

2016

ISLAND COUNTY COMMISSIONERS' WORK SESSION SCHEDULE NOVEMBER

REGULAR WORK SESSION 1st WEDNESDAY, NOVEMBER 2, 2016

9:00 a.m. [Public Works](#)
9:30 a.m. [Human Resources](#)
9:45 a.m. [Community Development/Long Range Planning](#)
10:45 a.m. [Budget Director](#)
11:05 a.m. [Commissioners Office](#)
11:25 a.m. **Chairman's Agenda:** *[to be determined]*

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



**ISLAND COUNTY PUBLIC WORKS
COMMISSIONERS AGENDA
~ WORK SESSION ~
Commissioners' Hearing Room
November 2, 2016 @ 9:00 a.m.**

*Bill Oakes, Director/County Engineer
Steve Marx, Assistant Director
Connie Bowers, P.E., Assistant County Engineer*

**County Commissioners: Richard M. Hannold, Chair
Helen Price Johnson, Member
Jill Johnson, Member**

Staff: Pam Dill

Public Works Staff Present:

Others Present:

I. GIS

- A. Subject/Description: ArcGIS Software Maintenance Allocation**
Attachment: Memorandum; Annual Maintenance
Action requested: Discussion and Board Approval
Follow up: To be determined

II. Roads

- A. Subject/Description: Supplement to Clinton Non-Motorized Improvements Contract**
Attachment: Memorandum; Agreement
Action requested: Discussion and Board Approval
Follow up: To be determined
- B. Subject/Description: Regional Transportation Planning Organization Agreement**
Attachment: Memorandum; Agreement
Action requested: Discussion and Board Approval
Follow up: To be determined

III. Solid Waste

- A. Subject/Description: Septage Treatment Facility Upgrades PWP 15-02, Bid Award Recommendation**
Attachment: Memorandum; Bid Tabulation
Action requested: Discussion and Board Approval
Follow up: To be determined
- B. Subject/Description: Contract for Camano Island Recycling Services**
Attachment: Memorandum; Contract; Terms and Conditions
Action requested: Discussion and Board Approval
Follow up: To be determined



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I. GIS
A. ArcGIS Software Maintenance Allocation



**ISLAND COUNTY PUBLIC WORKS
ROADS DIVISION**

P.O. BOX 5000, COUPEVILLE, WA 98239

Phone: (360) 679-7331

Fax: (360) 678-4550

William E. Oakes, P.E., Director/County Engineer

Steve Marx, Assistant Public Works Director

Connie Bowers, P.E., Assistant County Engineer

MEMORANDUM

October 12, 2016

TO: Board of County Commissioners – Island County

FROM: Becca Blackman – GIS Coordinator/Administrator

RE: **ArcGIS Software Maintenance Allocation**

As we have consolidated the ArcGIS licenses from each department into one account, including ICOM, we have determined a method of dividing the annual maintenance amongst the departments using these products.

The usage of ArcGIS desktop licenses has been tracked and the maintenance costs of those licenses have been split according to the percent used by each department. ICOM chose to keep one license as single-use and not shared, they are paying the full maintenance on that product.

The ArcGIS server licenses are for managing the enterprise database as well as hosting data for web applications and ArcGIS Explorer. In 2017 half of the maintenance costs for these licenses will be paid by Public Works, the other half will be split evenly amongst the departments using ArcGIS Desktop products: Assessor's Office, Public Health, Planning and Community Development and ICOM.

The annual maintenance bill will be initially paid for by Public Works and each department will be invoiced for their share. A purchase order for the total bill will need to be signed by the chair as the total exceeds the department's limit they can sign for.

Attached: spreadsheet defining costs per department

ESRI ArcGIS Software Annual Maintenance

ArcGIS Desktop Licenses

Concurrent Licenses	\$15,089.57
ICOM single-use License	\$1,500.00
SubTotal	\$16,589.57
Tax	\$1,443.29
Total	\$18,032.86

ArcGIS Server Licenses

ArcSDE Database Server License	\$3,030.00
Web Mapping Server license	\$3,412.00
SubTotal	\$6,442.00
Tax	\$560.45
Total	\$7,002.45

ArcGIS desktop maintenance depends on the percent the licenses are in use. Usage is tracked, the percent each department uses the desktop software is then divided by the desktop concurrent license costs. ICOM's single-use license is then added to the desktop maintenance costs.

Server Maintenance as part of a shared software component is split. In 2017 Public Works will pay half the \$7,002.45 total server licensing costs, the other half is split evenly among the Assessor's Office, Health, ICOM and Planning.

Department	Desktop Licenses Maintenance Only				Desktop and Server Licenses Maintenance		2016 License Maintenance (Without Tax)
	ArcMap Usage (hours)	Percent ArcMap Usage	Concurrent Desktop Software Maintenance (by Usage)	Concurrent & Single Use Desktop Software Maintenance	Total Desktop Maintenance & Split Server Maintenance Evenly amongst Departments (\$1,400.49 each)	Total Desktop Maintenance & PW Pays 1/2 Total Server Maintenance (PW = \$3,501.23 else = \$875.31)	
Assessor	381.60	13	\$2,132.31	\$2,132.31	\$3,532.80	\$3,007.62	\$3,737.00
GIS Coordinator	1155.53	40	\$6,560.95	\$6,560.95	\$7,261.19	\$8,311.56	\$3,030.00
Health	329.97	11	\$1,804.26	\$1,804.26	\$3,204.75	\$2,679.57	\$2,020.00
ICOM	62.35	2	\$328.05	\$1,958.55	\$3,359.04	\$2,833.86	\$5,959.00
Planning	691.05	24	\$3,936.57	\$3,936.57	\$5,337.06	\$4,811.88	\$2,424.00
Public Works	299.13	10	\$1,640.24	\$1,640.24	\$2,340.48	\$3,390.85	\$3,737.00
					\$25,035.32	\$25,035.32	
					PW Total = \$9,601.68	PW Total = \$11,702.41	

II. Roads

A. Supplement to Clinton Non-Motorized
Improvements Contract

ISLAND COUNTY PUBLIC WORKS

DIVISION

P.O. BOX 5000, COUPEVILLE, WA 98239

(360) 679-7331



William E. Oakes, P.E., Director/County Engineer

Steve Marx, Asst. Director

Connie W. Bowers, P.E. Asst County Engineer

MEMORANDUM

November 2, 2016

TO: Board of Island County Commissioners

FROM: Brian Wood –Transportation Planner

RE: Supplement to Clinton Non-Motorized Improvements Contract

The Clinton Non-Motorized Improvements Contract, which provides for the design of safe non-motorized access between the Clinton Ferry Terminal and Deer Lake Road, was signed August 2, 2016. This is project number 30 on the 2016-2021 Transportation Improvement Program. The budgeted cost included \$140,000 in WSDOT grant funds and \$20,000 in match from the local Road Fund.

The consultant discovered that certain direct costs (totaling \$3,450) that were present during contract negotiations, were subsequently left off of the final contract. The consultant has indicated that these costs cannot be made up through other cost adjustments and therefore need to be included as a supplement. During preparation of this supplement, a small (\$3) discrepancy in the Total Amount Authorized was noted and corrected here. The new Maximum Amount Payable reflects the corrected charges plus the supplement and updated Management Reserve.

The additional funding requested in this supplement would come from the local Road Fund.



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>1</u>		Organization and Address	
Original Agreement Number PW-1620101		Toole Design Group, LLC 8484 Georgia Ave #800 Silver Springs, MD 20910-5 Phone: 206-297-1601	
Project Number JL 00021-0203	Execution Date 08/02/2016	Completion Date March 2017	
Project Title Clinton Non-Motorized Improvements	New Maximum Amount Payable \$153,968.64		
Description of Work Investigate a safe non-motorized plan of travel from the Clinton Ferry Dock northward			

The Local Agency of Island County
desires to supplement the agreement entered in to with Toole Design Group, LLC
and executed on 08/02/2016 and identified as Agreement No. PW-1620101

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:
There are NO CHANGES to the scope of work.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: There is NO CHANGE to the time for beginning and completion

III

Section V, PAYMENT, shall be amended as follows:

The Direct Non-Salary Costs shall be amended to include the following items that were not present in the original Exhibit D of the signed contract: Mileage/Travel for \$950; Utility Locates (Applied Professional Services) for \$2,500

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Jennifer Toole, Toole Design Group, LLC By: Richard M.Hannold, Chair Board of County Commissioner

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	\$81,642.99		\$81,642.99
Overhead (Including Payroll Additives)	\$45,232.68		\$45,232.68
Direct Non-Salary Costs	0	\$3,450.00	\$3,450.00
Fixed Fee	\$9,645.82		\$9,645.82
Total	\$136,521.49	\$3,450.00	\$139,971.49

II. Roads
B. Regional Transportation Planning
Organization Agreement
ISLAND COUNTY PUBLIC WORKS



DIVISION
P.O. BOX 5000, COUPEVILLE, WA 98239
(360) 679-7331

William E. Oakes, P.E., Director/County Engineer
Steve Marx, Asst. Director
Connie W. Bowers, P.E. Asst County Engineer

MEMORANDUM

November 2, 2016

TO: Board of Island County Commissioners

FROM: Brian Wood –Transportation Planner

RE: Regional Transportation Planning Organization Agreement

The Regional Transportation Planning Organization (RTPO) Agreement is the legal contract that specifies one of the primary product requirements of an RTPO, the Unified Planning Work Program (UPWP). The UPWP is an annual documentation of the work scope and budget that establishes an RTPO's eligibility for state funding per RCW 47.80.020. This agreement details the required record keeping, reports, and the state's right to audit the activities of the Island RTPO (IRTPO).

The UPWP is one of three primary products that IRTPO will be required to produce. A Regional Transportation Plan, outlining the 20 year vision for IRTPO, and a yearly Regional Transportation Improvement Program that budgets regionally significant projects, are the two other primary deliverables IRTPO will be required to develop.

This is a standard RTPO agreement, approved by the Washington State Assistant Attorney General. As such, it should be noted that the agreement is not readily negotiable. Although the agreement is between the IRTPO and WSDOT, as the lead planning agency to the IRTPO, Island County has agreed to "administer contracts, budgeting, accounting and financial transactions, and all administrative, personnel and operational aspects of the IRTPO"; therefore, Island County's representative would be the authorized signatory for this the agreement with WSDOT.



Regional Transportation Planning Organization Agreement			Term of Agreement		
			Start Date	End Date	Fiscal Period
Agreement No. GCB 1369	CFDA No.	WSDOT Region Northwest	October 20, 2016	June 30, 2017	SFY 2017
Lead Planning Agency Island County P.O. Box 5000 1 NE 7 th Street Coupeville, WA 98239			Regional Transportation Planning Organization Island Regional Transportation Planning Organization		
			County(ies) included in the RTPO Island County		

This Agreement, made and entered into on the start date listed above, regardless of the date of signature execution, between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Director, Multimodal Planning Division, hereinafter called the "STATE," and the above named Regional Transportation Planning Organization, hereinafter called the "RTPO," collectively referred to as "Parties" and individually as "Party" and "RTPO."

WHEREAS, the above named county(ies) has(have) created a regional transportation planning organization in accordance with the requirements set forth in RCW 47.80.020; and

WHEREAS, the STATE has available funds, which have been allocated to it by (a) STATE RTPO funds, and/or (b) possibly funds from other Federal or state agencies, which can be used to facilitate regional transportation planning; and

NOW THEREFORE, pursuant to 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and promises contained herein, and /or attached hereto as Exhibits, and by this reference made a part of the Agreement, it is mutually agreed as follows:

1. Work Scope and Budget

1.1. The work scope and budget for the RTPO planning activities funded by this Agreement shall be documented annually (or biennially with an annual review) in a Unified Planning Work Program hereinafter called "UPWP". The UPWP's are kept on file in the Washington State Department of Transportation Headquarters Tribal and Regional Coordination Office.

a. The UPWP Guidelines developed jointly by the State, FHWA, FTA and the MPOs/RTPOs by December 31 each year will serve as a resource for developing the UPWPs. These guidelines identify key emphasis areas for work tasks to accomplish Program purposes.

1.2. The STATE will inform the RTPO of expected allocations of STATE RTPO funds and any other STATE administered funds that are available to RTPOs by December 31 each year for the following State fiscal year, which is defined as July 1st to June 30th for all RTPO's. The RTPO will then prepare a draft UPWP and submit the draft to the STATE by the specific dates listed in the Unified Planning Work Program Guidelines.

The final UPWP shall be adopted by the RTPO and submitted to the STATE for approval prior to May 31 preceding the start of each subject STATE fiscal year (or biennium). The STATE shall notify the RTPO, in writing, of its approval of the UPWP for the subject fiscal year by June 30 of each year, unless otherwise noted in the Unified Planning Work Program Guidelines. However, the RTPO may prepare a two year UPWP if it desires. Written amendments to the two year UPWP will be required in order to authorize expenditure of all federal funding and to comply with federal obligation authority.

1.3. The UPWP shall document all transportation and related planning activities for the ensuing state fiscal year, July 1 to June 30, unless otherwise noted in the Unified Planning Work Program Guidelines. The UPWP should include for each work element a description of the proposed work, an indication of the RTPO staff anticipated to be performing the work, and a budget which itemizes funding sources by work element and task. Required local matching funds shall be itemized separately.

1.4. The RTPO shall perform the approved work tasks within the approved budget during the subject state fiscal year. The STATE's approval of the UPWP incorporates the adopted UPWP and budget for the subject fiscal year.

1.5. Should the Parties decide it is mutually beneficial for the STATE to perform specific work tasks identified in the UPWP the Parties agree that the STATE may retain actual costs as documented in writing and approved by the RTPO.

2. Planning Standards and Guidelines

2.1. The RTPO shall comply with the most current Planning Standards and Guidelines developed by the STATE for the Regional Transportation Planning Program, RCW 47.80, and any amendments made thereto.

3. Conservation

3.1. The RTPO 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 (42 USC Section 6321 et seq.).

4. Payment

4.1. The STATE agrees to reimburse the RTPOs actual direct and related indirect costs of work approved as part of the UPWP. The maximum amount that the STATE shall reimburse the RTPO shall not exceed the total amount of approved, appropriated, and authorized STATE RTPO funds contained in an approved UPWP, less any amounts retained by the STATE to cover costs for all agreed upon work performed by the STATE.

4.2. All indirect costs will be based on an indirect cost rate supported by the RTPO's indirect cost allocation plan. Annually, the RTPO may prepare an indirect cost allocation plan which covers all anticipated indirect costs for the current calendar year, plus any carry-over months from the previous calendar year until a new indirect cost rate has been approved by the RTPO policy board.

4.3. The RTPO may submit requests to the STATE for reimbursement of funds as they are expended on UPWP activities at any time, but not more frequently than one such request every month. Such requests for reimbursement shall document the amount of funds that have been expended during the period for the total project, as well as for the current billing period. The request for reimbursement shall contain sufficient detail to inform the STATE and any other entities providing funding for the work as to the progress on each work element contained in the UPWP. The STATE shall review and approve each request for payment in an expeditious manner and shall reimburse RTPOs not later than 15 business days after the date of receipt by the STATE of a request for reimbursement of expenditures made by a RTPO for carrying out RCW 47.80.

5. Reports

5.1. The RTPO shall communicate with the STATE from time to time, or as often as required by the STATE, during the term of this Agreement to keep the STATE up to date about the progress of the work being performed as described in the UPWP. The STATE reserves the right to request interim written progress reports during the fiscal year, if the RTPO's monthly billing report is deemed insufficient in detail, the RTPO undergoes major structural changes, or there are changes to the RTPO's core organizational functions/activities. The interim reports are due to the STATE within twenty-one (21) calendar days of being notified in writing by the STATE. The interim reports shall include a summary of work progress during the course of the fiscal year, costs incurred in accordance with the approved UPWP and budget, and progress to date, including any problems or work delays. The STATE may delay reimbursement of billings if the requested interim reports are not submitted within the twenty-one (21) calendar days of being notified in writing by the STATE.

5.2. On or before September 30 of every calendar year, unless otherwise noted in the Unified Planning Work Program Guidelines, after the conclusion of each STATE fiscal year, the RTPO shall prepare and submit to the STATE a performance and expenditure report. This final report shall summarize work accomplished under the UPWP; costs incurred by work element, and identify any carryover of funds. Each annual report must contain at a minimum:

- a. Comparison of actual performance with established goals;
- b. Progress in meeting schedules;
- c. Status of expenditures in a format compatible with the work program, including a comparison of budgeted (approved) amounts and actual costs incurred;
- d. Cost overruns or underruns;
- e. Approved work program revisions; and
- f. Other pertinent supporting data.

6. Assignment of Work Items

6.1. The work items may be accomplished by joint effort between the staff of the RTPO, the STATE, and/or local government agencies. Such assignments will be clearly listed in the UPWP.

7. Project Records

7.1. The RTPO shall establish and maintain books, records, documents, and other evidence and accounting procedures and practice, sufficient to reflect properly all direct and indirect costs of whatever nature incurred and anticipated to be incurred for the performance of this Agreement. To facilitate the administration of the project, separate accounts shall be established and maintained within RTPO's existing accounting system or an independent accounting system may be set up. Such accounts are referred to herein collectively as the "Project Account." RTPO shall charge to a Project Account all eligible costs of the Project. Costs in excess of the latest approved budget, or attributable to actions which have not received the written approval of the STATE, shall not be eligible for reimbursement. All costs, charged to the Project, including any approved services contributed by RTPO or others, shall be supported by executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges as the State deems appropriate.

8. Audits, Inspection, and Retention of Records

8.1. The STATE, the State Auditor, and the Inspector General and/or any of their representatives shall have full access to and the right to examine, during normal business hours and as often as they deem necessary, all of the RTPO's records, paper and electronic, with respect to all matters covered by this Agreement. Such entities and their representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make copies of all contracts, invoices, materials, payrolls, and other matters covered by this Agreement. All documents, papers, accounting records, and other material pertaining to costs incurred in connection with the Project shall be retained by the RTPO for six (6) years from the date of completion of the Project to facilitate any audits or inspections.

