Date: _____

Langley Police Department – Partner Recipient Cost Summary = \$6,132.15

Cost Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total
Agency Cost	\$5,184.00	\$948.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,132.15

Langley Police Department utilized 4 percent of the FY 2015 OPSG Grant Award.

Langley OT Cost \$6,132.15
 Langley General Cost \$0.00
Total Cost \$6,132.15

Langley Police Department – Friendly Force Allocation amount \$6,132.15
Itemized Cost and Justifications

Overtime

1 - Officer working an average, 8-hour Overtime (OT) shift.
 1 - Officer hourly rate = \$27.00 x 1.5 (times and one half) = OT rate \$40.50
 \$40.50 OT rate x 8 hours worked = \$324.00. 16 shifts x \$324.00 = \$5,184.00

OT subtotal: \$5,184.00

Fringe

Officer OT rate = \$40.50 (0.062) FICA = \$2.51, (0.020) SUI = \$0.81, (0.0523)
 Retirement = \$2.12, (0.0145) Medicare = \$0.59, Workers Comp \$1.3083 per hour
 worked. Fringe hourly rate times 128 hours = \$704.64

Fringe subtotal: \$948.15

Equipment

N/A

subtotal: \$0.00

Equipment

FUEL

N/A

Fuel subtotal: \$0.00

Maintenance

N/A

subtotal: \$0.00

Maintenance service

Mileage

Fringe

Sergeant OT rate = \$59.38 (0.062) FICA = \$3.68, (0.020) SUI = \$1.18, (0.0523) Retirement = \$3.11, (0.0145) Medicare = \$0.86, Workers Comp \$1.3083 per hour worked. Fringe hourly rate times 48 work hours = \$486.72

Deputy OT rate = \$52.54 (0.062) FICA = \$3.26, (0.020) SUI = \$1.05, (0.0523) Retirement = \$2.75, (0.0145) Medicare = \$0.76, Workers Comp \$1.3083 per hour worked. Fringe hourly rate times 96 hours = \$876.48

Fringe subtotal:

\$1,363.20

Equipment

Item 1 - (1) Physical Security Enhancement Equipment: AEL 14SW-01-VIDA. Title: System, Video Assessment, Security. A portable surveillance system with live digital feed, instant playback, and wireless access, capable of integration with local, State and Federal agencies, adding a valuable intelligence component to the mission. The surveillance system can be a shared, moved and mounted in isolated areas vulnerable to incursions by undocumented aliens, contraband smugglers and potential terrorist along the Inter-Island, Maritime Corridor. This would support mission purpose in providing real-time situational awareness of cross border activity. Equipment cost = \$8,150.00

Equipment subtotal:

\$8,150.00

FUEL

N/A

Fuel subtotal: \$0.00

Maintenance

N/A

subtotal: \$0.00

Maintenance service

Mileage

N/A

Mileage subtotal: \$0.00

Travel

N/A

Travel subtotal: \$0.00

M&A

N/A

total cost: \$0.00

M&A

INTERLOCAL AGREEMENT BETWEEN
ISLAND COUNTY SHERIFF'S OFFICE AND OAK HARBOR POLICE DEPARTMENT

This AGREEMENT is entered into by and between the ISLAND COUNTY SHERIFF'S OFFICE and the OAK HARBOR POLICE DEPARTMENT.

- | | |
|---|--|
| <p>1. Award Recipient Name and Address
Oak Harbor Police Department</p> | <p>2. Contact: Ed Green
Title: Chief
Telephone: 360-279-4600</p> |
| <p>3. Project Title:
Homeland Security Grant</p> | <p>4. Award Period:
09/01/2015-6/30/2018</p> |
| <p>5. Grant No.
E16-174</p> | <p>6. Funding Authority
Washington State Military Department</p> |
| <p>7. Amount Approved:
\$45,947.04</p> | <p>8. Service Area:
City of Oak Harbor</p> |

COST									
Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total
Agency cost	\$14,756.80	\$2,190.24	\$29,000.00	\$0	\$0	\$0	\$0	\$0	\$45,947.04

FUNDING SOURCE

Funding for this AGREEMENT is provided to the ISLAND COUNTY SHERIFF'S OFFICE from the Washington State Military Department for the intended purpose/use as defined in the Homeland Security Grant No.E16-174, which is incorporated by reference. Funding awarded to the RECIPIENT shall not exceed \$45,947.04.

SCOPE OF SERVICES

The RECIPIENT shall use the funds awarded to meet the requirements identified in the Grant Agreement #E16-174, which is incorporated herein. The required quarterly report will be submitted within ten days of the end of the quarter. Funds will be disbursed once the Island County Sheriff's Office has been reimbursed by Washington State Military Department. Delays in report submittal or project related activities may result in a delay of disbursement of funds.

INDEMNIFICATION

Each party agrees to be responsible and assumes liability for its own wrongful and/or negligent acts or omissions in the performance of this Agreement 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 the other party harmless from any such liability. No joint venture or partnership is formed as a result of this Agreement.

IN WITNESS WHEREOF, ISLAND COUNTY SHERIFF'S OFFICE and RECIPIENT acknowledge and accept the terms of this AGREEMENT and attachments hereto, and in witness whereof have executed this AGREEMENT as of the date and year written below. The rights and obligations of both parties to this AGREEMENT are governed by the information on this Award Sheet and Letter and other documents incorporated herein.

ISLAND COUNTY SHERIFF

OAK HARBOR POLICE DEPARTMENT

Name: Mark Brown
Sheriff

Date: _____



Name: Terry Gallagher
Police Administrator

Date: 6-16-2016

ISLAND COUNTY COMMISSIONER

CITY OF OAK HARBOR

Richard M. Hannold, Chair
Board of Island County Commissioners

Date: _____



Robert Severns
Mayor City of Oak Harbor

Date: 6-16-16

Table A.4

Oak Harbor Police Department – Partner Recipient Cost Summary = \$45,947.04									
Cost Categories	Overtime	Fringe	Equipment	Fuel	Maint.	Mileage	Travel	M&A	Total
Agency Cost	\$14,756.80	\$2,190.24	\$29,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,947.04

Oak Harbor Police Department utilized 30.1 percent of the FY 2015 OPSG Grant Award.

Oak Harbor OT Cost \$16,947.04

Oak Harbor General Cost \$29,000.00

Total Cost \$45,947.04

Oak Harbor Police Department – Friendly Force Allocation amount \$45,947.04
Itemized Cost and Justifications

Overtime

3 - Officers working an average 8-hour Overtime (OT) shift.

1 - Sergeant hourly rate = \$42.75 x 1.5 (times and one half) = \$64.12 OT rate.

\$64.12 OT rate x 8 hours worked = \$512.96. 8 shifts x \$475.04 = \$4,103.68

2 – Officer hourly rate = \$36.99 x 1.5 (times and one half) = OT Rate \$55.48.

\$55.48 OT rate x 8 hours worked = \$443.88 x 2 Officers = \$887.76. 12 shifts x

\$887.76 = \$10,653.12

subtotal: \$14,756.80

OT

Fringe

Sergeant pay rate of \$42.75 times 1.5 (time and one half) = \$64.12 OT Rate;
 (0.062) FICA rate = \$3.97, (0.014) SUI rate = \$0.90, (0.0523) Retirement rate =
 \$3.35, (0.0145) Medicare rate = \$0.93, Workers Comp \$0.96 = \$10.11 Fringe;
 times 48 work hours = \$485.28

Officer pay rate of \$36.99 times 1.5 (time and one half) = \$55.48 OT Rate;
 (0.062) FICA rate = \$3.44, (0.014) SUI rate = \$0.78, (0.0523) Retirement rate =

\$2.90, (0.0145) Medicare rate = \$0.80, Workers Comp \$0.96 = \$8.88 Fringe x 2
Officers = \$17.76 times 96 hours = \$1,704.96

Fringe subtotal:

\$2,190.24

Equipment

Item 1 - (5) Portable Dual Band, Digital Capable, Encrypted Radios / Accessories
AEL Number 06-CP-01-PORT PORT To replace current use single band
portable radios that cannot communicate with Federal entities Title: Portable
Radio – multi-band, digital / encrypted capable radio that can operate in any 2 to
of the following frequency bands: 700/800 Mhz, VHF, UHF Range 1 and UHF
Range 2 offering backward and forward compatibility (FDMA and TDMA), and
integrated GPS for outdoor location tracking. This is a mission critical tool in
bridging the communications interoperability gap by providing the capability to
communicate between local, state, and Federal agencies regardless of the radio
band in use. Equipment cost per radio \$5,800.00 x 5 = \$29,000

Equipment subtotal: \$29,000.00

FUEL

N/A

Fuel subtotal: \$0.00

Maintenance

N/A

Maintenance service

subtotal: \$0.00

Mileage

N/A

Mileage subtotal: \$0.00

Travel

N/A

Travel subtotal: \$0.00

M&A

N/A

M&A total cost: \$0.00

PROFESSIONAL SERVICES OPERATING AGREEMENT

THIS AGREEMENT is made and entered into between Island County, Washington, a political subdivision of the State of Washington, and Island County Sheriff's Office (collectively referred to as ISLAND COUNTY) and Consolidated Food Management, Inc., a Washington Corporation licensed to do business in the States of Washington and Oregon (hereinafter referred to as CFM).