8.2. Furthermore, if any litigation, claim, or audit arising out of, in connection with, or related to this Agreement is initiated before the expiration of the six-year period, the cost records and accounts shall be retained until such litigation, claim, or audit is completed. In accordance with OMB Circular A-133 regulations, the RTPO is required to arrange for audit of funds expended.

9. Modifications

9.1. Either Party may request changes to the provisions of this Agreement and to the UPWP that will be developed. Changes to the work scope and budget changes shall be made by written amendment to the UPWP by the RTPO and approved in writing by the STATE. Other changes to this Agreement which are mutually agreed upon shall be incorporated as written amendments to this Agreement. No variation or alteration of the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the Parties hereto.

10. Termination

10.1. This Agreement expires on the date shown in the Term of Agreement heading. If it is determined to be in the best interests of the STATE, the STATE may terminate this Agreement upon giving ten (10) calendar days' notice in writing to the RTPO. If this Agreement is so terminated prior to fulfillment of the terms stated herein, the RTPO shall be reimbursed only for actual expenses and non-cancelable obligations, both direct and indirect, incurred to the date of termination, as determined by the State. The State will work with the RTPO to determine what obligations are non-cancelable.

11. Travel

11.1. Current STATE travel rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of this Agreement. Reimbursement of travel expenses is limited to travel necessary for the completion of the UPWP. All travel by RTPOs using state funds is subject to state travel rules as outlined in the State Administrative & Accounting Manual (SAAM).

12. Subcontracting and Equipment

12.1. The services of the RTPO shall be directed by a Project Manager. The STATE shall review and approve any RTPO's consultant agreement prior to execution. The RTPO shall comply with all current federal and state laws and regulations governing the selection and employment of consultants. The STATE reserves the right to appoint a representative to serve on the RTPO's consultant selection committee. Subcontracts for consultant services must contain all the required provisions to the extent applicable of Sections 3, 5, 8, 9, 13 through 15, and 19 through 22 of this Agreement.

12.2. Any equipment to be purchased under this Agreement shall be listed in the scope of work. All equipment must be purchased, managed, and disposed of in accordance with all current federal and state laws and regulations and the nondiscrimination provisions of Section 18 of this Agreement. The procurement of all equipment must be used for the sole purpose of regional transportation planning activities. Any equipment on hand at the completion of the work shall become the property of the STATE.

13. Purchases

13.1. The RTPO shall make purchases of any equipment, material, incidental goods or supplies pursuant to this Agreement through procurement procedures approved in advance by the STATE and consistent with the following provisions:

13.2. General Procurement Requirements. The RTPO shall comply with the procurement procedures identified in FTA circular 4220.1F, "Third Party Contracting Requirements," and any revision or replacement thereof; and applicable Federal regulations or requirements identified in 49 CFR part 18, "Uniform Administrative Requirements," and any amendments thereof, which by this reference are incorporated herein; any reference therein to "grantee" shall mean the RTPO or consultant.

- a. Preference for United States Products and Services. To the extent applicable, the RTPO agrees to comply with the following requirements:
 - a.1. Buy America. The RTPO shall comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, and any implementing guidance USDOT may issue.
 - a.2. Cargo Preference - Use of United State Flag Vessels. The RTPO agrees to comply with U.S. Maritime Administration regulations "Cargo Preference - U.S. Flag Vessels" 49 CFR Part 381 to the extent those regulations apply to the project.
 - a.3. Fly America: The RTPO understands and agrees that the Federal Government will not participate in the costs of international air transportation of any person involved in or property acquired for the project unless that air transportation is provided by U.S. flag air carriers to the extent service by U.S. flag air carriers is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C section 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 CFR §§ 301-10.131. - through 301-10.143.
- b. Geographic Restrictions. The RTPO agrees to refrain from using any State or local geographic preference, except those expressly mandated or encouraged by Federal statute or as permitted by USDOT.
- c. Government Orders. In case any lawful government authority shall make any order with respect to the Project or Project equipment, or any part thereof, or the parties hereto or either of them, the RTPO or consultant shall cooperate with the STATE in carrying out such order and will arrange its operation and business so as to enable the STATE to comply with the terms of the order.

14. Incorporation of Federal Terms

14.1. Purchasing. This Agreement's provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in this Agreement's provisions. All contractual provisions required by FTA, as set forth in FTA Circular 4420.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The RTPO or consultant shall not perform any act, fail to perform any act, or refuse to comply with any STATE request which would cause the STATE to be in violation of any USDOT term or condition.

14.2. Federal Changes. The RTPO shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including but not limited to those listed directly or by reference in the Agreement as they may be amended or promulgated from time to time, by FTA, during the term of this Agreement. The RTPO or consultant's failure to so comply shall constitute a material breach of this Agreement.

15. No Obligation by the Federal Government

15.1. The STATE and the RTPO acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the RTPO or consultant or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.

15.2. No contract between the RTPO and its consultant(s) shall create any obligation or liability of the STATE with regard to this Agreement without the STATE's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof. The RTPO hereby agrees to include this provision in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this Agreement. The RTPO agrees to require its consultants to also include this provision in contracts entered into by any consultant, including the consultant's agreements, if any, with subcontractors.

16. Personal Liability of Public Officers

16.1. No officer or employee of the STATE shall be personally liable for any acts or failure to act in connection with the Agreement, it being understood that in such matters they are acting solely as agents of the STATE.

17. Ethics

17.1. Code of Ethics. The RTPO agrees to maintain a written code or standard of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal assistance. The code or standard shall provide that the RTPO's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential contractors or subrecipients. The RTPO may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. The code or standard shall prohibit the RTPOs officers, employees, board members, or agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. As permitted by STATE or local law or regulations, such code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the RTPOs officers, employees, board members, or agents, or by subcontractors or subrecipients or their agents.

17.2. Personal Conflict of Interest. The RTPOs code or standard shall prohibit the RTPOs employees, officers, board members, or agents from participating in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm or entity selected for award:

- a. The employee, officer, board member, or agent of the RTPO;
- b. Any member of the immediate family, including any partner, of the RTPO;
- c. An organization that employs, or is about to employ, any of the above.

17.3. Organizational Conflict of Interest. The RTPO code or standard of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract may, without some restrictions on future activities, result in an unfair competitive advantage to the third party contractor or impair its objectivity in performing the contract work.

17.4 Debarment and Suspension. The RTPO agrees to comply with the requirements of Executive Orders Numbers 12549 and 12689, "Debarment and Suspension," 31 U. S.C. § 6101 note, and USDOT regulations on Debarment and Suspension at 49 CFR Part 29, Environmental Protection Agency 40 CFR 32, Federal Emergency Management Agency 44 CFR. 17, and U.S. Department of Health and Human Services 45 CFR 76. The RTPO is prohibited from contracting with or making subawards to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods and services equal to or in excess of \$100,000 and all non-procurement transactions (e.g. awards to subrecipients). A RTPO receiving individual awards for \$100,000 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred. The RTPO agrees to, and assures that its subrecipients, lessees, third-party contractors, and other participants at any tier of the Project will, search the Excluded Parties Listing System records at www.sam.gov before entering into any third party sub-agreement, lease, third-party contract, or other arrangement in connection with the Project, and will include a similar term or condition in each of its lower-tier covered transactions.

17.5. Bonus or Commission. The RTPO affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its application for State financial assistance for this Project.

17.6. Relationship with Employees and Officers of the STATE. The RTPO shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of the STATE, nor shall the RTPO rent or purchase any equipment and materials from any employee or officer of the STATE.

17.7. Employment of Former WSDOT Employees. The RTPO hereby warrants that it shall not engage on a full, part-time, or other basis during the period of the Agreement, any professional or technical personnel who are, or have been, at any time during the period of the Agreement, in the employ of the STATE without written consent of the STATE.

17.8. Restrictions on Lobbying. The RTPO agrees to:

- a. Refrain from using Federal assistance funds to support lobbying; and
- b. Comply, and assure compliance by each subcontractor at any tier and each subrecipient at any tier, with applicable requirements of USDOT regulations, "New Restriction on Lobbying," 49 CFR Part 20, modified as necessary by 31 U.S.C. §1352.
- c. Comply with Federal statutory provisions to the extent applicable prohibiting the use of Federal assistance funds for activities designed to influence Congress or a State legislature on legislation or appropriations, as specified in 49 CFR Part 20

17.9. Employee Political Activity. To the extent applicable, the RTPO agrees to comply with the provisions of the "Hatch Act," 5 U.S.C. §§ 1501 through 1508, 7324 -7326, and Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 CFR Part 151. The "Hatch Act" limits the political activities of State and local agencies and their officers and employees, whose principal employment activities are financed in whole or in part with Federal funds including a loan, grant, or cooperative agreement. Nevertheless, in accordance with 23 U.S.C. § 142(g), the "Hatch Act" does not apply to a nonsupervisory employee of a transit system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the "Hatch Act" does not otherwise apply.

17.10. False or Fraudulent Statements or Claims. The RTPO acknowledges and agrees that the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with this Project. Accordingly, by executing this Agreement the RTPO certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make in connection with the Project covered by this Agreement. In addition to other penalties that WSDOT reserves the right to impose on the RTPO, the RTPO also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to WSDOT or the Federal Government, WSDOT and the Federal Government, each, reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the RTPO to the extent either deems appropriate.

18. Civil Rights

18.1. The RTPO shall comply with all applicable civil rights statutes and implementing regulations including, but not limited to:

18.2. Nondiscrimination in Federal Transit Programs. The RTPO agrees to comply, and assures compliance by each third party contractor at any tier, with the provisions of 49 U.S.C. § 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

18.3. Nondiscrimination--Title VI of the Civil Rights Act. The RTPO agrees to comply, and assures compliance by each third party contractor at any tier, with all requirements, prohibiting discrimination on the basis of race, color, or national origin, Pursuant to Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d; and USDOT regulations, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21, and any implementing requirements FTA may issue. Except to the extent FTA determines otherwise in writing, the CONTRACTOR also agrees to follow all applicable provisions of the most recent edition of FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for Federal Transit Assistance Recipients," to the extent consistent with applicable Federal laws, regulations, and guidance; and U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 CFR § 50.3, and any other applicable Federal guidance that may be issued.

18.4. Equal Employment Opportunity. The RTPO agrees to comply, and assures compliance by each third party contractor at any tier, with all requirements of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and 49 U.S.C. §5332 and any implementing requirements FTA may issue. These equal employment opportunity (EEO) requirements include, but are not limited to, the following:

- a. The RTPO agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, age, or national origin. The RTPO agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, 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. The RTPO shall also comply with any implementing requirements USDOT may issue.
- b. If the RTPO is required to submit and obtain Federal Government approval of its Equal Employment Office (EEO) program, that EEO program approved by the Federal Government is incorporated by reference and made part of this Agreement. Failure by the RTPO or consultant to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification to the RTPO or consultant of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of Federal financial assistance, or other measures that may affect the RTPOs eligibility to obtain future Federal financial assistance for transportation projects.

18.5. Nondiscrimination on the Basis of Sex. The RTPO agrees to comply with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§1681 et seq., with USDOT regulations "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, and with any implementing directives that USDOT or FTA may promulgate, which prohibit discrimination on the basis of sex.

18.6. Nondiscrimination on the Basis of Age. The RTPO agrees to comply with applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§6101 et seq., and implementing regulations, which prohibits discrimination on the basis of age.

18.7. Access Requirements for Persons with Disabilities. The RTPO agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, which prohibit discrimination on the basis of handicap; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§12101 et seq., which requires the provision of accessible facilities and services; and with the Federal regulations, including any amendments thereto following:

- a. USDOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- b. USDOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- c. Joint U.S. Architectural and Transportation Barriers Compliance Board U.S. DOT regulations; "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- d. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- e. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- f. U.S. GSA regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- g. U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- h. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Custom Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F;
- i. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609; and
- j. Any other nondiscrimination statute(s) that may apply to the Project.

18.8. Drug or Alcohol Abuse. Confidentiality and Other Civil Rights Protections. The RTPO agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended 21 USC §§ 1101 et seq.; with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; 42 USC §§ 4541 et seq.; and comply with the Public Health and Marine Hospital Service Act of 1912 as amended, 42 USC §§ 290dd through 290dd-2, and any amendments to these laws. The CONTRACTOR understands the requirements of confidentiality concerning persons covered and/or receiving services and/or treatment regarding alcohol and drug abuse, as defined in the aforementioned acts as applicable, including any civil and criminal penalties for not complying with the requirements of confidentiality and that failure to comply with such requirements may result in termination of this AGREEMENT.

18.9. Access to Services for Persons with Limited English Proficiency. The RTPO agrees to comply with applicable Federal guidance issued in compliance with Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," August 11, 2000.

18.10. Environmental Justice. The CONTRACTOR agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority populations and Low-Income Populations", 42 USC § 4321 note; and DOT Order 5610.2, "Department of Transportation Actions to address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377 et seq., April 15, 1997, and the most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, except to the extent that the Federal Government determines otherwise in writing.

18.11. Other Nondiscrimination Statutes. The RTPO agrees to comply with all applicable requirements of any other nondiscrimination statute (s) that may apply to the Project.

19. Participation of Disadvantaged Business Enterprises

19.1. The RTPO shall take the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the Project: The RTPO or consultant agrees to comply with section 1101(b) of SAFETEA-LU, 23 USC §101 note, as amended by Section 451 of the Hiring Incentives to Restore Employment (HIRE) Act, Pub. L. 111-147, March 18, 2010, 23 USC § 101 note, or Section 1101(b) of MAP-21, 23 USC § 101 note, whichever is applicable according to the funding in this Agreement; and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26; and Federal transit law, specifically 49 USC § 5332.

19.2. The RTPO or consultant agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any third party contract, or sub-agreement supported with Federal assistance derived from the USDOT or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RTPO agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and sub-agreements supported with Federal assistance derived from the USDOT. The RTPO DBE program, as required by 49 CFR Part 26 and approved by the USDOT, is incorporated by reference and made part of this Agreement. Implementation of the DBE program is a legal obligation, and failure to carry out its terms shall be treated as violation of this Agreement. Upon notification to the RTPO of its failure to implement its approved DBE program, the USDOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

20. General State and Federal Compliance

20.1. RTPO agrees to, and shall provide for such methods of administration for the UPWP Project that are found by the U.S. Secretary of Transportation, or the official to whom the Secretary delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to the federal acts, regulations, and this assurance in Sections 18 and 19 above. RTPO agrees to comply with the provisions of 49 CFR 18, "the Common Rule." RTPO agrees to comply with the requirements of United States and Washington State law. Any report or procedure developed by the RTPO pursuant to this Agreement shall become public property and shall not be subject to copyright. RTPO agrees that the United States, any agency thereof, the U.S. Secretary of Transportation and any of the Secretary's designees, have not only the right to monitor the compliance of RTPO with the provisions of this assurance, but also have the right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance. It is understood by the RTPO this assurance obligates RTPO for the period during which federal assistance is extended to the Project.

21. Legal Relations

21.1. Each Party shall protect and hold harmless the other Party, its officers, officials, employees, and/or agents from and against all claims, suits or actions arising from any intentional or negligent acts or omissions of that Party, its officers, officials, employees, and/or agents while performing under the terms of this Agreement. In the event of a claim for damages of any nature whatsoever arising out of the performance of this Agreement caused by the concurrent actions of the Parties, their officers, officials, employees, and/or agents, each Party shall provide its own defense and be liable for damages (to both persons and/or property), costs, fees, or other amounts only to the extent of its individual actions that are the basis for the imposition of liability or damages.

21.2. Further, the RTPO specifically assumes potential liability for actions brought by RTPO's own employees or agents against the STATE and, solely for the purpose of this indemnification and defense, the RTPO specifically waives any immunity under state industrial insurance laws, Title 51 RCW. The provisions of this section 21 shall survive the termination of this agreement.

22. Interest of Members of or Delegates to Congress

22.1. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

23. Prohibited Interest

23.1. No member, officer, or employee of RTPO during his or her tenure in office or employment or one year thereafter shall have any interest, direct, or indirect, in this Agreement or the proceeds thereof.

24. Labor Provisions

24.1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate of not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

24.2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (a) of 29 CFR Section 5.8, RTPO and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic including watchmen and guards, employed in violation of the clause set forth in subparagraph (a) of 29 CFR Section 5.8 in the sum of Ten Dollars (10) for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (a) of 29 CFR Section 5.8.

24. 3. Withholding for Unpaid Wages and Liquidated Damages. STATE or RTPO shall, upon its own action or written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by RTPO or subcontractor under any such contract or any contract subject to the contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 CFR Section 5.5.

24. 4. Nonconstruction Grants. RTPO or subcontractor shall maintain payrolls and basic payroll records during the course of work and shall preserve such records for a period of six (6) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by RTPO or subcontractor for inspection, copying, or transcription by authorized representatives of the STATE and the Department of Labor, and RTPO or subcontractor and will permit such representative to interview such employees during working hours on the job. If any litigation, claim or audit is commenced, the records and accounts along with supporting documents shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

25. Independent Contractor

25.1. The RTPO shall be deemed an independent contractor for all purposes and the employees of the RTPO or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of the STATE.

26. Liability

26.1. No liability shall attach to the STATE by reasons of entering this Agreement except as expressly provided herein.

27. Severability

27.1. If any covenant or provision in this Agreement shall be adjudged void, such adjudication shall not affect the validity, obligation, or performance of any other covenant or provision which in itself is valid, if such remainder would then continue to conform to the terms and requirements of applicable law and this Agreement.

28. Freedom of Information Act

28.1 The RTPO understands and agrees that the Freedom of Information Act (FOIA), 5 USC § 552, and the Public Records Act, RCW 42.56 apply to the information and documents, both paper and electronic, submitted to the STATE. The RTPO should therefore be aware that all applications and materials submitted that are related to Project will become agency records and are subject to public release through individual FOIA or state public disclosure requests.

29. Universal Identifier

29.1 The RTPO shall, in accordance with 2 CFR Part 25, obtain a Dun and Bradstreet Data Universal Numbering System (DUNS) number as a universal identifier for Federal financial assistance recipients.

30. Authority to Sign

30.1 The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies to the obligations set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date signed last by the Parties below.

REGIONAL TRANSPORTATION PLANNING ORGANIZATION

STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION

Signed: _____ Signed: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: Director, Multimodal Planning Division

Date: _____ Date: _____



III. Solid Waste
A. Septage Treatment Facility Upgrades
PWP 15-02, Bid Award Recommendation

ISLAND COUNTY PUBLIC WORKS

P.O. BOX 5000, COUPEVILLE, WA 98239

Phone: (360) 679-7331

Fax: (360) 678-4550

William E. Oakes, P.E., Director/County Engineer

Steve Marx, Assistant Public Works Director

Connie Bowers, P.E., Assistant County Engineer

MEMORANDUM

October 21, 2016

TO: Board of County Commissioners – Island County

FROM: Bryant O. Mercil, P.E. – Public Works Engineer

RE: Island County Septage Treatment Facility Upgrades PWP 15-02, JL 01063-0001
Discussion of Bid Award Recommendation

At 3:00 pm on Thursday October 13, 2016 Island County Public Works (ICPW) opened seven sealed bids for the Island County Septage Treatment Facility Upgrades project. Faber Construction, Corporation (Faber) submitted the apparent low bid of \$2,110,082.03.

On projects estimated to cost 1 million dollars or more, RCW 39.30.060(1) requires that prime contract bidders provide, with their bid proposal, the names of who (prime or subcontractor) will perform the HVAC, plumbing and electrical work on the project. Faber's bid proposal failed to include the information required pursuant to RCW 39.30.060(1), either submitting the names of subcontractors or naming to perform the work.

RCW 39.30.060(1) is very clear on the consequences of not providing the information:

“Failure of the prime contract bidder to submit as part of the bid the names of such subcontractors or to name itself to perform such work...shall render the prime contract bidder's bid non responsive and, therefore void.”

Public Works has therefore declared the bid from Faber Construction Corporation non-responsive and void.

McClure and Sons, Inc. (McClure) submitted the second low bid of \$2,514,590.00. ICPW has determined that McClure is a responsible bidder. ICPW therefore recommends BOCC approval of the bid proposal from the second low bidder.

The project was estimated to cost between \$2,200,000 and \$2,700,000. Solid Waste funds will be used for the project.

Enc: Bid Tabulation

BID TABULATION
ISLAND COUNTY SEPTAGE TREATMENT FACILITY UPGRADES
PUBLIC WORKS PROJECT NUMBER 15-02; JL 01063-0001
Bids Opened at 3:00 PM on October 13, 2016

Item No.	Unit	Description	Engineer's Estimate		Bidder No. 1 SRV Construction, Inc.		Bidder No. 2 Strider Construction Co., Inc.		Bidder No. 3 Faber Construction Corporation NON-RESPONSIVE (1)		Bidder No. 4 Interwest Construction, Inc.		Bidder No. 5 Steller J Corporation	
			Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	
1	Lump Sum	Base Bid		\$ 2,558,505.44	\$ 2,558,505.44	\$ 2,978,723.00	\$ 1,936,402.43	\$ 2,418,550.00	\$ 1,936,402.43	\$ 2,418,550.00	\$ 2,693,500.00			
2	Lump Sum	Trench Safety Systems		\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 4,795.39	\$ 3,390.00	\$ 4,795.39	\$ 3,390.00	\$ 5,000.00			
		Project Subtotal:		\$ 2,568,505.44	\$ 2,983,723.00	\$ 2,983,723.00	\$ 1,941,197.82	\$ 2,421,940.00	\$ 1,941,197.82	\$ 2,421,940.00	\$ 2,698,500.00			
3		Sales Tax		\$ 223,459.97	\$ 259,583.90	\$ 259,583.90	\$ 168,884.21	\$ 210,708.78	\$ 168,884.21	\$ 210,708.78	\$ 234,769.50			
		Total Project Bid:		\$ 2,500,000.00	\$ 2,791,965.41	\$ 3,243,306.90	\$ 2,110,082.03	\$ 2,632,648.78	\$ 2,110,082.03	\$ 2,632,648.78	\$ 2,933,269.50			

Item No.	Unit	Description	Bidder No. 6 McClure and Sons, Inc.		Bidder No. 7 Harbor Pacific Contractors, Inc.		Bidder No. 8		Bidder No. 8		Bidder No. 10		Bidder No. 11	
			Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	Amount	
1	Lump Sum	Base Bid	\$ 2,308,330.00	\$ 2,595,000.00	\$ 2,595,000.00									
2	Lump Sum	Trench Safety Systems	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00									
		Project Subtotal:	\$ 2,313,330.00	\$ 2,596,000.00	\$ 2,596,000.00									
3		Sales Tax	\$ 201,260.00	\$ 225,852.00	\$ 225,852.00									
		Total Project Bid:	\$ 2,514,590.00	\$ 2,821,852.00	\$ 2,821,852.00									

ENGINEER'S RECOMMENDATION
I HEREBY RECOMMEND CONTRACT AWARD TO BIDDER NUMBER 6

McClure and Sons, Inc.
15714 Country Club Drive
Mill Creek, WA 98012

IN THE AMOUNT OF \$ 2,514,590.00

JUSTIFICATION: LOWEST RESPONSIBLE BIDDER

William E. Oakes, P.E., County Engineer Date

BID AWARD
THE ISLAND COUNTY BOARD OF COMMISSIONERS
DOES HEREBY AWARD THIS CONTRACT TO:

McClure and Sons, Inc.
15714 Country Club Drive
Mill Creek, WA 98012

Richard M. Hannold, Chair Date

(1) THE BID PROPOSAL FROM BIDDER NO. 3 DID NOT PROVIDE THE NAMES (PRIME OR SUBCONTRACTOR) WHO WILL PERFORM THE HVAC, PLUMBING AND ELECTRICAL WORK ON THE PROJECT PURSUANT TO RCW 39.30.060(1). ISLAND COUNTY PUBLIC WORKS HAS THEREFORE DECLARED THE BID PROPOSAL NON-RESPONSIVE AND VOID.



III. Solid Waste
B. Contract for Camano Island
Recycling Services.

ISLAND COUNTY PUBLIC WORKS

SOLID WASTE DIVISION

P.O. BOX 5000, COUPEVILLE, WA 98239

(360) 679-7338

William E. Oakes, P.E., Public Works Director; Steve Marx, Assistant Director; Joantha Guthrie, MPA, Solid Waste Manager

MEMORANDUM

TO: Board of County Commissioners
FROM: Joantha Guthrie, Solid Waste Manager
RE: Contract for Camano Island Recycle Services
DATE: November 2, 2016

In July of this year a Request for Proposals (RFP) was advertised for the Camano Island Recycling Services. Five companies requested the RFP materials including Waste Management, Republic Services, Waste Connections, Onvia and Recology Clean Scapes. Only one company responded to the RFP and that company is Waste Management.

Staff has been negotiating the terms of the contract with the assistance of Foster Pepper PLLC, special counsel for Solid Waste matters. The attached "Contract for Recycling Services at Camano Island Transfer Station" and "Terms and Conditions and Scope of Services for Camano Island Recycle Services" reflects the current status of negotiations.

Public Works is seeking direction from the Board on the final negotiating points, including the amount of compensation for the services.

ISLAND COUNTY, WASHINGTON

CONTRACT

For Recycling Services at Camano Island Transfer Station

THIS Contract For Recycling Services at Camano Island Transfer Station (“Contract”) is made and entered by and between Island County (“County”) and Waste Management of Washington, Inc. (“Contractor”). County and Contractor are each a “Party” and collectively the “Parties” to this Contract. The Parties agree as follows.

1. The Contractor shall do all work and furnish all equipment for the collection and transportation of designated recyclable commodities to markets or to permitted recycle centers for additional processing in order that recyclable commodities reach markets in accordance with and as described in the Terms & Conditions and Scope of Services; and shall perform any alterations in or additions to the work provided under this Contract and every part thereof. The Terms & Conditions and Scope of Services (“Scope of Services”) is attached to and incorporated in this Contract. The Contractor shall perform the required work at the costs identified in the price schedule in the Scope of Services.
2. The Contract term is January 1, 2017 (the “Effective Date”) through 11:59 PM December 31, 2021. The Contract may be extended pursuant to Article 1, Section 2.9 Scope of Services. If Contract performance does not commence on the Effective Date, Contractor shall receive reduced payment under Article 1, Section 2.22 of the Scope of Services.
3. The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required under this Contract, except as otherwise provided in the Scope of Services.
4. Contractor is an independent contractor, and shall provide the services, personnel and equipment to perform the Contract.
5. The Contractor, for itself, and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants in this Contract.
6. No liability shall attach to County by reason of entering into this Contract, except as provided herein.
7. Any lawsuit regarding this Contract must be brought in the State of Washington with venue solely in the Superior Court for Island County, Washington.

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

Executed by Contractor this _____ day of _____, 2016.

Jason Rose, Area President
Waste Management of Washington, Inc.
720 4th Ave, Suite 400
Kirkland, WA 98033

Executed by the Board of County Commissioners this _____ day of _____, 2016.

BOARD OF ISLAND COUNTY COMMISSIONERS
ISLAND COUNTY, WASHINGTON

Richard M. Hannold, Chair

ATTEST:

Debbie Thompson, Clerk of the Board

ISLAND COUNTY, WASHINGTON
TERMS AND CONDITIONS AND SCOPE OF SERVICES
FOR CAMANO ISLAND RECYCLE SERVICES

ISLAND COUNTY, WASHINGTON
**TERMS AND CONDITIONS AND SCOPE OF SERVICES
 FOR CAMANO ISLAND RECYCLE SERVICES**

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ATTACHMENT "A" to Contracts and Purchase Orders for Service Contracts

TERMS & CONDITIONS

1. DEFINITIONS

1.1 Consumer Price Index Consumer Price or "CPI" means the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-U) computed by the United States Department of Labor Statistics, for the Seattle-Tacoma-Bremerton, All Items, Not Seasonally Adjusted (CWURA423SA0) or a successor index produced by the United States. If the U.S. ceases to publish such an index for the Seattle area, then its index for the Puget Sound Region or the State of Washington shall be used, and if such indices are not available, a similar index published by another governmental agency shall be used. NOTE: The June 12 month average CPI released in July shall be used to calculate the adjusted price for a subsequent calendar year.

1.2 Designated Recyclable Materials are those materials that shall, at the discretion of the County, be recovered to the maximum extent practicable*, and includes:

FIBER

Cardboard	Magazines
Paper Bags	Mail & Stationary
Newspaper	Envelopes
Office Paper (white & colored)	Boxboard (cereal box & paper rolls)
Cards & Calendars	Packing Paper
Phonebooks	Paper Egg Cartons & Formed Packing
Paperback Books	Napkins
Frozen Food Boxes	Paper Towels
Gift Wrapping Paper (non-foil, no ribbons/no bows)	Milk & Juice Cartons (poly-coated gable top)
	Aseptic/Tetra Pak Cartons (Shelf-stable soup, juice, broth cartons)

(Clean and free of food and other contaminants)

PLASTIC

Bottles	Plant Pots
Jars, plastic	5-gallon buckets
Jugs	Tubs

(Empty/rinse containers, no toxic product containers)

METAL

Aluminum cans (food and beverage)	Aluminum trays
Tin/steel cans (food & beverage)	Aluminum foil
	Aerosol cans (empty, non-toxic)

(Empty/rinse containers, no food residue)

GLASS

Bottles	Jars
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(Empty containers, clean or rinse out food)

Mixed scrap metals (NOTE: Scrap metals are collected separately)
Yard Debris (hauling only to County-approved site)

* Materials may be added or removed from the list by mutual agreement of the Contractor and the County pursuant to Section 3.5 and the adopted Island County Comprehensive Solid Waste Management Plan.

1.3 Recycle Park. A county-owned and County-staffed collection and transfer facility where Camano Island residents and businesses may self-haul and deposit post-consumer recyclable materials which are transferred to a permitted recycle center for further processing or preparation toward marketing for reuse. The Recycle Park is within a larger municipal solid waste drop box facility or transfer station.

1.4 Scrap metals means ferrous or non-ferrous metallic consumer discards such as tools, barbecues, non-refrigerating appliances, wiring, siding/roofing, household furnishings, bicycles and cookware. Scrap metals contain incidental non-metallic materials such as wood, rubber and plastic. For the purposes of this contract, non-ferrous metal does not include refrigerating appliances or metallic food or beverage cans.

1.5 Yard debris means plant material commonly created in the course of maintaining yards and gardens and through horticulture, gardening, landscaping or similar activities. Yard debris includes, but is not limited to, grass, leaves, branches, brush, weeds, flowers, roots, windfall fruit, and vegetable garden debris.

2. GENERAL PROVISIONS

2.1 Law Applicable. This Contract is made in and shall be construed under the laws of the State of Washington.

2.2 Adherence to Law. Contractor shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Contract.

The Contractor shall be responsible for, and pay for all applicable licenses and permits, except those which are the County's responsibility pursuant to Section 4.2.3.

The Contractor agrees not to exclude any person from employment and/or volunteer participation or deny benefits or services based on race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, the presence of any sensory, mental or physical handicap or honorably discharged veteran or military status. The Contractor agrees to comply

Comment [A1]: Island County contracts with the processor, WM does not process. WM only hauls for County. County will not give up right to approve where the Yard Debris is hauled to.

with the provisions of the Americans with Disabilities Act of 1990 and other anti-discrimination laws with which Island County must comply.

The Contractor shall carry out duties in a manner consistent with the applicable provisions of the Island County Comprehensive Solid Waste Management Plan as may be applicable to this Contract.

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

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

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

2.6 Access. The County shall have the right and unlimited access to inspect any or all of the Contractor operations, facilities or records related to this Contract. The County shall have reasonable access to operations and facilities under this Section when there is activity of any kind at those operations or facilities. The Contractor will make such records available to the County Public Works Director or a designated person upon request. However, the County's access to records under this Section shall be treated as confidential information, except as otherwise provided by law.

2.7 Independent contractor. The Contractor is an independent contractor. As such, the Contractor shall adhere to labor laws, Washington Industrial Safety & Health Act regulations, and meet other insurance/bond requirements specified by law and/or in Section 2.13 below. The Contractor is in no sense an agent or employee of the County, shall not represent itself as such, and has no authority to bind the County to any agreement, or otherwise act as agent of the County in any way.

2.8 No Third Party Beneficiaries. This Contract is entered into by the County in its governmental capacity and is not intended to and does not create any third party beneficiary or rights in any public or private person.

2.9 Term of Contract. The Contract term is from January 1, 2017 through December 31, 2021 (five years) unless terminated under Section 2.23. The Contract may be extended upon mutual agreement of the Parties up to a maximum of three (3) additional years.

2.10 Commencement of Services. The Contractor shall begin services on January 1, 2017.

2.11 Contract Administration. The County will provide administration of this contract. The Contractor's designated contact with the County shall be the Recycle Coordinator or other person designated by the Public Works Director.

2.12 Indemnification/Hold Harmless. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the County, agencies of Island County and all officers, agents and employees of the County, from and against all claims arising out of or resulting from the performance of the Contract.

In case any action shall be brought against the County in respect of which indemnity may be sought against the Contractor, the County shall promptly notify the Contractor in writing and the Contractor shall have the right to assume the investigation and defense thereof, including the employment of counsel and the payment of all expenses. The County shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by the County unless the employment of such counsel has been authorized by the Contractor and the Contractor shall control the defense of claims against which it is providing indemnity hereunder.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, the Contractor shall indemnify the County hereunder to the full extent of the Contractor's negligence.

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

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

2.14 Duties of the Contractor. The Contractor shall supervise and direct the work identified in the Contract, using Contractor's best skill and attention, and shall be solely

responsible for the entire operation, means, methods, techniques, sequences and procedures including all labor, tools, materials, equipment and transportation, and for coordinating all portions of the work under the Contract unless otherwise specifically provided for in the Contract.

Failure to supply sufficient properly skilled workers, or adequate equipment/materials, and/or failure to execute the work to prompt completion, and/or failure to perform any of the obligations of the Contract as determined by the County, shall be sufficient reason to assess a penalty or terminate the contract or any portion of the Contract according to the provisions of Sections 2.22 and 2.23 of this contract.

2.15 Contractor's Work. Contractor shall conduct work in a manner that allows for convenient and safe public access to the Recycle Park and Solid Waste Drop Box Station. The Contractor shall maintain good order among employees. The Contractor shall be responsible to the County for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and other persons performing any of the work under a contract with the Contractor. Violations of any of these conditions, as determined by the County, may result in a penalty to the Contractor as provided for in Section 2.22.

2.16 Flow of Materials. The Contractor bears the responsibility to ensure a timely flow of designated recyclables from the Recycle Park and to operate in accordance with the Washington State Minimum Functional Standards for Solid Waste Handling (WAC 173-350.) An unlawful accumulation of any materials on County property or at County collection sites and facilities will be cause for penalty or termination of this contract as provided for in Section 2.22.

2.17 Materials accepted. Materials collected at the Recycle Park and accepted by the Contractor shall include those recyclables identified in Section 1 Definitions. The Contractor shall have obtained any required licenses and permits for handling such materials.