Each of the Articles, Appendices, and any amendments shall remain in effect throughout the term of this contract unless the parties mutually agree, in a written dated signed document attached to this contract, to amend, add, or delete an Article, Appendix, or prior Amendment. Any amendment to this contract shall become effective at the time specified in the amendment. For mutual consideration, ISLAND COUNTY and CFM agree as follows:

SECTION 1. Authorization, Service Area

- 1.01** CFM shall manage and operate the food service program located within the premises of ISLAND COUNTY's Correction facility.
- 1.02** ISLAND COUNTY shall provide the kitchen space, facilities, utilities and equipment for the operation of ISLAND COUNTY's food service, which, however, shall be under the control of CFM, and shall be and remain sole property of ISLAND COUNTY. Kitchen is defined to include all walk-ins, store rooms, freezers, applicable equipment within those areas, and secure sally port.
- 1.03** ISLAND COUNTY shall provide, without cost to CFM, suitable office facilities, including furniture and equipment, for use by CFM in performance of this contract. CFM shall take responsible care of the office facilities and equipment, and shall return them to ISLAND COUNTY in good condition upon termination of this contract, ordinary wear and tear excepted. Office facilities and equipment shall be provided by Island County only to carry out food service operation for ISLAND COUNTY.
- 1.04** ISLAND COUNTY may assign inmate kitchen helpers to assist the cook in meal preparation, service and sanitation. ISLAND COUNTY shall remove any such helpers to the extent they do not fully cooperate with CFM's efforts to provide food services under this Agreement.

SECTION 2. Service, Policies, Standards

- 2.01** CFM shall provide food service, including operation of laundry, to inmates, ISLAND COUNTY staff and others as designated by ISLAND COUNTY on the premises, on such days and at such times as ISLAND COUNTY shall prescribe.
- 2.02** CFM shall not use ISLAND COUNTY's facilities for preparation of food that is to be served in any location other than ISLAND COUNTY's, unless ISLAND COUNTY gives permission in writing to do so.
- 2.03** CFM shall be responsible for the management and operation of the food services on the premises, including, but not limited to, general supervision of food service areas, recruiting, interviewing, training and direction of CFM food service employees, and the preparation and serving of food and beverages on the premises. CFM may make substitutions for menu items because of medical or other special dietary needs. Substitutions must be made on a case by case basis only when supported by a signed written statement from a recognized medical authority.
- 2.04** CFM shall be responsible for preparing, serving, purchasing, and paying for all food and necessary operating supplies needed upon the premises for complying with this Agreement, such as, but not limited to, paper goods, cooking utensils, and cleaning and laundry products. All supplies (food and

non-food) purchased for the fulfillment of this agreement on behalf of ISLAND COUNTY shall remain the property of CFM.

- 2.05 CFM shall provide input to ISLAND COUNTY on operating policies for the food service conducted by CFM. Policies shall be set by ISLAND COUNTY.
- 2.06 It is understood that ISLAND COUNTY reserves the right to review and inspect the food service program performed by CFM with respect to the quality and quantity of food served, and the sanitation of equipment and facilities, at any time.
- 2.07 CFM shall maintain the highest ethical relationships with its customers, employees, suppliers and competitors in the performance of this Agreement.
- 2.08 MEAL DELIVERY: Hot meals will be prepared by CFM and transported immediately by Island County Jail Staff to assure appropriate temperature control and prevention of food-borne illness. Meals will be prepared and delivered in appropriate containers to maintain safe food temperatures. Island County Jail Staff will be responsible for transporting the food to the inmate population in ready to serve food trays. Jail Staff will confirm each meal count one hour before the delivery time scheduled for each meal. Island County Jail Staff will serve trayed food to the inmate population. Island County Jail Staff will return all containers following meals.

Meals Delivered to Jail Staff:

0600 Breakfast
1130 Lunch
1630 Dinner

SECTION 3. Cleaning, Maintenance, Utilities

- 3.01 CFM shall be responsible for monitoring washing of laundry in the ISLAND COUNTY Correction Facility, washing of dishes, trays, pots, pans, and utensils; cleaning and sanitation of food equipment, counters, serving lines, and dishes; and day-to-day and periodic cleaning, sanitation and housekeeping in the entire kitchen and storage areas.
- 3.02 ISLAND COUNTY shall be responsible for maintenance of major equipment, floor drains, light fixtures, and other building maintenance as may be reasonably required by ISLAND COUNTY. ISLAND COUNTY shall be responsible for maintaining food service facilities and equipment. ISLAND COUNTY shall obtain necessary health permits for its facilities. The premises and equipment provided by each party in performance of this contract shall comply with all applicable building, safety, sanitation, and health laws; and shall satisfy all permit requirements, ordinances, rules, and regulations, including the federal Occupational Health and Safety Act of 1970 or applicable state act and standards promulgated thereunder. CFM shall take reasonable and proper care of all premises and equipment in its custody and control and shall use them in a manner that will not cause violation of applicable laws, ordinances, rules, and regulations, including any reporting and recordkeeping requirements. If at any time CFM is notified by an authorized government agency that ISLAND COUNTY's premises or equipment are not in compliance with any law, ordinance, rule, or regulation, CFM shall immediately inform ISLAND COUNTY of such notification.
- 3.03 CFM shall be responsible for usual and customary cleaning and sanitation of ISLAND COUNTY's food service kitchen facilities.
 - A. CFM shall be responsible for housekeeping and sanitation in areas used by CFM for laundry, food preparation, storage, and service, and shall clean and sanitize dishes, pots, pans, utensils, equipment, and similar items.

B. ISLAND COUNTY shall be responsible for the required cleaning and maintenance of dining areas and seating areas beyond the kitchen door, as well as periodic cleaning of all ceilings, ceiling fixtures, air ducts, and hood vent systems in the food service areas. ISLAND COUNTY shall also provide and maintain adequate fire extinguishing equipment for food service areas, provide necessary pest control, and shall be responsible for the removal of refuse from refuse collection points.

C. CFM shall be responsible for complying with all applicable federal, state, and municipal laws related to food preparation and sanitation and all rules and regulations promulgated thereunder. ISLAND COUNTY shall be responsible for compliance relating to structural and equipment matters.

- 3.04 ISLAND COUNTY shall be responsible for disposal of all rubbish and garbage resulting from food service operations. Each day, CFM shall remove all trash to the dumpsters designated by ISLAND COUNTY. ISLAND COUNTY shall be responsible for the extermination of rodents, vermin, and any and all other unsanitary conditions in the kitchen and storage area.
- 3.05 ISLAND COUNTY shall furnish and maintain at its expense all utilities, including but not limited to, electricity, water, and telephone service, that are needed for food service operations. Internet service will be available for CFM ordering in the office space provided to CFM. ISLAND COUNTY shall not permit any interruptions in utility service, except for an emergency, for circumstances reasonably beyond the control of ISLAND COUNTY, for necessary repairs, or for improvement of the service. ISLAND COUNTY will notify CFM as soon as reasonably possible of any interruption or proposed interruption in utility service.
- 3.06 ISLAND COUNTY shall supply, maintain and replace all kitchen small wares such as knives, spatulas, ladles, spoons, whips and related cooking utensils; eating utensils; and delivery system equipment.
- 3.07 Employees of CFM will comply with all ISLAND COUNTY rules of conduct, which ISLAND COUNTY will provide in written form, to include those relating to security and sanitation. ISLAND COUNTY may require CFM to immediately remove any of CFM's employees from ISLAND COUNTY's premises for any reason deemed necessary by ISLAND COUNTY. Any such removals will be made in the name of CFM, and CFM will assume all responsibility for the removal.
- 3.08 CFM will neither permit smoking within the ISLAND COUNTY facility, nor permit any unlawful practices of any kind on ISLAND COUNTY premises by CFM's employees. Any and all rules applicable to ISLAND COUNTY Corrections staff shall apply equally to CFM employees.

SECTION 4. Equipment, Fixtures, Furniture, Expendables

- 4.01 ISLAND COUNTY shall provide and install at its expense the fixed equipment, fixtures and related furniture necessary to the efficient operation and control of the food services to be performed by CFM as determined by ISLAND COUNTY. ISLAND COUNTY shall maintain, repair and replace such equipment at its own expense, except repairs or replacements caused by CFM's negligent or intentional acts or omissions, which shall be the sole responsibility of CFM.
- 4.02 CFM shall take all reasonable care in the use of the premises, equipment and other items furnished by ISLAND COUNTY, less normal wear.

SECTION 5. Personnel

- 5.01 CFM agrees to staff its operation on the premises in the most efficient manner possible consistent with CFM's and ISLAND COUNTY's requirements.

- 5.02 CFM employees who work within ISLAND COUNTY will be subject to a background investigation. This will be conducted by whomever ISLAND COUNTY deems qualified to complete the investigation, and may include interviews of the CFM employees as well as random drug and alcohol testing.
- 5.03 CFM shall be responsible for employees on its payroll including, but not limited to, responsibility for recruitment, employment, promotion, payment of wages, pension benefits, layoffs, and termination. CFM shall comply with all related applicable laws and regulations. CFM shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees including, but not limited to, income, social security and unemployment taxes and worker's compensation costs and charges.
- 5.04 CFM shall provide all management, administrative, and dietetic services required for the efficient supervision and operation of ISLAND COUNTY's Food Service Program.
- 5.05 All food service personnel assigned to ISLAND COUNTY shall be instructed by CFM on the use of all emergency switches and fire and safety devices in the Facility.
- 5.06 CFM shall enforce strict discipline and good order among its employees and other persons carrying out the services, including observance of the rules and regulations established by ISLAND COUNTY as reasonable and necessary for its operations, including drug testing and smoking, tobacco, alcohol, parking, safety, weapons, and other rules governing the conduct of personnel on the premises. CFM shall ensure that all persons performing the work do not engage in inappropriate conduct or inappropriate contact with inmates or staff. CFM shall remove from the work and work site any employee or other person who has engaged in such actions. Any objection raised by ISLAND COUNTY shall be made in writing.