2.17.1 Annex/Schools. Materials collected by the Contractor from the County Annex and from participating schools shall include those commodities listed under Mixed Household Recyclables within the list of Designated Recyclable Materials found in Section 1 Definitions.

2.17.2 Contamination. In the event materials at the Recycle Park contain non-recyclable items, Contractor may reject the load at the Recycle Park, giving the County the opportunity to remove non-recyclables and/or may charge the County additional processing or disposal costs associated with handling as waste.

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

2.19 Alcohol and Drug-Free Work Place. The Contractor is responsible for maintaining an alcohol and drug-free work place at all times on County property. Violation of this condition is cause for termination of the contract by the County.

2.20 Subcontractors. A list of any and all subcontractors who have a direct contract or agreement with the Contractor to perform any work on County property shall be submitted to the County for approval prior to the work being performed. Any delegation of duties shall not relieve the Contractor or the surety of any liability and/or obligation to perform. Subcontractors are bound by the provisions of Sections 2.2, 2.13 and 2.14 of this contract. Island County, at its sole discretion, may require subcontractors to maintain a performance bond for the services provided.

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

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

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

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

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

A first violation of the conditions of this contract may result in a written warning from the County. Further violation of said conditions may, at the discretion of the Public Works Director, result in a payment reduction of up to \$500 from the Contractor's next invoice to the County.

During any 12 month period of the contract, three or more violations of the conditions of this Contract for which the Contractor has received written notice, shall warrant sufficient cause for unilateral Contract termination by the County, at the option of the Public Works Director.

2.22.1 Force Majeure. Provided that the requirements of this section are met, Contractor shall be excused from performance and shall not be liable for failure to perform under this Contract if Contractor's performance is prevented or delayed by acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil

disturbances, acts of the public enemy, wars, blockades, public riots, ~~strikes, lockouts, or other labor disturbances~~, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of the Contractor ("Force Majeure"). If as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Contract, it shall give the County promptly written notice of the Force Majeure event, describing it in reasonable detail. The Contractor's obligations under this Contract shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

Comment [A2]: Island County is a public service business that does not close. The Camano Island site does not have long-term storage capacity, therefore the recyclables must continue to be hauled.

2.23 Termination.

2.23.1 Defaults by County. If the County fails to make a payment for an approved invoice for a period of greater than forty-five (45) days following the invoice date, the Contractor may after fifteen (15) additional days, following written notification to the County with no payment received, terminate this Contract.

2.23.2 Defaults by Contractor. Defaults by the Contractor, which may result in unilateral termination of the Contract by the County, shall include abandonment of work, failure to perform services, or failure to meet other obligations of this Contract. Abandonment of work shall consist of three (3) days of failure to empty full recycle container(s) at the Recycle Park. Failure to perform services or meet other obligations of this Contract may, after elapsed times, notices, and/or penalties by the County as described in Section 2.22, result in unilateral termination of this Contract after fifteen (15) days' written notice to the Contractor.

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

2.23.3 Mutual Termination. By mutual agreement of the Parties, this Contract may be terminated at any time.

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

3. FINANCIAL PROVISIONS

3.1 **Compensation.** Island County shall pay the Contractor for the performance of the work, subject to the provisions of this contract and as it may be amended, to collect, process, and transport to a buyer of the designated recyclables at the rates listed below:

Recycle Park & Annex:

Designated Recyclable Materials:	\$120.00 (one-hundred and twenty dollars) per ton.
Yard debris (collection only):	\$209.35 (two-hundred and nine dollars and thirty-five cents) per haul.
Other:	
Schools & Rec Center:	3-yard container, \$125.30 per month
	4-yard container, \$153.33 per month

Comment [A3]: 2016 is \$85.52/ton

Comment [A4]: 2016 is 182.04/haul

These rates reflect all costs of processing and transporting of the materials, and revenues to Contractor from the marketing of processed materials, subject to Sections 3.4 and 3.5.1.

3.2 Payments. Island County shall pay for actual services rendered, and shall make payment within thirty (30) days upon receipt of the Contractor invoice. Retainage does not apply to this contract. Payments may be withheld for the following reasons:

- 3.2.1 Damage to or loss of County property, personnel or services; and/or
- 3.2.2 Persistent failure to carry out the work in accordance with this Contract.

3.3 Payment Procedures.

3.3.1 Time of Payment. Payment for work performed shall be made monthly based on rates set forth in Section 3.1. Payments shall be made the month following performance of the work.

3.3.2 Monthly Reports/Invoices. Invoices for work performed shall be submitted monthly and be based on weight slips for loads leaving the recycle park.

Monthly invoices from the Contractor shall include:

- Contractor’s printed name, address, and signature;
- Billing date;
- Period covered by the invoice;
- Separate weight totals for Mixed Household Recyclables, Scrap Metals, Yard Debris, and any commodities added by mutual contract between County and Contractor; and
- The agreed reimbursement rate as listed in Section 3.1.

3.4 Adjustment of Payments. During the term of the Contract, the Contractor shall adjust the rate for services annually starting on January 1, 2018. The annual adjustment shall be computed by multiplying the agreed-upon rate in Section 3.1, or as it is amended, by 100% of the Consumer Price Index (CPI) change as defined in Section 1.

3.5 Changes of Work, Changes in Fees. During the term of the Contract, changes in specifications may be necessary due to regulatory, budgetary, market, fuel costs and/or other factors. The Parties, without invalidating the Contract, may mutually agree upon changes in the work consisting of additions, deletions, or modifications. The Contract sum, price schedule and term will be adjusted to compensate Contractor for any changes in work. With the exception of the list of designated recyclable materials defined in Section 1, such changes shall be authorized by written change order signed by the Public Works Director or the Board of Island County Commissioners. Changes in the list of designated recyclables shall be by mutual agreement of the Parties.

3.5.1 Extraordinary Rate Adjustments. The Contractor's service rates set by this Contract are calculated to pay certain expenses and costs that are of a contingent and uncertain nature. Therefore, in addition to the annual CPI adjustment, the Contractor's rates under this Contract shall, upon written request of Contractor, be further adjusted on an interim basis for increased expenses or reduced revenue associated with performance of the services hereunder due to any one or more of the following causes:

- (a) material changes in Contractor's costs resulting from a Force Majeure event;
- (b) material changes in the scope or method of services provided by Contractor, or other changes or fees required, initiated, or approved by the County;
- (c) any change in law, statute, rule, regulation, ordinance, order or requirement of any foreign, federal, state, regional or local government that is effective after the Effective Date of this Contract; or

—— any increase in surcharges, fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities upon the collection or disposal of Recyclables, or Yard Debris;

~~—— (e) any increase in fees for the processing of Recyclables or Yard Waste, if such Recyclables or Yard Waste are being disposed of or processed at a third party facility not owned or operated by Contractor;~~

~~—— (f) a material increase in the volume of Recyclables or other material collected under this Contract;~~

~~—— (g) a material fluctuation in the markets or market price for Recyclables; unforeseen increases in the cost of collection, handling, processing, storing, transporting, marketing, or sale or other disposition of Recyclables; or~~

(d) ~~(h) any other extraordinary circumstances or causes or reasons that are not within the reasonable control of the Contractor.~~

If Contractor requests an adjustment due to the extraordinary circumstances set forth above, Contractor shall prepare a rate adjustment request setting forth its calculation of the increased costs or reduced revenue and accompanying rate adjustment necessary to offset such

Comment [A5]: This is simply a haul contract.

Comment [A6]: This is a simple haul contract. What this implies is a whole other level of negotiated contract.

Comment [A7]: This is covered by items b & c

increased costs or reduced revenue. The County may request any and all documentation and data reasonably necessary to evaluate such request by Contractor, and may retain, at its own expense, an independent third party to audit and review such documentation and such request. If such third party is retained, the County shall take reasonable steps, consistent with state law, to protect the confidential or proprietary nature of any data or information supplied by Contractor. The County shall act within ninety (90) days of receipt of the request from Contractor, but shall approve the request if reasonably sufficient supporting information is provided.

Notwithstanding the foregoing, if the request is based upon any new or increased third party fees, taxes, assessments or charges, the County shall approve the interim rate adjustment within such time period as necessary to ensure that such fees, taxes, assessments or charges are passed on to customers by the date the same are effective.

3.6 Locations. Payment will be made to the Contractor for provision of recycling services at the following locations in Island County, Washington:

Camano Island Transfer Station and Recycle Park
75 E. Camano Hill Rd
Camano Island, 98282

Camano Annex
121 NE Camano Drive
Camano Island, WA 98282

The two public schools eligible to participate in recycle services as described in Section 4.5 include:

Elger Bay Elementary
1810 Elger Bay Road
Camano Island, WA 98282

Utsalady Elementary
608 Arrowhead Road
Camano Island, WA 98282.

SCOPE OF SERVICES

4. GENERAL

4.1 General Statement of Services. The Contractor shall provide to the County the services of collection and management of designated recyclable materials from the County's Transfer Station and Recycle Park, County Annex and schools. Services include any other activities that ensure recyclable materials are lawfully marketed, recycled, reused, processed or converted into other valuable or useful products to the fullest extent practical.

4.2 Recycle Park, General Guidelines.

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

4.2.2 Maintenance of County Facilities and Equipment. The Contractor shall maintain the County's facilities and equipment in good repair, be responsible for repairing in a timely manner any damages caused by the Contractor, his/her employees or agents, and for immediately notifying the County about the need for repairs due to normal wear or use of County facilities and equipment. Any damage done to County facilities or equipment by the Contractor, his/her employees or agents shall be reported immediately to the Solid Waste Manager and shall be documented on appropriate incident report forms provided by the County. No alterations of County equipment or facilities shall be made without the prior approval of the Solid Waste Manager.

4.2.3 Permits - Recycler's Responsibility. The Contractor shall bear the responsibility of conforming with all permits required by the Island County Public Health Department and State Department of Ecology pursuant to Island County Code 8.08.A. and Washington Administrative Code 173-350, and shall otherwise take all actions necessary to insure compliance with all laws, statutes, and ordinances and to perform pursuant to this contract.

4.2.4 Permits - County Responsibility. The County will obtain health and land use permits needed to sanction operations at County-owned facilities for the purposes/activities detailed in this contract.

4.2.5 Hauling Containers, Contractor Responsibility. The Contractor shall be responsible for providing all hauling containers for Designated Recyclables. The Contractor shall demonstrate the ability, flexibility and resources to ensure provision of extra containers and related equipment during periods of equipment failure. The Contractor shall have the right to place Contractor-owned, leased or rented equipment at the Recycle Park if it is used to provide services described in this contract. Such

equipment shall be removed if it becomes unused and unneeded, or upon termination of this contract.

4.2.6 County Responsibility, Provision and Maintenance of Resources, Facilities and Equipment. County-owned equipment including staircases to access open-top containers and land will be maintained by the County for normal wear and use. Any equipment and facilities provided by the County shall be provided in an "as-is" condition.

4.2.7 Other Materials. The Contractor may accept and remove only designated recyclables from the county-owned facilities unless specified elsewhere in this Contract or by subsequent agreement of the Solid Waste Manager or Recycle Coordinator. In all cases, the Contractor shall have obtained any required licenses and permits for handling such materials, and adhere to all conditions therein

4.3 Camano Island Transfer Station and Recycle Park.

4.3.1 Use of the Recycle Park. The Contractor shall have access to the County-owned and operated Recycle Park for the loading and subsequent transportation, processing and marketing of designated recyclables. The Recycle Park shall not be used by commercial collectors of recyclables including but not limited to incorporated jurisdictions and/or their contractors unless by separate agreement with the County.

4.3.2 Equipment/Resources Provided by Contractor. The Contractor shall provide for use at the Recycle Park, a minimum of five (5) 40 to 50 cubic yard open top containers for collection of mixed household recyclables, one (1) 40 to 50 cubic yard open top container for collection of scrap metal, one (1) 40 to 50 cubic yard open top container for collection of yard debris, and suitable containers for the collection and transport of any other postconsumer recyclable material to be collected under contract. The Contractor shall provide an adequate number of roll carts for bi-weekly pick up of mixed recyclables from the County Annex and from participating schools. Twenty cubic yard containers may be used at the County Annex and at participating schools if preferred by respective entities and the Contractor.

4.3.3 Equipment/Resources Provided By County. The County, at its sole discretion, may provide certain equipment and resources: One or more staff person(s) for recycling assistance to public and for quality control of recyclables, instructional signs and pamphlets. (See Section 4.2.5).

4.3.4 Hours of Operation. The normal days and hours during which the recycle park is open and during which designated recyclable materials may be left by residents of Island County are 9:30 a.m. to 5:00 p.m. daily. The Contractor may access the Recycle Park and County Annex for servicing of recycling containers during or outside of public hours. The Contractor shall be responsible for the security of these sites when servicing outside of public hours.

4.3.5 The Contractor's work shall be carried out in a manner that minimizes disruption of public access to recycling and solid waste transfer station facilities. The Contractor shall treat members of the public in a courteous and professional manner.

Unresolved disputes between the Contractor and any member of the public using County solid waste facilities or services shall be referred to the Recycle Coordinator or Solid Waste Manager

4.4 Island County Government Offices. At the request of the County, the Contractor shall collect mixed recyclables from County government offices on Camano Island: The Contractor shall provide outdoor recycling containers into which County staff can deposit mixed office recyclables at one location. Island County will provide for containers to be used within the Annex buildings. The Contractor may elect to pick up the containers on a regular schedule or to have County staff notify the Contractor when service is needed.

4.5 Schools. The Contractor shall make mixed recyclables pickup services available to public schools located on Camano Island. Schools will choose to participate by agreeing to collect designated recyclables from within their buildings, provide quality control, and transfer recyclables to Contractor-provided outdoor containers at one pick-up location per school. Participating schools shall not be charged for the pick-up service by the Contractor, but that cost shall be provided for per Section 3.1 at a cost to the County for the Contractor's handling of Designated Recyclables. Street addresses for potential participating schools are found in Section 3.6.

4.6 Annual Reports. Prior to March 1st of each year 2018 through 2022 the Contractor shall report the following data to the Island County Recycle Coordinator:

4.6.1 Tons of all designated recyclables hauled from the Recycle Park during the previous calendar year. Reporting categories include: Mixed Household Recyclables, Mixed scrap metals, and any other commodities added by the Contractor and County.

4.6.2 Estimated tons of mixed recyclables collected from the County Annex; and from Schools (collectively).

4.6.3 An estimated percentage of each commodity within the Mixed Household Recyclables, specifically, corrugated cardboard, newsprint, mixed papers, aluminum cans, tinned cans, container glass, and plastics. This estimated percentage is to reflect the mix of recyclables from the Recycle Park; and may, but not necessarily, report the County Annex or schools.

ATTACHMENT "A"
TO CONTRACTS AND PURCHASE ORDERS
For Services Contracts
RM-PW-2016-_____

CRP NO. _____ WORK ORDER NO. _____ PURCHASE ORDER NO. _____

INSURANCE/INDUSTRIAL INSURANCE WAIVER

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

1. The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under this Contract and such insurance has been approved by the County.

2. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Washington and have a Best's rating of at least A-VII. All insurance, other than Workmen's Compensation, to be maintained by the Contractor shall specifically include the County as an "Additional Insured" with regard to the services provided by the Contractor under this contract and shall not be canceled without Sixty (60) days prior written notice to the County. With regard to the services provided by the Contractor under this contract, the Contractor's insurance coverage shall be primary and not contributory insurance as respect to the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

3. The Contractor shall maintain, during the life of the Contract, Industry Standard Occurrence Commercial General Liability Policy Form (CG0001) or equivalent, including Premises/Operations, Products/Completed Operations, Personal and Advertising Injury, Coverage for Insured Contracts and Personal Injury Coverage, to protect the Contracting Agency from claims, including but not limited to, claims for damages for bodily injury, including wrongful death, as well as from claims of property damage which may arise from any operations under this contract whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contracting Agency.