SECTION 6. Equal Employment Opportunity/ Affirmative Action

- 6.01 In performance of this Agreement, CFM agrees as follows:
- a.) CFM will not discriminate against any employee or applicants for employment because of race, color, religion, sex, age, marital status, sexual orientation, national origin, or the presence of any physical, mental or sensory handicap. CFM will take Affirmative Action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, marital status, sexual orientation, national origin, or presence of any physical, mental, or sensory handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CFM agrees to post in conspicuous places, available to employees and applicants for employment, such notices concerning Equal Employment Opportunity as may be required by Federal, State or local law, rule or regulation.
 - b.) CFM will, in all solicitations and advertisements for employees placed by or on behalf of CFM; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, age, national origin, marital status, or presence of any physical, mental, or sensory handicap.

SECTION 7. Insurance, Indemnity, Safety

- 7.01 CFM shall maintain as a direct cost of operation, the following insurance coverage for CFM employees while performing services hereunder.
- a.) Workmen's Compensation as required by law; and

- b.) CFM shall secure and maintain in effect at all times during the work such insurance as will protect CFM and its additional insured from all claims, losses, harm, costs, liabilities, damages and expenses arising out of personal injury (including death) or property damages that may result from performance of the work or this Agreement.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A- Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by ISLAND COUNTY. If an Insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

CFM shall provide proof of insurance for:

Commercial General Liability Insurance

Coverage limits not less than:

\$1,000,000 per occurrence per project

\$2,000,000 general aggregate

\$1,000,000 products & completed operations aggregate

\$1,000,000 personal and advertising injury, each offense

Certificate holder -ISLAND COUNTY. The Certificate must name ISLAND COUNTY as additional insured and CFM must provide thirty (30) days written notice to ISLAND COUNTY of cancellation of the insurance policy.

Stop Gap/Employers Liability.

Coverage limits not less than:

\$1,000,000 each accident

\$1,000,000 disease – policy limit

\$1,000,000 disease – each employee

CFM must provide thirty (30) days written notice to ISLAND COUNTY of cancellation of the Insurance policy.

Commercial Automobile Liability Insurance.

Automobile liability for owned, non-owned, hired, and leased vehicles, with an MCS 90 endorsement and a CA 9946 endorsement attached if 'pollutants' are to be transported.

Coverage limits not less than:

\$1,000,000 combined single limit

CFM must provide thirty (30) days written notice to ISLAND COUNTY of cancellation of the Insurance policy.

CFM shall furnish ISLAND COUNTY a Certificate of Insurance with Endorsements as evidence that policies providing insurance required by this Agreement are in full force and effect.

CFM hereby waives all rights of recourse, including any right to which another may be subrogated, against ISLAND COUNTY for personal injury, including death and property damage. CFM's insurance policies required above shall be primary insurance and shall be non-contributing with any other insurance maintained by ISLAND COUNTY.

CFM shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, CFM's employee-owned tools, machinery, equipment, or motor vehicles owned or rented by CFM, or CFM's agents, suppliers or contractors.

CFM shall have sole responsibility for ensuring the insurance coverage and limits required are obtained by subcontractors.

NOTE: No contract shall form until and unless a copy of the Certificate of Insurance with Endorsement, properly completed and in the amount required, is attached hereto.

7.02 CFM hereby releases and shall indemnify, defend, and hold harmless ISLAND COUNTY, its subsidiaries, affiliates, officers, agents, employees, successors, assigns, and authorized representatives of all of the foregoing from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney fees, costs, and expenses of any kind or nature, including those arising out of injury to or death of CFM's employees, whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence of CFM, CFM's sub-contractors, or of anyone acting under CFM's direction or control, or on CFM's behalf in connection with the performance of this Agreement. ISLAND COUNTY shall be indemnified and held harmless to the fullest extent permitted by law. CFM expressly waives its immunity under industrial insurance, Title 51 RCW, in relation to claims by and/or against ISLAND COUNTY; however, this provision does not otherwise waive immunity in relation to claims by CFM employees against CFM. This waiver was mutually negotiated by the parties. If any portion of this indemnity clause is invalid or unenforceable, it shall be deemed excised and the remaining portions of the clause shall be given full force and effect.

CFM hereby agrees to require all its sub-contractors or anyone acting under its direction, control, or on its behalf in connection with, or incidental to the performance of this Agreement to execute an indemnity clause identical to the preceding clause, specifically naming ISLAND COUNTY as indemnitee.

7.03 CFM agrees to notify ISLAND COUNTY, promptly in writing of any death, serious injury, or serious damage arising out of its operations on ISLAND COUNTY's premises, and to comply at all times with the requirements and provisions of the Occupational Safety and Health Act and related rules and regulations.

7.04 Unless otherwise expressly provided, both parties shall defend, indemnify, and hold each other harmless from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, and attorney's fees incurred, which arise by reasons of act or omission of the indemnifying party, its agents, or its employees in the performance of its obligations under this contract.

7.05 Absent negligence of either party, neither party has any obligation or responsibility for loss or damage to the other's real or personal property that is caused by fire, extended coverage perils, vandalism, or malicious mischief.

SECTION 8. Laws, Licenses and taxes

8.01 CFM shall comply with all Federal, State and local laws, regulations and requirements applicable to the services and operations provided herein, and applicable Federal and State wage and hour requirements.

8.02 CFM shall obtain any and all licenses or permits necessary for the food service operation on the premises, except the necessary health permits that ISLAND COUNTY shall obtain, as a direct cost of operation.

8.03 In the event that any litigation should arise concerning the construction, interpretation or breach of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for ISLAND COUNTY. This Agreement shall be governed by the law of the State of Washington.

- 8.04 To the extent that state or federal statutes or regulations require that CFM be an agent of ISLAND COUNTY for certain regulatory purposes, such statutes and regulations shall be controlling, and CFM shall be ISLAND COUNTY's agent for such purposes. Otherwise, CFM shall be an independent contractor and not an officer, agent, employee, partner, joint venture, or servant of ISLAND COUNTY.

SECTION 9. Additional Services, Evaluations, Performance

- 9.01 ISLAND COUNTY has the right to request CFM to render additional food services on the premises, including but not limited to, special functions, banquets, parties, etc., reasonably related to CFM's services under this Agreement; including modified diet meals when authorized in writing by ISLAND COUNTY's medical staff. The menu, amount and cost of such additional services shall be as mutually agreed in writing in advance by ISLAND COUNTY and CFM.
- 9.02 CFM shall require that a member of its resident management staff on ISLAND COUNTY's premises be available for food service meetings on a regular basis, as determined by ISLAND COUNTY, as well as participate in mutually agreeable activities, promotions and communications campaigns related to its food service program.
- 9.03 ISLAND COUNTY reserves the right to change any meal schedule and agrees to give CFM at least twenty -four (24) hours advance notice of such changes, except in an emergency, when as much advance notice as possible will be given.

SECTION 10. Financial and Accounting

- 10.01 CFM shall manage and operate ISLAND COUNTY's food service and laundry on a Fixed Price Per Meal basis attached herein as Attachment A, to provide food service of three meals per day, seven days per week for inmates, ISLAND COUNTY staff, and others as designated by ISLAND COUNTY.
- 10.02 CFM will submit a weekly itemized invoice to ISLAND COUNTY for payment for services in the prior week on the per meal basis. All purchases by CFM on behalf of ISLAND COUNTY, of utensils and non-food supplies necessary to comply with this Agreement and separate from the fixed meal costs, will be separately detailed on this weekly bill and reimbursed within its regular payment cycle by ISLAND COUNTY to CFM. ISLAND COUNTY reserves the right to make such purchases of utensils and non-food supplies necessary in compliance with this Agreement.
- 10.03 All records of CFM bearing upon food service operations on ISLAND COUNTY's premises shall be maintained by CFM. CFM shall keep accurate records and accounts of all operating costs in connection with its operation of the food service and this Agreement hereunder. Upon reasonable notice, ISLAND COUNTY shall have the right to inspect, audit and copy, at any time during business hours, and at the principal place of business of CFM, such books and records that pertain to this Agreement. All such records shall be kept on file for three (3) years after the year during which they were created. Upon receiving notice of a public records request or of pending litigation that may involve records related to this Agreement, ISLAND COUNTY will contact CFM to discuss additional records retention. ISLAND COUNTY shall have the right to conduct audits, reviews and inspections of the food service operation.
- 10.04 CFM shall conduct its operations on ISLAND COUNTY's premises in the most professional and efficient manner possible consistent with ISLAND COUNTY's policies, facilities, and good food service practices, and in accordance with applicable government regulations.
- 10.05 In the event CFM has failed to perform any obligation to be performed by CFM under this Agreement within the time set forth in this Agreement, then ISLAND COUNTY may, upon written notice, withhold all monies due and payable to CFM, without penalty, until such failure to perform is cured or otherwise adjudicated.

10.06 If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, ISLAND COUNTY will not be obligated to make payments for services or amounts incurred after the end of ISLAND COUNTY's current fiscal year. As long as ISLAND COUNTY provides CFM with notice of any funding deficiency, no penalty or expense shall accrue to ISLAND COUNTY in the event this provision applies. If sufficient funds are not appropriated, this shall cause immediate termination of contract and the stopping of services by CFM.

SECTION 11. Term, Renewal, Termination

11.01 The term of this contract shall be for one year beginning on the date of the last dated signature below, and continuing until one year thereafter. The contract is subject to four (4) additional one-year renewals upon the written, dated consent of both parties, unless terminated by either party as provided herein. [7 CFR 210.16(d)] CFM shall provide ISLAND COUNTY with an amended Attachment A that will cover the costs of meals for the proposed renewal period at least 150 days before the end of the prior period. If renewed, the costs per meal during the renewal period shall be as set forth on the amended Attachment A.

11.02 Either party may terminate the agreement by giving the other party not less than one hundred twenty (120) days advance written notice of intention to terminate, at any time during the term of this agreement. The rights of termination referred to in this contract are not intended to be exclusive, and are in addition to any other rights available to either party by law or in equity.

11.03 Upon termination of this Agreement, CFM shall vacate all parts of the premises occupied by CFM in the same condition as made available to CFM, reasonable wear and tear excepted. After a request for termination is made, if the parties mutually agree to a cure or remedy, the termination or non-renewal letter must be withdrawn in writing by the terminating party within the one hundred twenty (120) day period as described in Section 11.02 above. This letter should be counter-signed and dated by the receiving party and the letter should become an amendment to this contract, attached to the parties respective copies of this contract.

11.04 No change, amendment or modification of any provisions of this agreement shall be valid unless set forth in a written instrument signed by the party to be bound thereby.

SECTION 12. Notice

12.01 Any notice required hereunder shall be deemed to have been given if delivered in writing personally to, or three business days after being sent a registered or certified United States mail return receipt requested and addressed as follows:

a.) ISLAND COUNTY:
Mark C. Brown (or his successor), Sheriff
P.O. Box 5000
Coupeville, WA 98239

and

Chair, Board of County Commissioners
P.O. Box 5000
Coupeville, WA 98239

b.) CFM:
Consolidated Food Management, Inc.
7429 SE 27th Street
Mercer Island, WA 98040

SECTION 13. Independent Contractor, Entire Agreement

- 13.01** CFM, its employees and agents, is an independent contractor and shall not be, or be deemed for any purpose to be, an employee(s) or agent (s) of ISLAND COUNTY.
- 13.02** CFM is a professional food service organization, and under the terms of this Agreement between ISLAND COUNTY and CFM, ISLAND COUNTY has exclusive control of all policy, operational and service procedures over the food service program.
- 13.03** This Agreement constitutes the entire Agreement of the parties and supersedes and cancels all previous written or oral communications between the parties referring to the subject matter of this Agreement.
- 13.04** The headings of the sections and paragraphs of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provision of such sections or paragraphs.
- 13.05** The performance of all or part of this Agreement by CFM shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of CFM or any employee of CFM or any sub-contractor or any employee of any sub-contractor by ISLAND COUNTY at the present time or in the future.
- 13.06** If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid terms, conditions or application. To this end, the terms and conditions of this Agreement are declared severable.
- 13.07** Waiver of any breach or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. Either party's failure or delay to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions, rights or remedies in that or any other instance; rather the same shall be and remain in full force and effect.

Governance. This contract is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this contract shall be construed to conform to those laws.

Authority of Signators. Each of the parties represents that the persons whose signatures appear on their behalf at the end of this contract have the authority to enter into and do bind them by this contract.

In witness whereof, the parties hereto enter into and execute this agreement this _____ day of _____, 2016.

CONSOLIDATED FOOD MANAGEMENT, INC.

ISLAND COUNTY

Signed: _____
Tom Cusimano
Chief Executive Officer

Signed: _____
Richard M. Hannold, Chair
Board of County Commissioners
Island County, Washington

Dated: _____

Date: _____

Signed: _____
Mark C. Brown
Island County Sheriff

Dated: _____

Attachment A

Range of daily meals	Number of inmates	Price per meal	July 1, 2017
		7/1/2016	2.50%
156 - 161	52	3.716	3.809
162 - 167	54	3.566	3.655
168 - 173	56	3.467	3.554
174 - 179	58	3.374	3.458
180 - 185	60	3.287	3.369
186 - 191	62	3.205	3.285
192 - 197	64	3.129	3.207
198 - 203	66	3.057	3.133
204 - 209	68	2.99	3.065
210 - 215	70	2.927	3.000

PROPOSAL REQUIREMENTS AND SPECIFICATIONS

FOR

MEDICAL SERVICES

FOR

ISLAND COUNTY SHERIFF - JAIL FACILITY

AND

JUVENILE DETENTION SERVICES

P.O. BOX 5000
COUPEVILLE, WA 98239

PROPOSAL DEADLINE: September 30th, 2016

REQUEST FOR PROPOSALS
ISLAND COUNTY – Medical Services

RESPONSE DEADLINE: September 30th, 2016

Island County Sheriff's Office (Jail), along with Island County Juvenile Detention Services (JDC), together referred to herein as "County" or "Island County," is accepting written proposals for medical service proposals from qualified medical service provider, herein referred to as "MSP" or "Contractor" to provide medical services according to County specifications.

All interested parties must submit proposals that include history of operations in similar facilities, expertise, and prices, along with a list of any requirements for owner provided equipment.

Detailed specifications may be obtained from and proposals shall be filed with:

Jose Briones
Chief Jail Administer
Island County Jail
PO Box 5000
Coupeville, WA 98239

Sealed proposals must be received no later than 4:30 P.M. September 30th, 2016. Proposals received after scheduled closing cannot be considered.

Island County reserves the right to accept any proposal, which it deems most favorable to its interests. It also reserves the right to waive any informalities and irregularities and reject any and/or all proposals or any portion of any proposal submitted which in their opinion is not in the best interest of County.

TERMS AND CONDITIONS

A. GENERAL INSTRUCTIONS

Island County reserves the right:

1. To amend the RFP;
2. To extend the deadline for submitting proposals;
3. To decide whether a proposal does or does not substantially comply with the requirements of this RFP;
4. To waive any minor irregularity, informality, or nonconformance with this RFP;
5. To obtain or provide references to other public agencies, upon request, regarding the contractor's past performance; and

6. At any time prior to the contract execution (including after announcement of the successful contractor):
 - a. To reject any proposal that fails to substantially comply with all prescribed RFP requirements and procedures, and
 - b. To reject all proposals received and cancel the RFP if there is good cause to do so and it is in the best interests of County.

ALL CONTRACTORS WHO SUBMIT A RESPONSE TO THIS RFP UNDERSTAND AND AGREE THAT THE COUNTY IS NOT OBLIGATED TO AWARD A CONTRACT NOR HAVE ANY FINANCIAL OBLIGATION TO ANY CONTRACTOR. IN ADDITION, EACH CONTRACTOR UNDERSTANDS AND AGREES THAT THE COUNTY IS NOT RESPONSIBLE FOR ANY COSTS INCURRED IN SUBMITTING A RESPONSE TO THIS RFP.

B. ADDENDA

If any part of this RFP is amended, addenda will be provided to all contractors who received the initial RFP. Once the proposal due date has passed, addenda will be provided to all contractors who submitted a proposal.

C. SUBMISSION OF PROPOSALS

Each contractor must comply with the following requirements for preparing and submitting proposals. The County reserves the right to eliminate from consideration any MSP proposal, which does not follow this format:

1. Proposals must be submitted in the name of the legal entity registered with the State of Washington, Secretary of State's Office, Corporations Division, to do business in the State of Washington or an independent contractor.
2. Submit one (1) original and two (2) copies of the proposal for services in an 8 ½" x 11" format.
3. Proposals should have a title page, which list all contact information.
4. At least one proposal must bear an original date and signature by the contractor or a legally authorized representative.
5. One original and two copies of the proposal must be submitted in sealed packages or envelopes. All packages and envelopes must be marked clearly with the note: "RFP – MEDICAL SERVICES".
6. The County will not accept oral, electronic or facsimile proposals.
7. Each proposal including pricing information must be received by 4:30 P.M. on September 30th, 2016. Late proposals or modifications will not be accepted.
 - a. Mail response documents:

Jose Briones
Chief Jail Administrator
Island County Jail
PO Box 5000
Coupeville, WA 98239

Or deliver in person to:

Jose Briones
Chief Jail Administrator
Island County Jail
503 N. Main Street
Coupeville, WA 98239

8. Solicitation/purchasing process questions may be directed to the Jail Administrator during business hours of 8:00 A.M. to 4:30 P.M., Monday-Friday (excluding holidays) by phone or e-mail at:

Jose Briones
360-679-7317
j.briones@co.island.wa.us

D. ACCEPTANCE OF CONTRACTUAL REQUIREMENTS

Contractor must include in its cover letter a statement accepting all terms and conditions included herein.

E. PROPOSAL COSTS

All costs, directly or indirectly related to the preparation of the response to the proposal invitation or any oral presentation required supplementing and/or clarifying a proposal, which the County may require shall be the sole responsibility of and shall be borne by the MSP.

F. INSURANCE

The Contractor shall be required to maintain certain levels of insurance. Those specific limits are:

\$2,000,000 General Aggregate
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Each Occurrence

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

The policy shall be endorsed to include stopgap 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

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

The Contractor shall also be required to maintain Medical Malpractice Insurance. This level of Medical Malpractice Insurance shall be in the amount of not less than \$1,000,000 per claim and \$6,000,000 in the aggregate.

G. PROPOSALS AS PART OF CONTRACT

It is understood by each MSP Contractor that tender of this proposal carries with it the implied agreement to all the terms and conditions contained herein, and no inconsistent terms shall be incorporated in the contract between the successful proposer and County.

GENERAL REQUIREMENTS

The Island County Jail and Juvenile Detention Facility in Coupeville are requesting a medical service provider that implements a model effectively balancing risk, care and cost. The Jail and JDC are located on the Island County campus in Coupeville, WA in buildings adjacent to one another. These correctional facilities have traditionally shared medical services from a singular Contractor. The Jail has capacity for 58 inmates, with an average daily population of 50. These inmates are age 18 and up. The JDC is a 21-bed facility with an average daily population of 6. These youth usually range in age from 12 to 17. Competitive bids will propose a model that provides an adequate level of service for these two populations, in these separate facilities.

Currently medical services are provided to the Jail and JDC through a medical contract. The current service model consists of a medical director with an Advanced Registered Nurse Practitioner (ARNP) credential. The medical director employs two Licensed Practical Nurses (LPN). The medical director also provides 24-hour on-call assistance to the Jail and JDC by phone when not present on-site.

Current staffing consists of;

The ARNP works 12 hours a week between the Jail and JDC, scheduled as 4 hours a day, on Monday, Wednesday and Friday. The ARNP reviews medical charts, conducts medical assessments, provides treatment protocols and refers inmates for necessary outside medical services.