Specific limits required:	2,000,000 General Aggregate
	1,000,000 Products/Completed Operations Aggregate
	1,000,000 Personal Injury and Advertising Injury
	1,000,000 Each Occurrence

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

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

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

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

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

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

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

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



ISLAND COUNTY HUMAN RESOURCES

P.O. Box 5000
Coupeville, WA
98239-5000

Melanie R. Bacon
Director

Phone: (360) 678-7921
Fax: (360) 240-5550

November 2, 2016 Work Session:

- ***Job Requisitions***

Treasurer

- Administrative Assistant II, replacement, C-8

Job Requisition 2016-097

Public Works

- Civil Engineer II, replacement, R-25

Job Requisition 2016-099

Planning

- Current Use Planner, replacement, C 11/12/13 DOQ

Job Requisition 2016-100

Auditor

- Deputy Auditor—Licensing & Recording, replacement, C-8
Job Requisition 2016-102

Public Health

- Environmental Health Specialist II, replacement, C-12

Job Requisition 2016-103

Clerk

- Deputy Clerk 1, replacement, .5 FTE C-7

Job Requisition 2016-101



**ISLAND COUNTY
PLANNING & COMMUNITY DEVELOPMENT**

**COMMISSIONERS AGENDA
- Long Range Planning - Work Session -**

November 2, 2016

Documents are available at the following link:

<http://islandcounty2036.org/event/board-of-island-county-commissioners-work-session-112/>

**Subject/Description: Discussion of the 2016 Comprehensive Plan and
Freeland Sub-area Plan as they relate to the following:**

- Department of Commerce Comment Letter
- Proposed revisions related to public input and Department of Commerce recommendations
- Updated Zoning Maps
- ICC Code Changes related to Comprehensive Plan
- Freeland Development Regulations

Attachment: Yes:

- Department of Commerce Letter
- Change Matrix for Public Comments
- Change Matrix for Department of Commerce Comments
- Updated Zoning Maps
- Short Memo – with links to final plan documents (Freeland and Comp Plan and ICC amendments)

Action Requested:

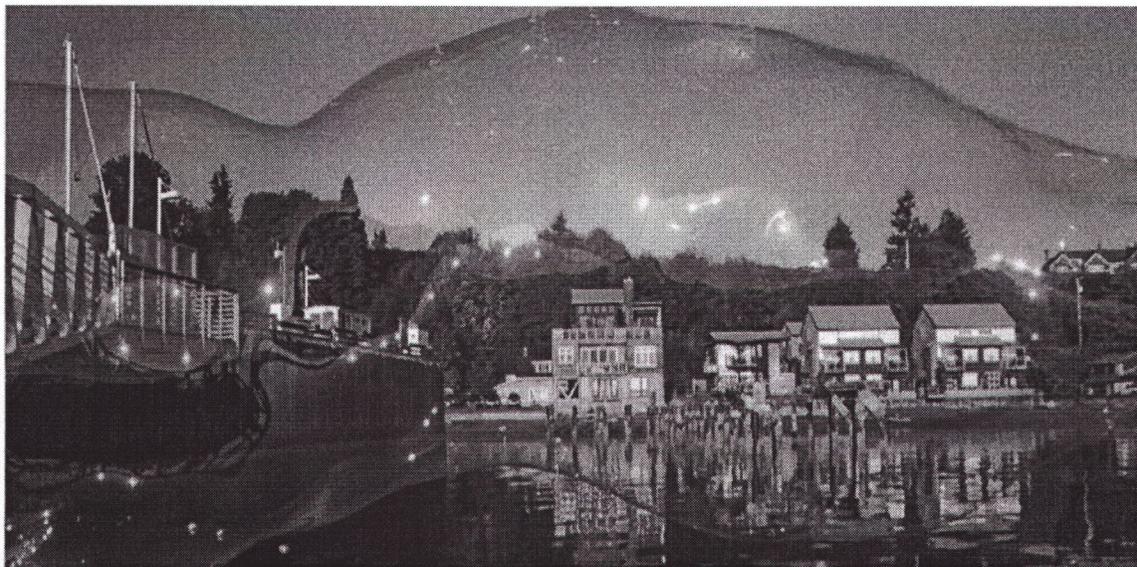
Follow up:

BUDGET/GSA
WORK SESSION AGENDA

November 2, 2016

- (1) Subject: City of Langley application for Rural County Economic Development funding
Attachment: Yes
Action Requested: Discussion
- (2) Subject: Public Defense – proposed amendment to extend contract 2017-2020
Attachment: Yes
Action Requested: Discussion
- (3) Subject: September Revenues & Expenditures Reports
Attachment: Yes
Action Requested: Discussion
- (4) Subject: 2016 Budget Amendment
Attachment: TBD
Action Requested: Schedule for approval on upcoming Tuesday consent agenda

Island County Council of Governments
Application for .09 Rural Economic
Development Funds



City of Langley, Washington
April, 2016

Revised July, 2016

ISLAND COUNTY - APPLICATION FOR 2016 RURAL COUNTY ECONOMIC DEVELOPMENT FUNDS

Applicant: City of Langley

Contact: Tim Callison, Mayor

Project Title: Creating Attractive Infrastructure and Capabilities to Increase Visitor and Tourist Volumes to Langley and South Whidbey while targeting business relocation opportunities. (Grow Langley)

Application Date: April 30,2016 Revised July 27, 2016

Total Project Cost: \$137,205

Amount Raised to Date: \$0

Is this a phased project? : Yes

Over how many years? : 1 years

Are you requesting a funding gap? : No

What amount are you requesting now? :

\$137,205

Briefly describe your project:

The City of Langley is asking for \$137K in Grants to improve its Commercial Center/Economic Core and to bolster its outreach to stimulate visits and tourism, small conferences, and business relocations.

The current primary economic activity of the City of Langley is visitors and tourism. It provides for the tax base for the City through the current retail/hotel/restaurant tax generation and helps to sustain the City's Growth through the visit/vacation/relocation cycle. That is many who visit Langley, come back to stay longer, and a certain percentage of the

visitors decide to move here. Also, and equally important is the desire to make Langley the City where the people of South Whidbey come to shop, dine, and gather. And then by reputation, and to avoid the bottleneck of the ferry, begin to attract more of the Northern Islanders and from the surrounding areas Off Island.

To that end, the City, working through its Civic Partners seeks to make the best possible impression through its gardens, art installations, gathering areas, signage, and public accommodations. We would like to encourage travel to Langley by all means – walking, biking, boat, bus, RV, airplane, and auto. Once here, we want to create an experience to which they will want to return.

As a result of this effort we expect to increase visitor and tourist traffic by 30%. Increasing economic activity in Langley/South Whidbey by \$504,000. This activity will support 8 full-time jobs and the construction, and economic development effort will employ 3 more full-time persons. Revenues to the City will increase by 16,000/yr. (Tourism economics are taken from 2014 Dean Runyan Report).

How does the project satisfy, in whole or in part, your economic diversification strategy?

What planning has taken place regarding this project, and is the project part of a plan?

The plan was a joint effort between the City of Langley, the Langley Chamber of Commerce, and the Langley Art Commission. They will develop the detailed execution plan for their area of activity and be the agents for the City in the management of the plan.

Is this project included in:

Capital Facilities Plan Yes No

No single project is large enough to be in the Facilities Plan, this is an aggregation of smaller projects

Comprehensive Plan Yes No (attach copy of reference sections of plan)

Have engineering reports and feasibility studies been prepared, and if so, when?

There are few elements of this plan that will require engineering. Those that require it will have it as part of their execution plan.

Have you secured funds for this project from state or federal programs or foundations? No

Are there other efforts you have made that are unique to this project?

The emphasis on Art and appearance of the Commercial Core and Seawall Park are in alignment with the Langley Comprehensive Plan Elements for Public Arts, the Parks, Open Space, and Trails Element, Economic Development Element, the Langley Arts Commission 6 year plan, the Langley Main Street Mission, and the Chamber of Commerce and tie directly to the ongoing development activities of the Port of South Whidbey at the Langley Marina and the Island Fairgrounds.

How many full-time permanent jobs will be created or retained?
Created in 1-3 Years 11 FTEs including the contractors and artists that will be involved in the actual construction

Created in 3-5 Years 50 as a result of increased visitation.

Jobs Retained 20

What is the size of the population that will benefit by this project?

The 1200 persons that live in greater Langley will directly benefit from the improved visual enhancements to the City. The 16,000 people of South Whidbey will have a place to shop and dine that will in time offer a more pleasant atmosphere. Increased traffic and revenue opportunities will encourage more business openings.

How will this project improve infrastructure capacity?

Not measureably

How many businesses do you plan on serving with this project?

The 250+ businesses in the Greater Langley and South Whidbey will directly benefit from the increased visitor and tourist traffic.

How many jurisdictions do you plan on serving with this project?

South Whidbey

How many months will this project take to complete?

Small Capital Projects – 6 months – 1 year

Are there other factors significant to this project that we should be aware of, such as emergency declarations, volunteer efforts, links to other priority projects, etc.?

None

What quantifiable outcomes are you going to track to measure the success of this project?

Business Tax revenues

Accommodation Tax Revenues

Visitor Information Center traffic measures

Marina traffic

For the current application cycle, original applications (plus ten copies) will be accepted through 4:00 p.m., April 30, 2016 at the Commissioners' Office, P. O. Box 5000 mailing or Room 214, Second Floor, County Administration Building, 1 NE 7th Street, Coupeville, WA. For questions or additional information, call (360) 679-7354 or toll free from South Whidbey Island at (360) 321-5111, Ext. 7354 or Camano Island at (360) 629-4522, Ext. 7354.



Executive Summary

The City of Langley is asking for \$137K in Grants to improve its Commercial Center/Economic Core and to bolster its outreach to stimulate visits and tourism, small conferences, and business relocations.

The current primary economic activity of the City of Langley is visitors and tourism. It provides for the tax base for the City through the current retail/hotel/restaurant tax generation and helps to sustain the City's Growth through the visit/vacation/relocation cycle. That is many who visit Langley, come back to stay longer, and a certain percentage of the visitors decide to move here. Also, and equally important is the desire to make Langley the City where the people of South Whidbey come to shop, dine, and gather. And then by reputation, and to avoid the bottleneck of the ferry, begin to attract more of the Northern Islanders and from the surrounding areas Off Island Areas.

To that end, the City, working through its Civic Partners seeks to make the best possible impression through its gardens, art installations, gathering areas, signage, and public accommodations. We would like to encourage travel to Langley by all means – walking, biking, boat, bus, RV, airplane, and auto. Once here, we want to create an experience to which they will want to return.

<u>Program/Category</u>	<u>Total Cost</u>
Bicycle Enhancement	\$12,055
Alley, Walkway, and Transportation Improvements	\$21,800
Watering/Irrigation	\$13,600
Public Rest Rooms	\$23,500
Wayfaring Signage- Design	\$37,000
Wayfaring Signage- Construction	\$12,500
Visitor Information Center Refurbishment	\$16,750
<u>Total</u>	<u>\$137,205</u>

The Math (From Dean Runyan Report)

Amount of Visitor Spending that supports one Job	\$65,490
Average Spend per Visitor	\$230
City Revenue per Visitor	\$7.36
Add one job	.78 Visits
30% increase on Visitors	6/day

Enhance Bicycle Tourism:



Whidbey Island is a growing destination for bicycle tourism, offering many advantages for enthusiasts and our local tourism trade. It reduces congestion and long waits in ferry lines, lessens traffic congestion and pollution on our roads and can encourage overnight stays in our local hotels, motels, restaurants and retail shops, if bicyclists can secure their equipment. Bicyclist's equipment includes not only the bike, but also often hundreds of dollars worth of gear. Bicycle lockers offer a secure location for all their equipment and gear. A lock box contains the whole bike locked securely in a durable container that can stand alone or be grouped together. Offering a secure locked location for their equipment would allow them to venture throughout town at their leisure with a long-term secure parking solution.

Adding addition bike racks in downtown will also enhance the attraction of bicyclists in town. The cost to add parking for 75 bicycles is the same as adding parking for 4 cars.

A spiral style stainless steel bike rack can contain up to three bicycles with front, back and side packs accommodated. Cost \$685.00 each. Three locations have been identified for bike racks, at Whale Bell Park on First Street, and the park on Second and Anthes and near the Star Store Grocery and Mercantile on Second Street.

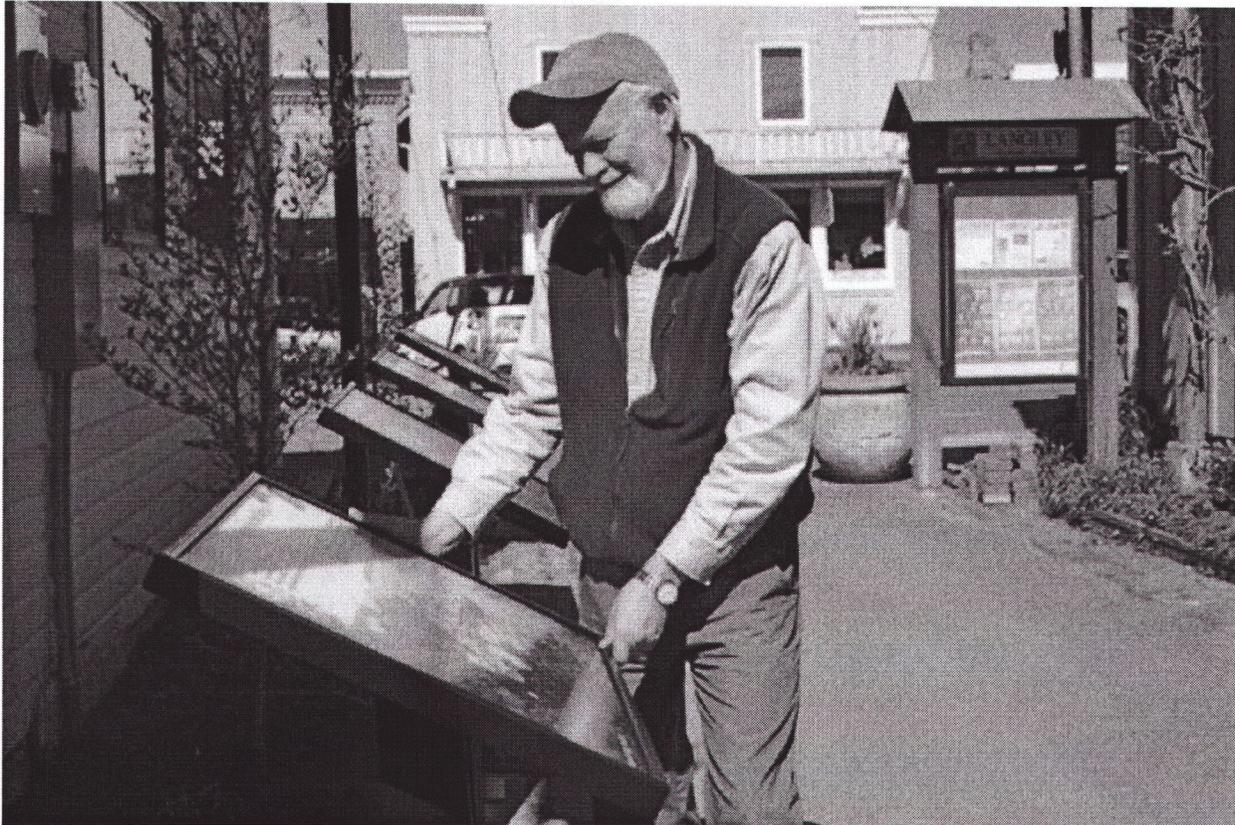
Total Cost **\$2055.**

Bicycle Lockers could be located next to Inns and Motels or restaurants in the downtown area. Cost for durable fiberglass lockers is \$2500 each. Proposing four at a total of **\$10,000**



Total bicycle enhancement program cost is \$12,055

Alley & Walkway Improvements



The alley and walk-ways in Langley are unique and well used. Improving the conditions, safety and aesthetics is the goal.

Frick Lane: Install four more street lamps on Frick Lane to complete the lighting between First and Second Street. This is a pedestrian only lane. This is a high traffic walkway and has become a history walk-way with information on the early history of Langley. The Lane has been cleaned, old invasive trees removed and the two buildings sides facing the lane have been painted. Five historic panels and two antique lamps added. The goal is to continue the lighting to Second Street by adding four more light poles that will add lighting all the way down the lane.

This project will enhance public safety and help create a draw to the historic walkway. Four street lampshades that were in the Langley Village have been donated for Frick Lane.

Cost: \$7,800

Melsen Alley: Improve the walkability and visual in a currently well-utilized walkway. This alley runs from 2nd Street to 3rd Street and run parallel to an existing business, park, residential area and church. The goal is to do a major clean-up and enhancement to the alleyway, creating walkability, more light, and creating a desired through way and a buffer between residential and business areas. Add solar powered lights along the alleyway to improve pedestrian safety.

Cost \$7,000

Total for Alley walkway improvements

\$14,800

Improved Pedestrian Access and Accommodation

Located next to the water, Seawall park is one of the few public access areas to the shore and water in downtown Langley. The concrete driveway from First Street down to the park can be difficult for the elderly or disabled because of the steep incline. It can also be treacherous if conditions are icy. Several events are held at Seawall Park annually with several hundred people attending. A hand rail built beside the roadway will allow easier safer travel to the park and allow access for more people.

100 feet of Stainless Steel handrail. ADA accommodating benches and Tables

Cost \$7,000

Watering/ irrigation systems:

Langley is known for it's many extensive gardens, has created a garden-walking map, and receives frequent garden tour groups that visit the unique plants and edible gardens around town. Watering is a lengthy task that could be much more efficient with watering systems in place.

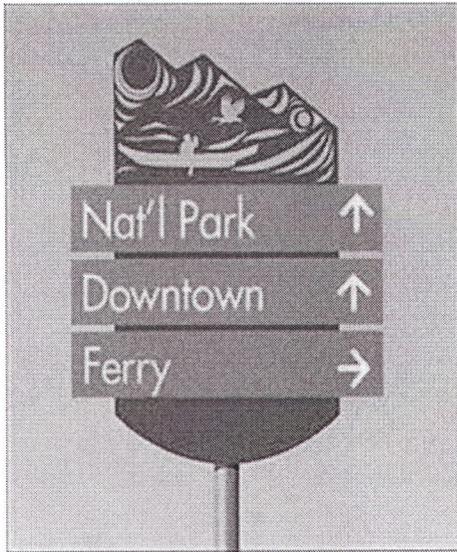
There are six bump-outs, out of the twelve gardens features along Second Street that have a water source to them. Installing an automatic irrigation watering heads and timers to those features will eliminate having to hand water each feature, saving resources and time.

Cost \$13,600

Public Bathrooms

You never get a second chance to make a first impression and with that mind the public restrooms should represent Langley with a more artistic, cleanly manner. A properly designed public toilet facility also improves the experience of both those who operate the facilities and those who use them. The Langley Public Restrooms have the opportunity to tell a memorable story that will increase repeat visitors to the area. And given that it costs so much more to acquire new visitors much in the same way that it more than four times as much to acquire a new customer, the economic value is solid. But the economic value does not stop there, the addition of hot water accessibility with back flow protection would also allow for the economic development of food truck operation.

Total Cost of Refurbishment \$23,500



Wayfaring Signage

Economically, a town or city can benefit from having a more walkable environment—increasing property value and promoting tourism. In terms of ‘bang for your buck’, it’s hard to beat wayfaring signs as a way of making life easier for people who are walking around—especially visitors. Connected, well-maintained directional signage gives tourists and citizens the ability to safely and conveniently patronize local shops, businesses, and restaurants.