2 LPNs work 40 hours per week each. LPN #1 works from 06:00 to 14:30 hours with a 30 minute lunch break, Sunday through Thursday. LPN #2 works from 13:30 to 21:00 hours with a 30 minute lunch break, Tuesday through Saturday. LPN's will be the initial contact person for medical services within the facility. The typical LPN duties consist of medical charting, reviewing/responding to medical services kites, medication distribution, supply orders, emergent medical triage, assist the ARNP and contact the On-Call Provider during hours the ARNP is not within the facility for medical consult. The ARNP provides 24/7 medical consult during while absent from the facilities.

The County wishes to enter into a contract with the successful MSP to provide a medical service program for the Jail and JDC for a period of three years beginning January 1st, 2017. The purpose of this document is to obtain proposals from prospective MSP to establish the terms of any subsequent agreement, and to obtain as complete data as possible from which the MSP will be selected.

A. MSMC (CONTRACTOR) QUALIFICATION

By the time of January 1, 2017, the successful bidder must be an established and qualified MSP (Contractor) with personnel and business structure in place to perform all requirements in the event of award. Each MSP (Contractor) must submit for consideration such record of work and further evidence as may be required by the County regarding experience and ability in similar work, a statement showing financial standing, and assurance that the MSP (Contractor) has provided or will promptly provide suitable labor and materials to satisfactorily complete the work specified. Failure to furnish such a record of work and evidence of capacity, the inclusion of any false or misleading statements therein, or the omission of any important part thereof, shall be sufficient cause for the rejection of the proposal.

MSP (Contractor) must be licensed to conduct business in the Washington.

MSP (Contractor) employees providing services to the County must hold current certifications within their designated job class.

MSP employees providing services to the County must have the ability to pass a criminal background check and able to have regular access to youth, consistent with RCW 72.05.440.

MSP employees providing services to the County must be familiar with, and be able to provide mandatory reporting of child abuse/neglect issues consistent with RCW 26.44.030.

B. OSHA AND WISHA REQUIREMENTS

MSP (Contractor) agrees to comply with conditions of the Federal Occupational Safety and Health Act of 1972 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), Section 103 of the Contract Work Hours and Safety Standards Act that addresses overtime and compensation, and the standards and regulations issued there

under and certifies all items furnished and purchased under this order will conform to and comply with said standards and regulations. MSP (Contractor) further agrees to indemnify and hold harmless the County from all damages assessed the County as a result of MSP's (Contractor's) failure to comply with the acts and standards there under and for the failure of the items furnished under this order to so comply.

C. STATE AND FEDERAL REGULATIONS

All services offered under this proposal shall be in accordance with all applicable local, state and federal laws and regulations regarding but not limited to equal opportunity employment, prevailing wages, overtime compensation, licensing and training of MSP's (Contractors) employees, sanitation, and quality and quantity of materials supplied.

The MSP (Contractor) agrees to comply with all medical waste standards and further agrees to properly dispose of sharps and medical waste.

D. SITE INSPECTION

The County reserves the right to inspect the MSP (Contractor's) facilities and other medical service operations under its management prior to any award of this contract.

E. ASSIGNMENT

No part of this award may be sub-contracted without the prior approval of the County. The successful MSP (Contractor) shall not assign any portion of the contract nor may a right in regard thereto be conferred on any third person by any other means without prior written consent of the County. This provision shall apply to all transfers by operation of law and transfers to and by trustees in bankruptcy, receivers, personal representatives, and legatees.

F. TAXES

Taxes, whether state or federal, SHALL NOT be included in the proposal. The County is exempt from federal excise taxes. Washington State sales tax, when applicable, should be added as a separate item on invoices only, not to be included in the proposal.

SUBMITTAL CRITERIA

These instructions were developed to aid in proposal development. They also provide for a structured format so reviewers can systematically evaluate several proposals. Each copy of the proposal package must include all of the sections in the order indicated. Attachments should be clearly referenced and identified to facilitate the review process.

Each proposal shall include:

1. The names of individuals from those firms/organizations who will be responsible for the services and their areas of responsibility.
2. A narrative background of the proposer's ability and experience in providing medical management services.
3. A minimum of three (3) references in the last three (3) years, including name of contact, company name and telephone numbers.
4. Certificate of Insurance
5. Performance Bond
6. Pro Forma Statement

EVALUATION CRITERIA

The County reserves the right to reject any or all proposals and/or call for new proposals. Issuance of this request and receipt of proposals does not commit the County to award a contract. Any award will be made on the basis of the County's subjective evaluation of the proposals against the stated evaluative criteria/factors and the MSP whose proposal is judged by the County, in its sole and absolute judgment, to be most advantageous to and /or will best serve the interests of the County.

Each proposal received in response to the RFP will be objectively evaluated based on:

- The experience, ability, management skills and other attributes of the proposed on-site director
- Experience, ability, responsibility and work record of the MSP in management of fully secure adult jail and juvenile detention medical service contracts
- Medical marketing and communication plan
- Purchasing specification and purchasing power
- MSP's accounting and reporting system
- Criteria established in Island County Code 2.29 fees, costs, ability, capacity, experience, reputation, responsiveness to time limitations, responsiveness to solicitation requirements, quality of previous performance and compliance with statutes and rules relating to contracts or services.
- Preferential bids will provide a cost for services at or below \$300,000.
- Preferential bids will provide a cost distribution that is consistent with local Consumer Price Index and fair wages and salaries for our area.

- Preferential applicants will have successful prior experience providing similar contracted medical service activities with facilities of similar volume and enrollment.
- Preferential applicants will possess prescriptive authority to assess and administer treatment for psychiatric illness of inmates.

FORM OF CONTRACT

Financial Terms. Complete as to all price terms, methods of determining costs, rebates, methods of allocating expenses, and all formulas for computing medical services per job classification.

SCOPE OF WORK

RESPONSIBILITIES

Provide a medical program to the Jail and JDC which includes, but is not limited to, the following:

- Directs and supervises medical and/or surgical service in the institution.
- Supervises and participates in medical treatment of consulting physicians.
- Performs diagnostic and treatment of diseases and injuries of patients at the institution.
- Works in collaboration with others to ensure staff and resources are in place to provide inmates with appropriate and timely medical services consistent with established standards.
- Creates a work environment that values high ethical standards, emphasizes safe, high quality medical care, nurtures teamwork and encourages activities which lead to continuous improvement.
- Screening, assessing, and evaluating inmates and the conditions where they live and work to ensure that they are well, safe and their health care continuous.
- Collaborates and triages with other members of the interdisciplinary health care team to develop comprehensive plans to provide continuity of care.
- Delivers services which promote health, foster healing and support coping and adjustment to various health conditions.
- Planning transition, making referrals and arranging follow-up when patients transfer or return to the community.
- Assisting patients to improve their skill and ability to provide care for themselves and their family.
- Counseling, consulting, teaching, advising, and providing health information that improves quality of health services and/or enhances safety and security.
- Distributes medications to inmates.
- Prescribes appropriate therapies and follow-up as indicated.

- Maintains accurate, thorough records via dictation of evaluations and dictated or written progress notes.
- Refers medical problems to the appropriate medical staff as indicated; is available for suicide assessment and crisis intervention.
- Coordinates with outside community resources to provide continuity of care for Jail and JDC mental health outpatients.
- Records in conjunction with medical records staff.
- Provides consultation to and coordinates psychiatric care with other mental health and medical professionals.
- Participate actively in Health Services Unit meetings and committees. Assists in the development of mental health policies, procedures and protocols.
- Maintains continuing education requirements.
- Orders and interprets laboratory examinations, analyses and x-rays; writes prescriptions and reports on condition and progress of patients.
- Assists in instructing and supervising nurses, technicians and personnel assigned for special training.
- Prepares case histories, reports and related correspondence
- Provides 24-hour on-call coverage to the Jail and JDC

PERSONNEL

The MSP (Contractor) shall be solely responsible for employees on their respective payrolls, including responsibility for recruitment, employment, promotion, transfer, layoff and termination. The MSP's (Contractor's) management shall direct and supervise Facility's employees assigned to medical service operations, and inform and advise the County regarding the recruitment, employment, promotion, transfer, layoff and termination of facility employees as appropriate.

The MSP personnel shall comply with all County rules of conduct, to include those relating to security and safety. MSP personnel must first undergo and successfully pass a criminal history background check, including fingerprinting, to be conducted by the County.

Professional Standards. The MSP shall ensure staff have the knowledge skills to provide safe and reasonable medical services.

CONTRACT

The initial contract period shall commence on 01/01/2017 or date of execution, and end on 12/31/2020. The contract may be renewed by written agreement of the parties for up to three (3) additional one-year periods. The total contract period cannot extend beyond 12/31/2020. An addendum, approved in writing and signed by both parties, may be used to make minor modifications to this contract. Minor modifications do not substantially change the scope of the contract.

INFORMATION

Questions regarding this Request for Proposal should be directed to:

Jose Briones
Chief Jail Administrator
P.O. Box 5000
Coupeville, WA 98239
360-679-7317
j.briones@co.island.wa.us

**ISLAND COUNTY RESERVES THE RIGHT TO REJECT OR ACCEPT ANY
OR ALL PROPOSALS AND TO WAIVE IRREGULARITIES.**



Island County Facilities Management

Commissioner's Agenda

- Work Session -

August 10, 2016

Larry Van Horn, Facilities Director

County Commissioners:

Rick Hannold, Chair

Jill Johnson, Member

Helen Price Johnson, Member

-
- 1) Subject/Description: Review draft lease for Elections
Attachment: Yes
Action Requested: No
Follow up:

 - 2) Subject/Description: NBBJ Space Study update
Attachment: Yes
Action Requested: No
Follow up:

 - 3) Subject/Description: St. Mary's parking agreement update
Attachment: Yes
Action Requested: No
Follow up:

 - 4) Subject/Description: Fairgrounds water / misc. items
Attachment: No
Action Requested: No
Follow up:

Misc. updates:

FILE COPY
DRAFT

1 AFTER RECORDING RETURN TO:
2 Department of Facilities Management
3 Property Management Division
4 P. O. Box 5000
5 Coupeville, WA 98239
6 Effective date: _____
7
8

9 This LEASE is made and entered into between the Christensen Family Trust whose address is
10 for its heirs, executors, administrators, successors, and assigns, hereinafter called the
11 LESSOR, and Island County, State of Washington, acting through the Department of Facilities
12 Management, hereinafter called the LESSEE.

13 WHEREAS, the LESSOR and LESSEE deem it to be in the best public interest to enter into this
14 Lease;

15 NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances
16 contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

17 **LEASED PREMISES**

18 1. The LESSOR hereby leases to the LESSEE the following described premises:

19 **Tax Property ID:**

Property ID: 28008 Legal Description: 124 ALEX DC - BG SECR TR 67D577 S100' TPB W300' N100
E118' N109' E182' TO ST S ALG ST TPB EX: BG SECR TR
67D577 S100' W300' N80' TPB N20' E20' S20' W20' TPB TGW
& SUB EZS AF#88007814

20 **See Exhibit A:** Scaled drawing of leased space

21 **Common Street Address:** 400 North Main Street, Coupeville WA 98239

22 **USE**

23 2. The premises shall be used by the Island County Auditor's Office – Elections Administration
24 Division for the following purposes: Administration of all official County election activities.

25 **TERM**

26 3. TO HAVE AND TO HOLD the premises with their appurtenances for the term beginning on
27 the date this lease is fully executed and recorded and ending December 31, 2022.

28 **RENTAL RATE**

29 4. The LESSEE shall pay rent to the LESSOR for the premises at the following rate:

30 A rate of \$0.90 per square foot monthly until December 31, 2022.

31 4.1. Payment shall be made at the end of each month upon submission of properly executed
32 invoices from Windermere Real Estate Inc. acting as the property manager.

33 **EXPENSES**

34 5. During the term of this Lease, LESSOR shall pay all real estate taxes, all property
35 assessments, insurance, and maintenance and repair as described below.

36 **MAINTENANCE AND REPAIR**

37 6. The LESSOR shall maintain the premises in good repair and tenantable condition during the
38 duration of this Lease, except in case of damage arising from the negligence of the LESSEE'S
39 clients, agents or employees. For the purposes of maintaining and repairing the premises, the
40 LESSOR reserves the right at reasonable times to enter and inspect the premises and to make
41 any necessary repairs to the building.

42 6.1. LESSOR'S Expenses: LESSOR shall be responsible for repair or replacement of capital
43 items including but not limited to, roof (including the watertight integrity of same as well as
44 prompt replacement of damaged ceiling tile caused by leakage), siding, windows, structural
45 components, exterior doors, mechanical systems, plumbing, sewer, electrical service and
46 parking lot paving/stripping as well as continuous satisfaction of all governmental requirements
47 generally applicable to similar office buildings in the area (example: fire, building and energy
48 codes, indoor air quality and requirements to provide architecturally barrier-free premises for
49 persons with disabilities, etc.).

50 6.2. LESSEE'S Expenses: LESSEE shall be responsible for all utilities individually metered to
51 the LESSEE'S premises including electricity, water and sewer, trash & recycling removal,
52 internet, phone, security, as well as the maintenance or repair of interior fixtures such as toilets,
53 interior doors, blinds, paint, carpet, flooring, annual fire inspections, annual extinguisher service,
54 and replacement of interior lighting ballasts, starters and fluorescent tubes, maintenance of the
55 air conditioning system purchased and installed by Island County, air filter replacements and full
56 custodial service.

57 6.3. Taxes, Insurance & Common Area Maintenance: LESSOR shall cause and oversee
58 scheduled maintenance and repair of non-capital repairs and maintenance of common areas
59 and common area elements which shall include but not be limited to regular mowing, weeding,
60 litter control and sweeping of the parking lot, pest control, exterior lighting, gravel parking area
61 maintenance and snow removal. LESSOR shall pay all common area maintenance costs,
62 property taxes, and property casualty insurance.

63 6.4. Tenant Pro-Rata Share: The building consists of a total of 12,365 rentable square
64 feet. The LESSEE'S exclusive portion of the premises under this lease is 3,341 sf.
65 Based on the ratio of the agreed rentable area of the Premises to the agreed rentable
66 area of the Building as of the date of this Lease, LESSOR and LESSEE agree that
67 LESSEE'S Pro Rata Share is 27.02 %.

68 6.5. Additional Rent: LESSEE shall pay on a monthly basis, in addition to the base rent
69 identified in section 4 of this agreement, 1/12th of its pro-rata share of the annual
70 property casualty insurance premium and 1/12th of its share of the annual property
71 taxes. LESSEE shall, within 60 days of demand by landlord, reimburse LESSOR for
72 LESSEE'S pro-rata share of common area maintenance as identified in sections 6.2,
73 6.3 & 6.4 of this agreement.

74 **ASSIGNMENT/SUBLEASE**

75 7. The LESSEE may assign this Lease or sublet the premises with the prior written consent of
76 the LESSOR, which consent shall not be unreasonably withheld. LESSEE shall not permit the
77 use of the premises by anyone other than the LESSEE, such assignee or sublessee, and the
78 employees, agents and servants of the LESSEE, assignee, or sublessee.

79 **RENEWAL/CANCELLATION**

80 8. The Lease may, at the option of the LESSEE, be renegotiated for an additional (2) years.
81 This lease may be cancelled by either party with one hundred twenty (120) days written notice.

82 **PAYMENT**

83 9. Any and all payments provided for herein when made to the LESSOR by the LESSEE shall
84 release the LESSEE from any obligation therefor to any other party or assignee.

85 **COMPLIANCE WITH STATE/FEDERAL LAWS**

86 10. LESSOR is responsible for complying with all applicable provisions of the Americans With
87 Disabilities Act of 1990 (42 U.S.C. 12101- 12213) and the Washington State Law Against
88 Discrimination, Chapter 49.60 RCW, as well as the regulations adopted thereunder, with respect
89 to the Leased Premises.

90 **FIXTURES**

91 11. The LESSEE, upon the written authorization of the Department of Facilities Management,
92 shall have the right during the existence of this Lease with the written permission of the
93 LESSOR (such permission shall not be unreasonably withheld), to make alterations, attach
94 fixtures or signs, in or upon the premises hereby leased. Such alterations, fixtures, and signs
95 shall be authorized only by the Department of Facilities Management. Performance of any of the
96 rights authorized above shall be conducted in compliance with all applicable governmental
97 regulations, building codes, including obtaining any necessary permits. Any fixtures, additions,
98 or structures so placed in or upon or attached to the premises shall be and remain the property
99 of the LESSEE and may be removed therefrom by the LESSEE upon the termination of this
100 Lease. Any damage caused by the removal of any of the above items shall be repaired by the
101 LESSEE.

102 **ALTERATIONS/IMPROVEMENTS**

103 12. In the event the LESSEE requires alterations/improvements during the term of this Lease,
104 any renewals and/or modifications thereof, the LESSOR shall have the right to provide such
105 services. If required by state law, the LESSOR shall pay prevailing rate of wage to all workers,
106 laborers or mechanics employed to perform such work as well as comply with the rules and
107 regulations of the Department of Labor & Industries.

108 12.1. If the LESSEE considers LESSOR'S proposed costs for alterations/ improvements
109 excessive, LESSEE shall have the right, but not the obligation, to request and receive at least
110 two independent bids; and the LESSEE shall have the right at its option to select one alternative
111 contractor whom the LESSOR shall allow to provide such services for the LESSEE in
112 compliance with the LESSOR'S building standards and operation procedures.

113 **PREVAILING WAGE**

114 13. Pursuant to RCW 39.04.260, the prevailing rate of wage is statutorily required to be paid to
115 workers on the project for all work, construction, alteration, repair, or improvement, other than
116 ordinary maintenance, that the county causes to be performed by the LESSOR.

117 **DISASTER**

118 14. In the event the leased premises are destroyed or injured by fire, earthquake or other
119 casualty so as to render the premises unfit for occupancy, and the LESSOR(s) neglects and/or
120 refuses to restore said premises to their former condition, then the LESSEE may terminate this
121 Lease and shall be reimbursed for any unearned rent that has been paid. In the event said
122 premises are partially destroyed by any of the aforesaid means, the rent herein agreed to be
123 paid shall be abated from the time of occurrence of such destruction or injury until the premises
124 are again restored to their former condition, and any rent paid by the LESSEE during the period
125 of abatement shall be credited upon the next installment(s) of rent to be paid. It is understood
126 that the terms "abated" and "abatement" mean a pro rata reduction of area unsuitable for
127 occupancy due to casualty loss in relation to the total rented area.

128 **NO GUARANTEES**

129 15. It is understood that no guarantees, express or implied, representations, promises or
130 statements have been made by the LESSEE unless endorsed herein in writing. And it is further
131 understood that this Lease shall not be valid and binding upon Island County unless same has
132 been approved by the Board of County Commissioners and approved as to form by the Island
133 County Prosecuting Attorney and Risk Manager. Any amendment or modification of this Lease
134 must be in writing and signed by both parties.

135 **REIMBURSEMENT FOR DAMAGE TO PREMISES**

136 16. The LESSEE hereby agrees to reimburse the LESSOR for damages caused by the
137 negligence of its employees, clients and agents, but in no event shall this paragraph be
138 construed as diminishing the LESSOR'S duty to make repairs as set forth in preceding
139 paragraphs of this Lease, or as making LESSEE responsible for the repair of normal wear and
140 tear.