- **Design for Wayfaring Signage for consistent use - \$37,000**
- Wayfaring signage: General signage of where shops, restaurants, restrooms, etc are located done in artistic metalwork to increase economic development and aid in remembrance of Langley as a unique destination spot. Optimally, this would be conveyed with 5 custom wayfaring structures throughout Langley at an approximate cost of \$2,500 for each signage, for a total of **\$12,500**



Visitor Information Center (VIC) Update

The power of a first impression is undeniable. There is only one chance and the window is scarily short - between 7 and 17 seconds. Just like job interviews and first dates, first impressions in a new town are crucial; not only for us as ambassadors of Langley, but as representatives of our businesses, and the city in general.

The Visitor Information Center is a vital function in the area of establishing a welcoming first impression of the City and in connecting visitors to the various shops, restaurants, and activities that Langley and South Whidbey have to offer. The numbers below speak to the visitor traffic that they sustain. The number of visits is up 58% on a YTD basis for the first 4 months of 2016.

The VIC also acts as the Langley Chamber of Commerce offices.

Total Cost for Refurbishment \$16,750

Visitor Center:

	VIC 2014	VIC 2015	VIC 2016	UP/down	%
Jan	216	208	230	22	10%
Feb	1076	1298	2439	1141	47%
Mar	345	316	263	-53	-20%
Apr	413	349	415* mtd	66	16%
May	499	425			
Jun	447	614			
Jul	657	780			
Aug	890	898			
Sep	670	630			
Oct	343	431			
Nov	187	216			
Dec	179	183			

**Note: During off season the VIC was closed on Sundays in 2015/2016
These numbers are per party, not individual, so actual is considerably higher**

ISLAND COUNTY GENERAL SERVICES ADMINISTRATION

P.O. Box 5000

Coupeville, WA 98239-5000



Phone: (360) 679-7378 FAX: 360 240-5551

DATE: OCTOBER 26TH 2016
TO: ELAINE MARLOW, DIRECTOR
FROM: DON MASON, PROGRAM COORDINATOR
RE: AMENDMENT #1 TO CONTRACT FOR PROVISION OF LEGAL PUBLIC DEFENSE SERVICES.

In 2013, Island County published an RFP for the Primary Public Defense Provider Contract. Island Defense, PLLC. was the successful bidder and entered into a contract to provide these services effective January 1st, 2014 through December 31st, 2016. The current contract compensates Island Defense at \$560,544 annually and has had no increase since it began.

Amendment #1 to this Agreement extends the contract to December 31st, 2020 and updates the compensation of the contract, clarifies the number of attorneys required to provide services under the contract, and defines the reduction in contract compensation if the number of attorneys required to provide services under the contract is reduced.

The compensation for the contract is amended to be:

Table with 3 columns: Year of contract, Term, Annual Compensation. Rows for years 1, 2, and 3 and 4.

This compensation increase brings the defense attorney pay closer to parity with similar attorneys, with similar experience, working on similar cases in the Prosecuting Attorney's Office. Parity of pay between Prosecutors and Defense Attorneys is a central issue in recent court decisions about whether jurisdictions provide adequate public defense resources.

Additionally the amendment adds a clause in the compensation section that allows and defines the County's ability to reduce the number of attorneys used by Island Defense to provide these services. If the attorney workload, other than that in felony matters, is such that fewer attorneys are needed to complete the scope of work than are currently used, the county can elect to reduce the number of attorneys and then reduce the contract compensation by the following amounts for each full attorney no longer needed:

Table with 3 columns: Year of contract, Term, Annual Reduction for each full attorney no longer needed. Rows for years 1, 2, and 3 and 4.

Contractor: Island Defense, PLLC.
Contract: For Provision of Legal Public Defense Services
Contract No.: RM-GSA-2016-

**AMENDMENT #1 TO
CONTRACT FOR PROVISION OF LEGAL PUBLIC DEFENSE SERVICES**

This Amendment, effective January 1, 2017, is between Island County, a political subdivision of the State of Washington, hereinafter referred to as "County," and Island Defense, PLLC., hereafter referred to as "Contractor." The purpose of this Amendment is to extend and further define the existing agreement with Island Defense, PLLC, executed December 23, 2013 for services January 1, 2014 through December 31, 2016.

It is mutually agreed to amend the Agreement as follows:

Section I.F. NUMBER OF ATTORNEYS REQUIRED shall be amended to state:

Contractor shall provide a sufficient number of attorneys to satisfactorily discharge duties and responsibilities herein, pursuant to applicable case law, court rules and rules of professional conduct, and employ a minimum number of attorneys to provide services within this contract, and to prevent any attorney within the firm from exceeding the caseload maximums listed in the Court Rule CrR3.1, Standards for Indigent Defense, or the Island County Standards for Public Defense Services, a copy of which is attached as Appendix A, whichever is stricter, as now adopted or hereafter amended, or required or prescribed by applicable case law, court rules, regulations. At a minimum, Contractor shall provide four attorneys plus the firm's supervisor / director for the service of the duties and responsibilities herein except as allowed in section IV. A. COMPENSATION below. Only one (1) Rule 9 legal intern may be employed in one of the attorney positions at any one time and use of said intern may not be an exception to the Island County Standards for Public Defense Services. The firm's supervisor / director shall be an attorney qualified to handle all classes of cases, not including "Death Penalty Representation" as defined by the Washington Supreme Court Standards for Indigent Defense as now adopted or hereafter amended. The firm's supervisor / director shall, at a minimum, maintain, throughout the term of this contract, a caseload as the primary attorney equal to the equivalent of half of the maximum caseload allowed by Island County Standards for Public Defense.

Section I.K. TERM shall be amended to state:

This Amendment is to take effect January 1, 2017, and is to continue in full force and effect for the term of forty-eight (48) months, through December 31, 2020, and year to year thereafter until terminated by either party according to section IV.D.

Upon the expiration or sooner termination of this Contract, Contractor, if requested to do so by County, shall complete representation of all clients who have been appointed representation by the applicable court during the period in which this Contract is in effect if representation can be completed within thirty (30) days from the date of expiration or sooner termination of this Contract. In such event, Contractor shall be paid during said thirty (30) day period the lesser of \$100.00 per hour or the regular monthly payment of the Contract price.

Section IV.A. COMPENSATION shall be amended to state:

County agrees to appropriate funding and pay Contractor in the total amount listed below for legal, investigative and administrative services during the calendar year. These funds shall be disbursed by the County directly to the Contractor in equal monthly installments in the amounts listed as below, due and payable on the 10th day or each month or within thirty (30) days of receipt by the County of Contractor's Invoice (whichever is later), beginning February 1, 2017 (for services in January 2017).

1. For year one of the contract (January 2017 through December 2017) an annual amount equal to Six Hundred Seventy Thousand dollars and Eight cents (\$670,000.08) paid monthly at Fifty Five Thousand, Eight Hundred Thirty Three dollars and Thirty Four cents (\$55,833.34).
2. For year two of the contract (January 2018 through December 2018) an annual amount equal to Seven Hundred Thousand dollars and Eight cents (\$700,000.08) paid monthly at Fifty Eight Thousand, Three Hundred Thirty Three dollars and Thirty Four cents (\$58,333.34).
3. For years three and four of the contract (January 2019 through December 2020) an annual amount equal to Seven Hundred Thirty Thousand dollars and Eight cents (\$730,000.08) paid monthly at Sixty Thousand, Eight Hundred Thirty Three dollars and Thirty Four cents (\$60,833.34).

In the event that the County determines the Contractor's caseload, other than felony cases, required to meet all duties, obligations and responsibilities under this contract reduces to a caseload that can be met with less than three (3) attorneys while complying with the Court Rule CrR3.1, Standards for Indigent Defense, or the Island County Standards for Public Defense Services, whichever is stricter, as now or hereafter amended, or required or proscribed by applicable case law, court rules, regulations or statute, the monthly compensation as listed above shall be reduced according to the following schedule annually for each full attorney not needed to meet the duties, obligations and responsibilities under this contract while complying with the Standards for Public Defense Services as listed above:

1. For year one of the contract (January 2017 through December 2017) an annual amount equal to Sixty Thousand dollars (\$60,000.00) for each reduced full attorney position.
2. For year two of the contract (January 2018 through December 2018) an annual amount equal to Sixty Two Thousand, Five Hundred dollars (\$62,500.00) for each reduced full attorney position.
3. For years three and four of the contract (January 2019 through December 2020) an annual amount equal to Sixty Five Thousand dollars (\$65,000.00) for each reduced full attorney position.

All other sections of the Agreement remain as written.

IN WITNESS WHEREOF, the County and Contractor have executed this Amendment as of this _____ day of _____, 2016

Contractor:
Island Defense, PLLC

Matthew Montoya, Principal

Robert S. McKay, Principal

County:
Board of County Commissioners
Island County, Washington

ATTEST:

Richard M. Hannold, Chair

Debbie Thompson, Clerk of the Board



ISLANDCOUNTY
BOARD OF COUNTYCOMMISSIONERS
AGENDA BILL

MEETING DATE: #28
23 DEC 13
CONSENT AGENDA
REGULAR AGENDA
PUBLIC HEARING/MTG
RESOLUTION/ORDINANCE NO

DEPARTMENT: GSA

DIVISION: *(if applicable)* PUBLIC DEFENSE

STAFF CONTACT: DON MASON

AGENDA SUBJECT: 2014 Primary Public Defense Provider Contract

BACKGROUND/SUMMARY: *(include prior BOCC discussion & action, if applicable)*
 The Board authorized a RFP for the Primary Public Defense Provider Contract for services January 1, 2014 through December 31, 2016. A qualified bid was submitted by Island Defense LLC. The bid was reviewed by all 3 Island County Judges. The judges unanimously recommended the contract be awarded to Island Defense LLC. This contract is to provide representation for indigent defendants in Island County Courts.

FISCAL IMPACT/FUNDING SOURCE:
 \$560,544 per year from Current Expense

RECOMMENDED ACTION:

Approve/Adopt
 Schedule Public Hearing/Meeting
 Continue Public Hearing/Meeting
 Information/Discussion
 Other *(describe)* _____

SUGGESTED MOTION:

[BELOW TO BE COMPLETED BY CLERK OF BOARD]

BOCC ACTION:

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

1 Contractor: Island Defense, PLLC
2 Contract No: RM-GSA-2013-490

3
4 **CONTRACT FOR PROVISION OF LEGAL PUBLIC DEFENSE SERVICES**

5
6 This agreement, effective January 1, 2014, is made between the parties: Island County, a
7 political subdivision of the State of Washington, (hereinafter called "County"), and Island
8 Defense, PLLC, (hereinafter called "Contractor").

9
10 For and in consideration of the mutual agreements herein contained, the parties agree as
11 follows:

12
13 **I. GENERAL PROVISIONS**

14
15 The following provisions are controlling in this Contract, notwithstanding any other
16 provision to the contrary:

17
18 **A. DEFINITIONS**

19
20 1. "Client" means any person Contractor is appointed to represent in the respective
21 court in which the person has been charged, or where a person is statutorily or otherwise
22 entitled to legal counsel. "Client" also refers to a person who is being held in custody on
23 probable cause after the preliminary appearance is conducted, a person who is a "material
24 witness," or a person who is being held in custody pursuant to warrant from Island
25 County or from another county. Such a person ceases to be a "Client" when they are
26 represented by other counsel regarding specific criminal matters occurring in Island
27 County.

28
29 2. "Contractor" means Island Defense, PLLC. Contractor is the primary provider
30 for the provision of legal Public Defense services for the term of this contract.

31
32 3. "County" means Island County, Washington.

33
34 4. "Indigent Person" means any person unable to afford to hire or retain legal
35 counsel as determined by a court of competent jurisdiction, or the County, applying
36 current case law, regulations, statutes, and/or applicable Court Rules.

37
38 5. "Court" means Island County Superior Court, Island County District Court,
39 Island County Juvenile Court, and Island County Therapeutic Courts.

40
41 6. "County expense" shall include any grants or appropriations to the County by
42 other governmental units or agencies made for the purpose of implementing the program
43 contemplated by this contract.

44
45 **B. NATURE OF WORK**

46
47 During the period of this Contract, Contractor shall provide legal representation to
48 indigent criminal defendants; suspects; juvenile respondents; persons involved in civil Juvenile
49 Court matters including Dependency, At Risk Youth, Child in Need of Services, Truancies and
50 Termination of Parent-Child Relationship Proceedings; and/or material witnesses who have been
51 found by the Court, or the County, to qualify for court-appointed counsel at County expense

1 except as specifically excepted. It is the intent of the parties that Contractor provide legal services
2 in all situations, civil and/or criminal, that the Court or the County appoints an attorney to
3 represent an indigent individual or indigent individuals, except those cases in which the State of
4 Washington ultimately pays for representation.
5

6 **C. EXTENT OF SERVICES TO BE FURNISHED**
7

8 Attorneys providing services pursuant to this Contract shall be required to represent
9 clients including suspects and defendants in all phases of the criminal justice system. Services to
10 be provided include, but are not limited to:
11

12 1. Pre-charging stage (where applicable):
13

- 14 a. Custodial interrogation and line-up proceedings;
- 15 b. Advising suspects of their statutory and constitutional rights;
- 16 c. Advising persons arrested for Driving While Intoxicated (DWI) or
17 Driving Under the Influence (DUI), Physical Control, Vehicular
18 Homicide, or Vehicular Assault;
- 19 d. Representing witnesses at Grand Jury or Special Inquiry Judge
20 Proceedings;
- 21 e. Plea bargain negotiations;
- 22 f. Preliminary hearings;
- 23 g. Material witnesses;
- 24 h. Preliminary appearances; and
- 25 i. Advising all other persons who have been arrested and want to exercise
26 their Miranda right to speak with counsel (24 hours "on call").
27

28 2. Post-charging phase (where applicable):
29

- 30 a. Preliminary hearings;
- 31 b. Arraignments;
- 32 c. Pre-trial hearings;
- 33 d. Declination hearings;
- 34 e. Plea-bargain negotiations;
- 35 f. Extradition and waiver of;
- 36 g. Trials; and
- 37 h. Sentencing.
38

39 3. Post-trial phase (where applicable):
40

- 41 a. Post-trial criminal motions;
- 42 b. Juvenile dispositions;
- 43 c. Probation violation hearings, including without limitation, revocation
44 and modification hearings in court;
- 45 d. Post-trial hearings;
- 46 e. Preparation and filing of all pleadings necessary to perfect an appeal
47 from Superior Court to the Court of Appeals and representation of the
48 appellant until appointment of counsel is determined;
- 49 f. Reference hearings; and
- 50 g. Sexual Assault Victim representation at Protection Order Proceedings
51 when necessary.

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- 4. Miscellaneous proceedings:
 - a. Review proceedings;
 - b. Show Cause Hearings;
 - c. Probation Modification, Revocation, or Sentence Modification Hearings;
 - d. Habeas Corpus;
 - e. Juvenile diversions;
 - f. Family Treatment Court or its successor;
 - g. Drug Court, Adult and Juvenile; and
 - h. Persons qualifying for appointed counsel in child support enforcement/ contempt proceedings.

Services by Contractor include appeal, discretionary review, and other types of judicial review from the District Court to the Superior Court, and giving notice of appeal from the Superior Court to a higher court. When venue is changed from Island County to another county, Contractor shall continue to provide services, in which case County shall reimburse Contractor for reasonable expenses incurred related to a change of venue, not to exceed Two Hundred Fifty Dollars (\$250.00) per day.

In addition, Contractor shall be required to represent clients who are entitled to court-appointed counsel in civil proceedings within Island County (except sexual predator proceedings under RCW 71.09) as required by statutes, regulations and/or ordinances and as otherwise required by controlling case law or statutes, or as amended. Contractor shall be required to represent clients who qualify for appointed counsel in mental illness matters; alcohol, drug or substance abuse commitments; civil Juvenile Court matters including Shelter Care, Dependency, At Risk Youth, Child in Need of Services, Truancies and Termination of Parent-Child Relationship Proceedings; Contempt Proceedings; Sexual Assault Victim representation at Protection Order Proceedings when necessary; and other types of cases where the County is obligated to provide counsel to Clients.

The Contractor shall also be required to represent all persons assigned to Island County Therapeutic Courts, such as Drug Court, Family Treatment Court and Mental Health Court or their successors.

The Contract shall also include representation of review proceedings, show cause hearings, or other similar matters, if such proceeding is filed during the term of the Contract, regardless of whether the underlying action occurred prior to the Contract term, provided the appointment is made by a court with jurisdiction.

Contractor is to communicate with Clients in a timely manner. This means Contractor shall communicate with the Client within 48 hours of the time the appointment is made known to the Contractor, except in extraordinary individual circumstances which make it not possible for Contractor to do so.