141 **HAZARDOUS SUBSTANCES**

142 17. LESSOR warrants to his/her knowledge that no hazardous substance, toxic waste, or other
143 toxic substance has been produced, disposed of, or is or has been kept on the premises hereby
144 leased which if found on the property would subject the owner or user to any damages, penalty,
145 or liability under any applicable local, state or federal law or regulation.

146 **INDEMNIFICATION**

147 18. LESSEE shall indemnify and hold harmless LESSOR from damages of every kind and
148 nature and all expenses arising therefrom that may be claimed to accrue by reason of any
149 occurrence upon or about the premises leased by LESSEE which is attributable to LESSEE's
150 negligence, except for damages or injuries caused by LESSOR's negligence or other users of
151 the property or their customers.

152 **WITHHOLDING OF RENT PAYMENTS**

153 19. If the LESSOR fails to maintain, repair and/or improve the premises as set forth herein, the
154 LESSEE may, withhold ten percent (10%) of rent payments until such time as LESSOR
155 completes deficient maintenance, repair and/or improvements. Upon receipt of documentation
156 of LESSOR'S noncompliance with maintenance, repair and/or improvement provisions and a
157 written request to withhold rent payments from the LESSEE, the Department of Facilities
158 Management shall provide LESSOR with a list of deficient maintenance, repair and/or
159 improvement items and notify LESSOR that LESSEE has been authorized to withhold rent
160 payment until deficient maintenance, repair and/or improvements have been completed.
161 Withheld rent payments will be remitted to LESSOR after the Department of Facilities
162 Management verifies that LESSOR has satisfactorily completed all maintenance, repair and/or
163 improvements and authorizes LESSEE to remit the withheld rent. Nothing in this provision shall
164 limit other remedies which may be available to LESSEE under this Lease.

165 **CONDEMNATION**

166 20. If any of the premises or of the Building, as may be required for the reasonable use of the
167 premises, are taken by eminent domain, this Lease shall automatically terminate as of the date
168 LESSEE is required to vacate the premises and only rent to that date will be paid. Any rent paid
169 beyond the date of cancellation shall be refunded to the LESSEE within twenty (20) calendar
170 days.

171 **CARRYOVER TENANCY**

172 21. If LESSEE remains in possession of the premises after the expiration or termination of the
173 Lease term, or any extension thereof, such possession by LESSEE shall be deemed to be a
174 month-to-month tenancy, terminable as provided by law. During such month-to-month tenancy,
175 LESSEE shall pay all rent provided in this Lease or such other rent as the parties mutually
176 agree in writing and all provisions of this Lease shall apply to the month-to-month tenancy,
177 except those pertaining to term and option to extend.

178 **CAPTIONS**

179 22. The captions and paragraph headings hereof are inserted for convenience purposes only
180 and shall not be deemed to limit or expand the meaning of any paragraph.

181 **NOTICES**

182 23. Wherever in this Lease written notices are to be given or made, they will be sent by certified
183 mail to the address listed below.

184 **LESSOR:**

185 Mr. Ted Christensen
186 Managed by Windermere Commercial Real Estate / Whidbey Island
187 PO Box 610, 5 South Main St
188 Coupeville WA 98239-0610

189

190 **LESSEE:**

191 Island County
192 Department of Facilities Management
193 Property Management Division
194 P. O. Box 5000
195 Coupeville, Washington 98239

196

197 **ACCEPTED AND APPROVED** this ____ day of _____, 2016.

198

199

LESSOR:

LESSEE:

200

MR. TED CHRISTENSEN

**BOARD OF COUNTY COMMISSIONERS
Island County, Washington**

201

202

203

Ted Christensen

**Richard M. Hannold, Chair
Board of Island County Commissioners**

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STATE OF _____

COUNTY OF _____

On the _____ day of _____, 2016,
before me, _____, the
undersigned (Name of Notary Public)

Notary Public, personally appeared Richard M. Hannold,
Name of Signer)

_____ Personally known to me

_____ Proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they
executed it.

WITNESS my hand and official seal.

Signature of Notary Public

Printed Name of Notary Public

My Commission Expires _____

Description of attached document: LEASE AGREEMENT Between Ted Christensen
and Island County

Document Date _____ Number of pages, nine (9)

232

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STATE OF _____

235

COUNTY OF _____

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On the _____ day of _____, 2016,

237

before me, _____, the
undersigned (Name of Notary Public)

238

Notary Public, personally appeared Ted Christensen.

239

(Name of Signer)

240

_____ Personally known to me

241

_____ Proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument, and acknowledged that
he/she/they executed it.

WITNESS my hand and official seal.

Signature of Notary Public

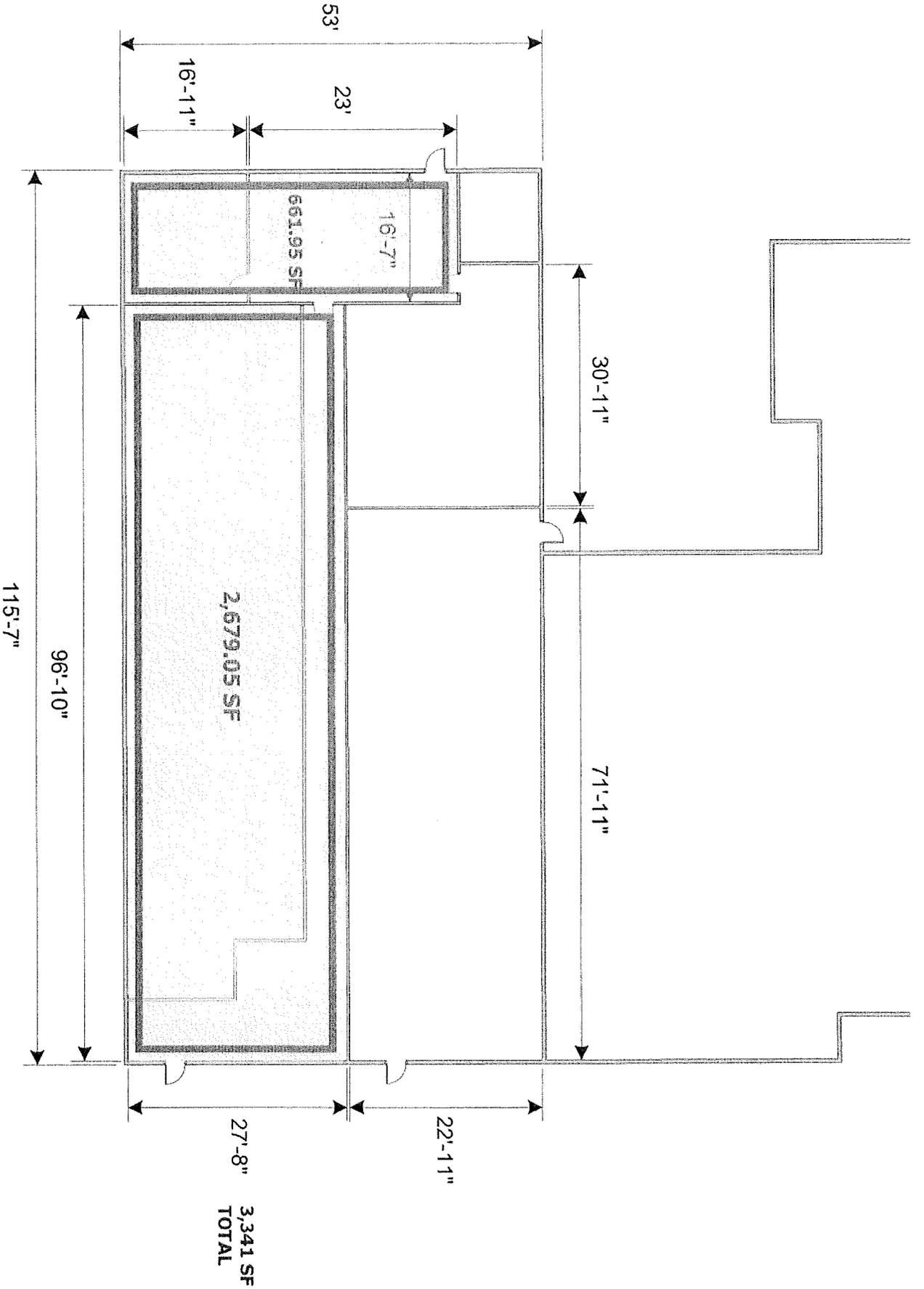
Printed Name of Notary Public

My Commission Expires _____

Description of attached document: LEASE AGREEMENT Between Ted
Christensen and Island County

Document Date _____ Number of pages, Nine (9)

EXHIBIT "A"



CHRISTENSEN PROPERTY - ELECTIONS OFFICE
400 N Main Street, Coupeville, WA 98239
EXISTING Used Square Footage 12/14/15

SCALE: 1/16" = 1'



DRAFT

400 N Main / Elections lease 7/28/2016

Gross usable leased space		3341
Sq footage cost monthly	\$	0.90
	\$	3,006.90
Annual base lease 5 yr fixed	\$	36,082.80
5 Yr term total base lease	\$	180,414.00
NNN		
Total building space		12365
Gross leased		3341
Pro- Rata share of NNN		27.02%
Property tax 2016 actual	\$	6,929.71
Annual pro-rara share	\$	1,872.41
Hazard Insurance 2016 est.	\$	5,000.00
Annual pro-rata share	\$	1,351.00
Common area maint 2016 est.		1200
Annual pro-rata share		324.24
2016 Fully loaded lease	\$	39,954.69

Summary draft for discussion only

1. Most departments lack adequate space to most efficiently perform required services at current staffing levels. Several departments have identified or may be requesting additional staff, which would exacerbate space constraints.