D. LIMITATIONS ON AND EXCEPTIONS TO SERVICES

Representation of a defendant charged with Aggravated Murder in the First Degree seeking the death penalty is not within the scope of services which Contractor is obligated to provide for the compensation provided in this agreement. The Contractor shall provide representation of a defendant charged with Aggravated Murder in the First Degree until the Prosecuting Attorney has filed a notice of special sentencing procedure under RCW 10.95.040



1 seeking the death penalty. If the death penalty is not sought by the Prosecuting Attorney the
2 Contractor will represent the defendant throughout the proceedings. Representation of a
3 defendant charged with Aggravated Murder in the First Degree seeking the death penalty may be
4 provided on a case by case basis upon supplemental agreement between the Contractor and the
5 County for an additional fee to be negotiated by the parties. If the parties cannot reach an
6 agreement for representation in such a case the County will make other arrangements for counsel
7 for the defendant at County expense. If a Defendant is charged with Aggravated Murder in the
8 First Degree, investigative services for preparation of a Mitigation Package are also not within the
9 scope of services which Contractor is obligated to provide for the compensation provided in this
10 agreement. Contractor and the County may coordinate to hire and provide for investigative
11 services for preparation of a Mitigation Package on a case by case basis upon supplemental
12 agreement between the Contractor and the County for an additional fee to be negotiated by the
13 parties.
14

15 **E. STANDARDS FOR THE DELIVERY OF THE PUBLIC DEFENSE SERVICES**
16

17 Contractor agrees to comply with the Island County Standards for Public Defense
18 Services as now adopted or hereafter amended, or required or prescribed by applicable case law,
19 court rules, regulations or statute; copies of which are attached as Appendix A and incorporated
20 by reference herein, unless and until Court Rule CrR3.1, Standards for Indigent Defense become
21 effective. Thereafter, Contractor shall comply with CrR3.1 or the Island County Standards for
22 Public Defense Services as now adopted or hereafter amended, whichever is stricter.
23

24 **F. NUMBER OF ATTORNEYS REQUIRED**
25

26 Contractor shall provide a sufficient number of attorneys to satisfactorily discharge duties
27 and responsibilities herein, pursuant to applicable case law, court rules and rules of professional
28 conduct, and employ a minimum number of attorneys or Rule 9 qualified legal interns to provide
29 services within this contract, and to prevent any attorney within the firm from exceeding the
30 caseload maximums listed in the Island County Standards for Public Defense Services as now
31 adopted or hereafter amended, or required or prescribed by applicable case law, court rules,
32 regulations or statute, a copy of which is attached as Appendix A, unless and until Court Rule
33 CrR3.1, Standards for Indigent Defense become effective. Thereafter, Contractor's attorneys or
34 interns shall comply with CrR3.1, or the Island County Standards for Public Defense Services as
35 now adopted or hereafter amended, whichever is stricter. At a minimum, Contractor shall provide
36 four attorneys plus the firm's supervisor / director for the service of the duties and responsibilities
37 herein. Only one (1) Rule 9 legal intern may be employed in one of the attorney positions at any
38 one time and use of said intern may not be an exception to the Island County Standards for Public
39 Defense Services. The firm's supervisor / director shall be an attorney qualified to handle all
40 classes of cases, not including "Death Penalty Representation" as defined by the Washington
41 Supreme Court Standards for Indigent Defense as now adopted or hereafter amended. The firm's
42 supervisor / director shall maintain, throughout the term of this contract, a caseload as the primary
43 attorney for the case equal to or more than the equivalent of half of the maximum caseload
44 allowed by Island County Standards for Public Defense.
45

46 **G. EXCLUSIVITY**
47

48 The Contractor may provide other or additional legal services to private clients or other
49 contracted obligations, provided that the Contractor must provide these other or additional legal
50 services with resources other than those paid for by this contract.
51

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1 If Contractor provides other legal services to private clients, Contractor shall comply with
2 Standard Twelve, Limitations on Private Practice for Contract Attorneys, of the Island County
3 Standards for Public Defense Services.

4
5 If the Contractor's additional legal services practice results in a legal, ethical or
6 professional conflict of interest with a Public Defense Client, Contractor shall reimburse County
7 for the actual cost of Alternate Counsel for the Client. County shall provide an invoice to
8 Contractor stating the nature of the alternate services provided and the amount paid to Alternate
9 Counsel. Contractor agrees to reimburse the County for the payment of said Alternate Counsel
10 within twenty (20) days of the receipt of said invoice.

11
12 **H. CONFLICT OF INTEREST**

13
14 1. Interest of Members of County

15
16 All parties to this contract acknowledge that, at the effective date of this contract, Mrs.
17 Jaime Montoya, the wife of Mr. Matthew Montoya, a principle in the Contractor's firm,
18 Island Defense, PLLC, is an Island County Employee. The Parties agree that Mrs.
19 Montoya will only have indirect financial interest in Island Defense, PLLC and this
20 contract. Mrs. Montoya will have no direct involvement in Island Defense, PLLC or this
21 contract while she is an Island County Employee, including, but not limited to,
22 accounting or administration.

23
24 Other than the indirect financial interest acknowledged above, no officer, employee, or
25 agent of the County shall have any personal and/or financial interest, direct or indirect, in
26 this Contract. Contractor shall take appropriate steps to assure compliance with this
27 requirement.

28
29 2. Attorneys – Reservation Regarding Representation

30
31 Contractor, on behalf of its attorneys, reserves the right to decline to advise or represent
32 any indigent or otherwise eligible person on the basis of actual or potential legal, ethical
33 or professional conflict of interest, and with the consent of the court may withdraw from
34 representing any particular person for good cause shown. In such event, Contractor will
35 immediately inform the appropriate court in writing or "on the record" of such
36 declination and the specific reasons therefor, and will request the appointment of other
37 counsel for such person.

38
39 Contractor agrees to represent Clients that are assigned pursuant to terms and conditions
40 of this Contract. In the event Contractor determines that a potential conflict of interest
41 exists in the representation of a particular assigned client it will immediately be brought
42 to the attention of the appropriate County authority and the Court having jurisdiction of
43 the case. Should any question arise, a court of competent jurisdiction shall determine the
44 existence or non-existence of a professional or ethical conflict in accordance with the
45 applicable court rules, statutes and Washington case law and the terms of this Contract. If
46 a conflict exists the County or court will provide, at County expense, for Alternate
47 Counsel for the person(s) Contractor cannot represent. The County will provide funding
48 for such alternate counsel through its budgeting process in a separate appropriation.
49



1 **I. DISCRIMINATION PROHIBITED**

2
3 1. In all hiring or employment made possible by or resulting from this Contract
4 there will not be any discrimination against any employee or applicant for employment
5 because of race, color, handicap, age, religion, sex, sexual orientation or national origin.
6 Nothing in this paragraph prohibits Contractor from requiring admission to practice in
7 Washington State as a condition of hiring attorneys.

8
9 2. No person in the United States shall, on the ground of race, color, handicap, age,
10 religion, sex, sexual orientation, or national origin, be excluded from participation in, be
11 denied the benefits of, or be subject to unlawful discrimination through any activity made
12 possible by or resulting from this Contract. Contractor shall comply with all
13 requirements imposed by or pursuant to Civil Rights Act of 1964, and subsequent State
14 and Federal enactments.

15
16 **J. WARRANTY OF AUTHORITY**

17
18 Contractor warrants that it has the authority to enter into and execute this Contract, and
19 will defend any disciplinary or judicial proceedings brought against Contractor or the County,
20 challenging same as an unauthorized practice of law, or questioning its right and authority to
21 execute this Contract, except where a conflict of interest would prevent such defense. Contractor
22 acknowledges that this Contract is made pursuant to and in express reliance upon this warranty.

23
24
25 **K. TERM**

26
27 This Contract is to take effect January 1, 2014, and is to continue in full force and effect
28 for the term of thirty-six (36) months, through December 31, 2016, and year to year thereafter
29 until terminated by either party according to section IV (D).

30
31 Upon the expiration or sooner termination of this Contract, Contractor, if requested to do
32 so by County, shall complete representation of all clients who have been appointed representation
33 by the applicable court during the period in which this Contract is in effect if representation can
34 be completed within thirty (30) days from the date of expiration or sooner termination of this
35 Contract. In such event, Contractor shall be paid during said thirty (30) day period the lesser of
36 \$100.00 per hour or the regular monthly payment of the Contract price.

37
38
39 **II. SCOPE OF SERVICES**

40
41 Contractor shall act through attorneys licensed to practice law in the State of Washington,
42 and through appropriate authorized assistants.

43
44 **A. DUTIES AND RESPONSIBILITIES OF CONTRACTOR ATTORNEYS**

45
46 In order to perform the duties under this Contract, Contractor, in addition to
47 responsibilities in I (C) above, shall:

48
49 1. Advise and provide immediate legal assistance to all Clients who request legal
50 assistance during investigative stages by law enforcement or other prosecutorial agencies;
51 and who are unrepresented by other counsel and have been appointed to the Contractor

1 by the appropriate County authority or the Court having jurisdiction regarding criminal
2 matters occurring in Island County; or who are detained within Island County. Such
3 requested legal assistance shall include:
4

- 5 a. Legal Counseling for a suspect during investigative stages;
- 6
- 7 b. Presence at lineups and physical examinations in which the suspect
8 participates, when same is required;
9

10 2. Provide defense attorney representation at all preliminary hearings in the Court to
11 include telephonic and video proceedings whether on business days, after hours, or on
12 weekends; except as specifically excused by the Court, where the defendant or
13 respondent has private counsel, or except as prohibited by the Rules of Professional
14 Conduct.
15

16 3. Counsel and represent in all ensuing criminal proceedings before appeal those
17 Clients who are officially referred to Contractor. Such services include, but are not
18 limited to: preparation for and representation of the Client at the trial and at the
19 sentencing; and representation at hearings for modification or revocation of probationary
20 sentences in court. Such services do not include representation in matters which are civil
21 rather than criminal in nature, except as provided herein.
22

23 4. Counsel Clients with regard to their rights to appellate review and file the
24 necessary notice for appellate review when requested by a Client, except that Contractor
25 will not represent Clients in appellate review unless appointed for such purpose by Order
26 of the Superior Court, or other appointing authority with jurisdiction.
27

28 5. Advise and provide legal assistance to all Juvenile Respondents who are
29 unrepresented by other counsel regarding attorney waiver.
30

31 6. If required by court rule, provide defense attorney representation at all
32 arraignment hearings in the Court to include telephonic and video proceedings except as
33 specifically excused by the Court, where the defendant or respondent has private counsel,
34 or except as prohibited by the Rules of Professional Conduct.
35

36 **B. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**
37

38 In order to perform its responsibilities under the Contract, Contractor shall have the
39 power and duty to:
40

- 41 1. Hire all personnel;
- 42
- 43 2. Provide fiscal management; establish compensation of personnel at a level
44 similar to staff of the Island County Prosecuting Attorney's Office of similar experience
45 and responsibilities; maintain payroll records, and provide payments of all social security
46 taxes, payment of unemployment compensation; worker compensation and industrial
47 insurance taxes (where applicable);
48
- 49 3. Supervise and maintain the quality of staff and independent contractor services
50 received or performed, and provide internal evaluation sessions as necessary;
51



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III. PROFESSIONAL CONDUCT

Contractor shall execute this Contract independent of any governmental control, except as provided in this Contract. Attorneys employed by Contractor shall represent Clients, preserve Client confidences, and discharge their duties hereunder in accordance with the Rules of Professional Conduct pertaining to attorneys licensed to practice law in the State of Washington, applicable Court rules, and in accordance with standards applied to private attorneys defending paying Clients and the Standards for Public Defense Services adopted in 1989, by the Washington Defender Association and approved by the Washington State Bar Association.

A. EXERCISE OF PROFESSIONAL JUDGEMENT

Nothing in this Contract shall be construed to impair or inhibit the exercise of independent professional judgement by an attorney employed by Contractor with respect to any Client wherein an attorney-client privilege has been established pursuant to the terms of this Contract.

B. STANDARDS OF PROFESSIONAL CONDUCT

Nothing in this Contract shall require or authorize any attorney to perform any acts in any manner proscribed by, or neglect to perform any duties required by the Rules of Professional Conduct promulgated by the Supreme Court of the State of Washington and adopted by RCW 2.48.230 as now or hereafter amended, or required or proscribed by applicable case law, court rules, regulations or statute. This Contract shall neither require nor authorize any attorney to engage in any conduct deemed improper or unethical in opinions of the Washington State Bar Association.

C. ATTORNEY-CLIENT PRIVILEGE

Nothing in the Contract shall require or permit, without consent of the Client concerned, access to or disclosure of:

1. Any confidential communication made by a Client to an attorney employed by Contractor, sub-contracting attorney or any such confidential communications made to agents or employees of Contractor for such attorney;
2. The advice given by an attorney to a Client;
3. The mental impressions, legal research, or legal theories and strategies of counsel in preparation and presentation of legal proceedings undertaken pursuant to this Contract; or
4. Any statements and materials privileged from disclosure in a court of law.

D. ATTORNEYS AND/OR ATTORNEY'S STAFF PROHIBITED FROM SOLICITING/ACCEPTING COMPENSATION FROM CLIENTS

Attorneys and/or support staff employed by Contractor shall not solicit or accept compensation from any Client.



1 **IV. FISCAL ADMINISTRATION AND REMUNERATIONS**

2
3 **A. COMPENSATION**

4
5 County agrees to appropriate funding and pay Contractor in the total annual amount of
6 five hundred sixty thousand and five hundred forty-four dollars (\$560,544.00) per year
7 for legal, administrative services and in-firm investigative services during the calendar year of
8 2014. These funds shall be disbursed by the County directly to the Contractor in twelve equal
9 monthly installments in the amount of \$46,712.00, due and payable within thirty (30) days of
10 receipt by the County of Contractor's invoice, beginning February 1, 2014. Contractor must
11 submit a monthly invoice before County will remit payment for services.
12

13 **B. INDEMNIFICATION**

14
15 To the fullest extent permitted by law, Contractor shall indemnify, defend and hold
16 harmless Island County, agencies of Island County and all officials, agents and employees of
17 Island County, from and against all claims arising out of or resulting from the performance of the
18 contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage,
19 or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness,
20 disease or death, or injury to or destruction of tangible property including loss of use resulting
21 therefrom. Contractor's obligation to indemnify, defend, and hold harmless includes any claim
22 by Contractor's agents, employees, representatives, or any subcontractor to its employees.
23

24 Contractor expressly agrees to indemnify, defend, and hold harmless Island County for
25 any claim arising out of or incident to Contractor's or any subcontractor's performance or failure
26 to perform the contract. Contractor's obligation to indemnify, defend, and hold harmless Island
27 County shall not be eliminated or reduced by any actual or alleged concurrent negligence of
28 Island County or its agents, agencies, employees and officials.
29

30 **C. INSURANCE**

31
32 Prior to commencement of services under this Contract, Contractor shall submit to Island
33 County certificates of insurance or certified copies of insurance policies and endorsements, if
34 requested by the County, for the coverage required below and shall maintain the same type and
35 amount of coverage as is currently in effect for the life of this Contract. Each insurance
36 certificate shall provide that coverage will not be canceled or reduced below the contractual
37 amounts stated herein without sixty (60) days prior to notice to the County. Contractor shall
38 maintain at Contractor's sole expense unless otherwise stipulated, the following insurance
39 coverages, insuring Contractor, Contractor's employees, agents, designees and indemnities as
40 required herein:
41

42 1. The Contractor shall not commence work under this Contract until the Contractor
43 has obtained all insurance required under this paragraph and such insurance has been
44 approved by the County.
45

46 2. All insurance policies shall be issued by companies authorized to do business
47 under the laws of the State of Washington and have a Best's rating of at least A-VII. All
48 insurance, other than Professional Liability and Workmen's Compensation to be
49 maintained by the Contractor shall specifically include the County as an "Additional
50 Insured" and shall not be reduced or canceled without sixty (60) days written prior notice
51 to the County. The Contractor's insurance coverage shall be primary insurance as respect



1 to the County, its officers, officials, employees and volunteers. Any insurance or self-
2 insurance maintained by the county, its officers, officials, employees or volunteers shall
3 be excess of the Contractor's insurance and shall not contribute to it.
4

5 3. The Contractor shall maintain, during the life of the Contract, Industry Standard
6 Occurrence Commercial General Liability Policy Form (CG0001) or equivalent,
7 including Premises/Operations, Products/Completed Operations, Blanket Contractual
8 Liability and Personal Injury Coverage, to protect the Contractor from claims for
9 damages for bodily injury, including wrongful death, as well as from claims of property
10 damage which may arise from any operations under this contract whether such operations
11 be by the Contractor or by anyone directly employed by or contracting with the
12 Contractor.
13

14 Specific limits required:

15 \$2,000,000 General Aggregate
16 \$1,000,000 Products/Completed Operations Aggregate
17 \$1,000,000 Personal Injury and Advertising Injury
18 \$1,000,000 Each Occurrence
19

20 The Commercial General Liability Policy will contain an endorsement naming the
21 County as Additional Insured (CG2010) and an endorsement that specifically states the
22 Contractor's General Liability shall be primary, and not contributory, with any other
23 insurance maintained by the County.
24

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

27 \$1,000,000 Each Accident
28 \$1,000,000 Policy Limit for Disease
29 \$1,000,000 Each Employee for Disease
30

31 4. Commercial General Liability insurance shall be endorsed to include a "cross
32 liability", indicating essentially that except with respect to the limits of insurance, and
33 any rights or duties specifically assigned in this coverage part to the first named insured,
34 this insurance applies as if each named insured were the only named insured, and
35 separately to each insured against whom claims are made or suit is brought.
36

37 5. The Contractor shall maintain, during the life of this Contract, Business
38 Automobile Liability Insurance (CA0001), or equivalent in the amount of \$1,000,000
39 Bodily Injury and Property Damage per combined single limit to protect the Contractor
40 from claims which may arise from the performance of this Contract, whether such
41 operations be by the Contractor or by anyone directly or indirectly employed by the
42 Contractor. Covered auto shall be designated as "Symbol 1" any auto.
43

44 6. All Liability coverages, except Professional Liability, shall be written on an
45 Occurrence policy form. If coverage is Claims Made form, the Retroactive Date shall be
46 prior to or coincident with the date of this contract, and the policy shall state that
47 coverage is Claims Made, and state the Retroactive Date. Should Claims Made be the
48 only option, a minimum of a three (3) year tail coverage shall be maintained after the
49 expiration of the contract
50



1 7. Contractor shall secure its liability for industrial injury to its employees in
2 accordance with the provisions of Title 51 of the Revised Code of Washington.
3 Contractor shall submit a copy of its certificate of coverage from the Department of
4 Labor and Industries prior to the commencement of work.
5

6 8. Industrial Insurance Waiver - With respect to the performance of this Contract
7 and as to claims against the County, its officers, agents and employees, the Contractor
8 expressly waives its immunity under Title 51 of the Revised Code of Washington, the
9 Industrial Insurance Act, for injuries to its employees and agrees that the obligations to
10 indemnify, defend and hold harmless provided in this Agreement extend to any claim
11 brought by or on behalf of any employee of the Contractor against the County.
12 However, Contractor's waiver of immunity by the provisions of this paragraph extend
13 only to claims against Contractor by the County, and does not include or extend to claims
14 by Contractor's employees directly against the Contractor. This waiver is mutually
15 negotiated by the parties to this Agreement.
16

17 9. Professional Liability Insurance - Prior to the start of work, the Contractor will
18 secure and maintain at its own expense Professional Liability Insurance in the amount of
19 not less than \$1,000,000 per claim and in the aggregate. Such insurance will be provided
20 by an insurance carrier with a Best's Rating of not less than A-VII. If coverage is Claims
21 Made, the retroactive date shall be prior to or coincident with the date of this contract.
22 The policy shall state that coverage is claims made, and state the retroactive date. Claims
23 Made form coverage shall be maintained by the Contractor for a minimum of three (3)
24 years following the termination of this Contract, and the Contractor shall annually
25 provide the County with proof of renewal.
26

27 10. Subcontractors - Contractor shall include all subcontractors as insureds under its
28 policies or shall furnish separate certificates and endorsements for each subcontractor.
29 All coverages for subcontracts shall be subject to all of the requirements stated herein.
30
31

32 D. TERMINATION

33
34 1. NON-RENEWAL: This contract will remain in force through December 31,
35 2016, and from year to year thereafter, unless terminated or notice of non-renewal is
36 given by either party. After December 31, 2016, either party may elect to not renew the
37 Contract with respect to the forthcoming calendar year by notice in writing prior to
38 October 1 in the year preceding the renewal period. In the event of non-renewal by either
39 party, said non-renewal shall take effect as of December 31, during the year in which said
40 notice of termination is given.
41

42 2. TERMINATION FOR CAUSE: The County shall have the right to terminate the
43 Contract for cause, by giving sixty (60) days written notice to Contractor for such
44 termination and the grounds for the termination. The County may elect to rescind the
45 termination and restore the contract if the Contractor cures the grounds for the
46 termination. In the event of termination of Contract for cause, Contractor shall not be
47 entitled to (a) any compensation beyond the date of the written termination notice, or (b)
48 any other damages. Nothing in this paragraph shall mean that Contractor waives the right
49 to contest the determination by the County that the County has cause to terminate the
50 Contract or that the contractor has failed to perform the Contractor's duties and
51 responsibilities under this contract.

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In the event that the Contractor's material breach or failure to perform the Contractor's duties and responsibilities under this contract results in either a finding of ineffective counsel and a retrial; a mistrial; or a legal, ethical or professional conflict of interest with a Public Defense Client; then Contractor shall reimburse County for the actual cost of Alternate Counsel for the Client. County shall provide an invoice to Contractor stating the nature of the alternate services provided and the amount paid to Alternate Counsel. Contractor agrees to reimburse the County for the payment of said Alternate Counsel within twenty (20) days of the receipt of said invoice.

3. CONTINUING OBLIGATION OF CONTRACTOR ON TERMINATION OR NON-RENEWAL: Contractor is obligated to continue to furnish services on matters pending in court (filed cases) to conclusion of the case for all cases assigned to Contractor through the date of contract termination or non-renewal at no extra compensation, provided that Contractor will be allowed to withdraw, subject to court approval, from any cases in which the trials, pre-trial motions, sentencing or final hearings are scheduled more than 30 days after the effective date of termination of the Contract. Contractor may apply to the Court to withdraw from any matters pending on the termination date of the contract. The County shall be responsible for assigning substitute counsel. "Conclusion of the case" means until an Order of Dismissal is entered, a Judgment and Sentence on conviction is entered, a Judgment of Acquittal is entered, or in civil matters, the appropriate Findings, Order or Judgment following hearing or trial is entered.

Contractor is obligated to transfer, to any attorney assigned by the County or the Court as substitute council, any and all legal files associated with the assigned case except when such transfer of the legal file or part of the legal file is specifically excused by the court of jurisdiction.

E. RIGHT TO REMOVE OR REASSIGN ATTORNEY

The County shall have the right to request removal or reassignment of any specific attorney(s) from providing services under this agreement if in the County's sole opinion such attorney is not adequately performing pursuant to the standards and obligations set forth in this contract. Contractor, upon receiving such request from County shall promptly take appropriate actions to remove or reassign, as requested by the County, the specific attorney. Contractor may request to meet with County to negotiate corrective actions if appropriate. If Contractor refuses to remove or re-assign attorney as requested by the County, then such refusal shall be grounds for termination for cause as set forth in paragraph D (2) above.

F. EXPERT COSTS

The reasonable costs of Court approved expert witnesses or assistance shall be the responsibility of the County.

G. MODIFICATION

No modification or amendment of the provisions of this agreement shall be effective unless in writing and signed by the authorized representatives of the parties to this agreement.

H. ADDITIONAL SERVICES

ATTACHMENT
Page 14 of 15
Event Date: Mon Dec 23 00:00:00 PST 2013
Non Dec 23 00:00:00 PST 2013

1
2 The Contractor may be requested by the County to perform additional services beyond
3 the original "EXTENT OF SERVICES TO BE FURNISHED" set forth in Section I (C). Such
4 additional work may be undertaken by the Contractor only upon the written authorization of the
5 County based upon an agreed amount of compensation.
6

7 **I. COMPLIANCE WITH LAWS**

8
9 The Contractor shall be in compliance with applicable County, State, and Federal laws
10 and regulations.
11

12 **J. JURISDICTION**

13
14 This agreement shall be construed and interpreted in accordance with the laws of the
15 State of Washington and any action brought hereunder shall be commenced in the Superior Court
16 of Island County, Washington.
17

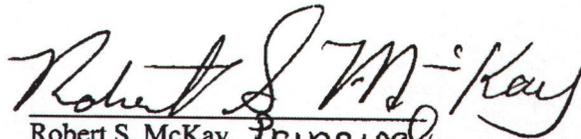
18 **K. ENTIRE AGREEMENT**

19
20 This instrument contains the entire Agreement between the parties and may not be
21 enlarged, modified, or altered except in writing signed by the parties and endorsed herein.
22

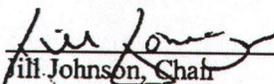
23 **AGREED** to this 23rd day of December, 2013.

24
25 **ISLAND DEFENSE, PLLC**

26
27 
28 Matthew Montoya, Principal
29 (Title)

30
31 
32 Robert S. McKay, Principal
33 (Title)

34
35 **ISLAND COUNTY
BOARD OF COUNTY COMMISSIONERS**


Jill Johnson, Chair

ATTEST:


Debbie Thompson, Clerk of the Board

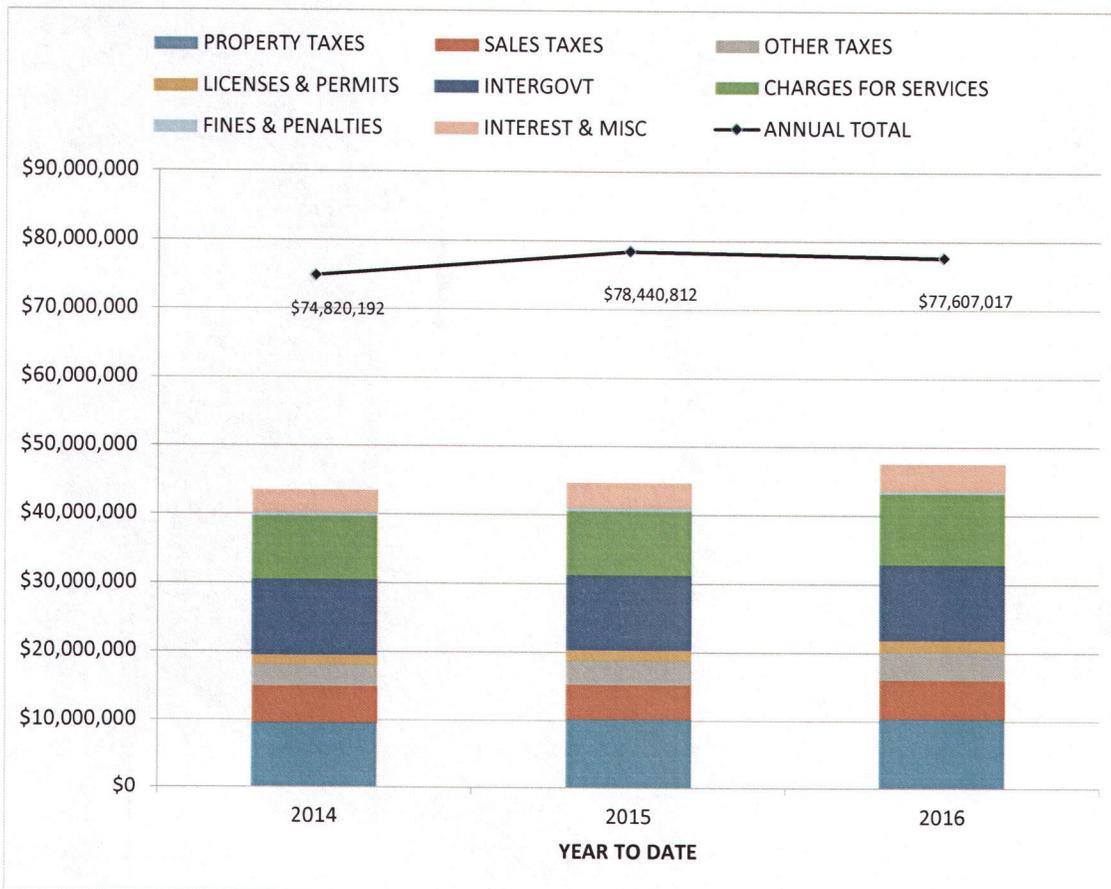


ISLAND COUNTY

ALL FUNDS & DEPARTMENTS

2016
SEPTEMBER

REVENUES				CHANGE FROM PREVIOUS YEAR	
	2014	2015	2016		
PROPERTY TAXES	\$9,525,728	\$10,149,687	\$10,284,791	\$135,104	1%
SALES TAXES	5,402,071	5,106,463	5,789,362	682,899	13%
OTHER TAXES	3,064,849	3,520,785	4,024,014	503,229	14%
LICENSES & PERMITS	1,370,448	1,488,431	1,685,561	197,130	13%
INTERGOVT	11,147,454	10,974,675	11,079,399	104,724	1%
CHARGES FOR SERVICES	9,141,084	9,297,651	10,332,027	1,034,376	11%
FINES & PENALTIES	453,498	414,576	361,517	-53,059	-13%
INTEREST & MISC	3,397,072	3,760,596	4,039,071	278,475	7%
YEAR TO DATE COLLECTED	43,502,204	44,712,864	47,595,742	2,882,878	6%
% COLLECTED	63%	62%	67%		
INTERDEPT & TRANSFERS	6,244,322	5,948,007	6,816,256	868,249	15%
YEAR TO DATE TOTAL	49,746,526	50,660,871	54,411,998	3,751,127	7%
ANNUAL TOTAL	\$74,820,192	\$78,440,812	\$77,607,017	-\$833,795	-1%



NOTE: 2015 ACTUALS ARE UNAUDITED.

ANNUAL TOTAL FOR 2016 IS TOTAL BUDGETED REVENUES & DOES NOT INCLUDE USE OF FUND BALAN

ISLAND COUNTY

ALL FUNDS & DEPARTMENTS

2016
SEPTEMBER

EXPENDITURES				CHANGE FROM PREVIOUS YEAR	
	2014	2015	2016		
SALARIES	\$15,066,648	\$15,412,466	\$17,106,507	\$1,694,041	11%
BENEFITS	5,702,162	5,675,043	6,603,759	928,716	16%
SUB-TOTAL	20,768,810	21,087,509	23,710,266	2,622,757	12%
% RATIO BENEFITS/SALARIES	38%	37%	39%		
MAINTENANCE & OPERATIONS	15,068,833	12,704,746	15,756,433	3,051,687	24%
INTERGOVT	1,658,957	1,657,714	1,542,956	-114,758	-7%
CAPITAL	1,299,624	1,522,699	3,675,736	2,153,037	0%
INTERDEPT & TRANSFERS	9,525,491	9,403,416	10,901,363	1,497,947	16%
DEBT SERVICE	295,030	232,633	159,665	-72,968	-31%
OTHER	0	0	0	0	0%
YEAR TO DATE TOTAL	48,616,745	46,608,717	55,746,419	9,137,702	20%
% EXPENDED	71%	63%	68%		
ANNUAL TOTAL	\$68,500,275	\$73,876,345	\$81,998,240	\$8,121,895	11%



NOTE: 2015 ACTUALS ARE UNAUDITED.
ANNUAL TOTAL FOR 2016 IS TOTAL BUDGETED EXPENDITURES

ISLAND COUNTY
2016 BUDGET TO ACTUAL

YEAR-TO-DATE 9/30/2016

9 months = 75%

DEPARTMENT/FUND	REVENUES			EXPENDITURES		
	BUDGET	YTD ACTUAL	% YTD	BUDGET	YTD ACTUAL	% YTD
ASSESSOR						
CURRENT EXPENSE	21,800	9,952	46%	1,206,163	848,705	70%
PROP TAX ADMIN	5,275	18,774	356%	5,275	4,336	82%
AUDITOR						
CURRENT EXPENSE	639,800	517,935	81%	854,733	608,773	71%
ELECTION RESERVE	291,555	173,482	60%	620,771	518,888	84%
AUDITOR O&M	156,400	128,444	82%	222,451	125,887	57%
TOTAL	1,087,755	819,861	75%	1,697,955	1,253,548	74%
CLERK						
CURRENT EXPENSE	400,800	252,218	63%	581,248	393,727	68%
COMMISSIONERS						
CURRENT EXPENSE	0	5	100%	863,761	581,060	67%
CORONER						
CURRENT EXPENSE	50,000	7,310	15%	274,103	185,411	68%
DISTRICT COURT						
CURRENT EXPENSE	1,001,900	589,376	59%	1,261,266	863,518	68%
FACILITIES MGT						
CURRENT EXPENSE	149,400	124,581	83%	1,367,118	907,913	66%
REET (expenditures only)				1,249,300	161,369	13%
FAMILY RESOURCE CENTERS	104,377	89,123	85%	84,344	91,856	109%
MOTOR POOL	459,264	461,777	101%	459,264	436,119	95%
TOTAL	713,041	675,481	95%	3,160,026	1,597,257	51%
GENERAL SERVICES						
CURRENT EXPENSE	89,286	88,792	99%	1,297,685	941,372	73%
AUDITORS O&M					36,767	100%
CONSERVATION FUTURES	793,324	418,014	53%	1,251,624	205,372	16%
INSURANCE RESERVE	926,238	711,591	77%	876,238	695,700	79%
REET (expenditures only)					79,519	100%
TOTAL	1,808,848	1,218,397	67%	3,425,547	1,958,730	57%
HUMAN RESOURCES						
CURRENT EXPENSE	18,500	17,500	95%	452,426	331,999	73%
HUMAN SERVICES						
CURRENT EXPENSE				160,845	106,893	66%
HOMELESS HOUSING	677,794	480,967	71%	977,794	425,536	44%
LOW INCOME HOUSING	85,000	80,045	94%	185,000	71,847	39%
DEVELOPMENTAL DISABILITIES	749,715	508,735	68%	834,782	592,824	71%
ALCOHOL SUBSTANCE ABUSE	159,621	67,039	42%	159,621	99,004	62%
MENTAL HEALTH	191,177	95,023	50%	244,319	207,721	85%
MH SALES TAX (dept. expenditures only)				761,419	521,947	69%

ISLAND COUNTY
2016 BUDGET TO ACTUAL

YEAR-TO-DATE 9/30/2016

9 months = 75%

DEPARTMENT/FUND	REVENUES			EXPENDITURES		
	BUDGET	YTD ACTUAL	% YTD	BUDGET	YTD ACTUAL	% YTD
VETERANS ASSISTANCE	149,950	70,058	47%	149,950	55,155	37%
HS ADMINISTRATION	577,882	592,607	103%	577,882	485,714	84%
<i>TOTAL</i>	<i>2,591,139</i>	<i>1,894,474</i>	<i>73%</i>	<i>4,051,612</i>	<i>2,566,641</i>	<i>63%</i>
INFORMATION TECH						
CURRENT EXPENSE	94,000	0	0%	2,187,946	1,503,346	69%
MISCELLANEOUS						
CURRENT EXPENSE	0	180	100%	256,301	205,756	80%
PLANNING						
CURRENT EXPENSE						
LONG RANGE	122,250	76,980	63%	550,253	451,265	82%
CURRENT USE	322,828	257,668	80%	346,984	254,900	73%
BUILDING	1,412,385	1,490,536	106%	843,445	649,267	77%
ADMINISTRATION	118,705	115,777	98%	314,257	244,002	78%
OTHER	19,000	15,844	83%	91,490	58,318	64%
<i>TOTAL</i>	<i>1,995,168</i>	<i>1,956,805</i>	<i>98%</i>	<i>2,146,429</i>	<i>1,657,752</i>	<i>77%</i>
PROSECUTOR						
CURRENT EXPENSE	272,949	176,906	65%	1,691,946	1,206,973	71%
PUBLIC HEALTH & NATL RESOURCES						
PUBLIC HEALTH	2,897,503	2,377,570	82%	2,897,503	2,141,440	74%
NATURAL RESOURCES	635,564	438,514	69%	635,564	482,383	76%
WATER QUALITY	187,310	6,554	3%	187,310	17,527	9%
BURN PERMITS	33,688	27,383	81%	33,688	11,934	35%
<i>TOTAL</i>	<i>3,754,065</i>	<i>2,850,021</i>	<i>76