An additional 50,000 DGSF is needed across all County facilities to 'right-size' space needs and accommodate moderate growth projected by 2036. The distribution of departments within the limited facilities has disconnected staff and created inefficient internal adjacencies.

2. The quality of existing space and customer experience is inconsistent; Camano Island facilities are particularly deficient in condition, Island County brand and function.

A new, consolidated building at the Camano Island campus would provide a stronger civic presence and better facilities for Community Planning & Development, Public Health, General Services and the East Precinct of the Sheriff's office.

3. Security needs are not adequately accommodated in existing configurations, particularly for the Sheriff's Precincts and those departments that have public, customer service counters.

Few department areas are designed to accommodate the 'unexpected' event and help protect County staff and visitors.

4. Additional, shared spaces are needed to provide staff with common spaces for departmental meetings, staff collaboration and individualized service for County residents.

Shared conferencing areas, small meeting rooms (particularly near public counter areas) and break rooms are needed at the Coupeville and Camano campuses as well as the individual facilities. There is a lack of centralized resources that has resulted in some duplication of storage needs within each department.

5. County facilities are well maintained, with some deferred projects warranting attention.

Recommendations have been made to help prioritize maintenance projects across the County.

Larry Van Horn

From: Mary Waters <admin@staugustineoh.org>
Sent: Monday, July 25, 2016 3:10 PM
To: Larry Van Horn
Cc: Dane Kinney; Mary Waters
Subject: FW: Parking "Facility Use Agreement"
Attachments: St Mary and County Facility Use Agreement 072516 Parish.pdf

Hi Larry,

Please see the attached response from the Diocese and Facility Use Agreement.

Thanks, Mary

From: Foster Edward [<mailto:Edward.Foster@seattlearch.org>]
Sent: Thursday, July 21, 2016 3:49 PM
To: Mary Waters <admin@staugustineoh.org>
Subject: RE: Parking "Facility Use Agreement"

To Whom It May Concern,

The parking lot use agreement between the County and Archdiocese, dba St. Mary's of Coupeville has gone through a couple of iterations of changes and has reached the point that it has become impossible to move forward with the current draft. At this time, we need to move back to the attached agreement with no further editing.

The Archdiocesan Use Agreement is a standard template for use by parishes with outside parties. The Archdiocese has made a concession on the acceptance of the county's insurance and no further editing can occur. If the County is able to accept this document, we can move forward with this on the basis of a one year term. At the end of the term, the County can request another one year Use Agreement which would need approval of the St. Mary Pastor, if he so chooses.

I would encourage the County to develop parking to meet their needs. It is not realistic for the Catholic Church to provide a long term benefit to the county for parking.

Sincerely,

Ed Foster
Director of Property and Construction Services
Archdiocese of Seattle
710 9th Ave.
Seattle, WA 98104
206-382-2064

FACILITY USE AGREEMENT
FOR SHORT-TERM OR ONE-TIME USES BY NONPROFIT, FOR PROFIT ORGANIZATIONS
OR INDIVIDUAL PARISHIONERS

(Keep this agreement on file at least six years from the date signed.)

Parish Name/City: St. Mary - Coupeville _____

This Use Agreement is made this 15th day April, 2016, between the Corporation of the Catholic Archbishop of Seattle (CCAS) / d.b.a. St. Mary _____, referred to as the Facility Owner in this Use Agreement and Island County _____, referred to as the Facility User in this agreement.

Check one of the following boxes for the Type of Group: (See Guidelines for further explanation.)

Group 1 (do not use this agreement with this group) Group 1A (use agreement at Pastor's discretion)
Group 2 Group 3A Group 3B x Group 4 Public Entity

1. **SPACE:** Facility Owner grants the nonexclusive use of the following: 47 parking stalls located *at* parish parking lot _____. (Or see Attachment A-Additional Information.)
2. **TERM:** The term of this usage is for The facility user agrees that they will use and occupy the premises for the purpose of the County for private vehicles between the hours of 6:00 a.m. and 6:00 p.m., Monday-Friday, and twenty-four hours a day, Monday through Friday for County vehicles. The private vehicles of County employees who use the parking lot shall be identified with a County placard.
The Facility User agrees to temporarily vacate all parking spaces within the lot upon forty-eight (48) hours of advance notice by St. Mary for peak parking needs, associated with special events, masses, or holy days. St. Mary will notify the Director of Public Works.
_____. (Or see Attachment A-Additional Information.)
3. **EVENT/ACTIVITY:** Facility User is using the space for the following purpose: Employee parking _____ (Or see Attachment A-Additional Information.)
4. **FEE:** Facility User agrees to pay Facility Owner the following amount: In lieu of fee, the County will repair and maintain the lot and pay the electric utility bills associated with the operation of the illumination devices. (Or see Attachment A-Additional Information.)
5. **RESPONSIBILITIES:** Throughout the term of this Use Agreement, the Facility User agrees to clean up the space after use, keep walkways clear of debris or obstacles _____.
6. **NONPROFIT STATUS** (Group 3B nonprofit organizations only): A copy of the Facility User's 501(c)(3) documentation, or equivalent Federal nonprofit status paperwork, shall be provided to the Facility Owner, and attached to this Use Agreement as Attachment B.
7. **INDEMNIFICATION:** The Facility User agrees to protect, indemnify, defend and hold harmless the Facility Owner against and from any and all claim(s) or cause of action arising out of loss, damage, or injury to persons or property resulting from any accidental, negligent or other actionable fault in connection with the Facility User's use, event, activity/activities, maintenance, or occupancy of the premises, and whether or not such loss, damage, or injury was caused by Facility User's guests, family members, volunteers, helpers, partners, vendors, associates, officers in connection with the Facility User's use, event, or activity/activities on the property of Facility Owner.

FACILITY USE AGREEMENT

8. LIABILITY INSURANCE (check appropriate box):

Group 2 Users - One-time use insurance through the Arthur J. Gallagher & Company TULIP policy (<https://eventus.ajgrms.com>).

Group 3A Users - Insurance certificate already on file with Arthur J. Gallagher & Company. The following are on file: Knights of Columbus, American Heritage Girls, and Boy Scouts of America groups that are "parish chartered".

Group 3B and Group 4 Users - For short-term or one-time use, Facility User will provide Facility Owner with general liability insurance in an aggregate amount of not less than One Million Dollars (\$1,000,000) per occurrence. The policy shall also include evidence of coverage for damages arising from molestation or abuse in the amount of not less than \$1,000,000.00 per occurrence for the duration in which Facility User uses _____ property. Facility User shall provide an acceptable certificate of such insurance that shows/names Facility Owner as additional insured, said certificate to be attached to this Use Agreement as Attachment C.

The only exception to the coverage limits is that sexual molestation or misconduct insurance coverage may not be required if the Facility Owner can certify that the Facility User will have no unsupervised contact with minors or vulnerable adults or, that no minors or vulnerable adults will be on the premises during the Facility User's activity. These exceptions must be approved on a case-by-case basis by the Office of Property and Construction Services after consultation with appropriate Chancery resources and Arthur J. Gallagher & Company.

Should Special Events Coverage be used to fulfill the insurance requirements, the Facility Owner will certify that the Facility User will have no unsupervised contact with minors or vulnerable adults and that no minors or vulnerable adults will be on the premises during the Facility User's activity.

NOTE: Facility User understands that insurance coverage for their personal property is the Facility User's responsibility.

- 9. SAFE ENVIRONMENT OBLIGATIONS (applicable to Group 3 users): Facility User certifies that all Safe Environment obligations have been met as required by the U.S. Conference of Catholic Bishops' Charter for the Protection of Children and Young People. All individuals with ongoing unsupervised contact with minors have a cleared criminal background check; have completed safe environment child abuse prevention training and have read and agreed to follow the abuse prevention policies of the Facility User.
- 10. TERMINATION: Facility Owner reserves/retains the right to terminate the Use Agreement.
- 11. CHANGES TO THIS AGREEMENT: All notices/changes to this agreement shall be done in writing and submitted to all parties.
- 12. OTHER TERMS: To satisfy the Insurance requirements of this agreement, Facility user shall provide to facility owner a certificate of membership in the Washington Counties Risk pool and the limits of liability for each occurrence. _____

AGREED:

For Facility User:

For Facility Owner:

FACILITY USE AGREEMENT

Signature of authorized signer

Signature of Pastor or Pastoral Leader

Organization name/parishioner name

Parish name

Address, city, state

Address, city, state

FACILITY USE AGREEMENT

ATTACHMENT A
ADDITIONAL INFORMATION

ATTACHMENT TO USE AGREEMENT DATED _____

1. Name of Organization / Parishioner: _____
2. Address: _____
3. Phone Number(s): _____
4. Space(s) to be Used: _____
5. Date & Time of Facility Use: _____
6. Type of Facility Use: _____
7. Facility Use Fee: \$ _____ Damage Deposit: \$ _____
8. Janitor Fee: \$ _____ Cleaning Fee (Kitchen/Hall): \$ _____
9. Types of Refreshments: _____
10. Private Caterer: _____
11. Family will bring food: _____
12. Alcoholic beverages served: Yes (if Yes, liquor license required) No
13. Will licensed bartender be present: Yes No
14. Security guard required: Yes No

ATTACHMENT B
NONPROFIT DOCUMENTATION

ATTACHMENT C
INSURANCE CERTIFICATE

WSU EXTENSION
BOCC Work Session Agenda
August 10, 2016

1. Subject/Description: WSU Island County Small Farms and Master Gardeners Programs
Attachment: No
Proposed Action: Update on programs

BUDGET/GSA
WORK SESSION AGENDA
AUGUST 10, 2016

Subject/Description: Budget Amendment

Attachment:

Action Requested:

Follow up:

*Commissioners Office
Work Session
August 10, 2016*

Subject/Description: Island County Legislative priorities

Attachments:

Action Requested:

Follow up: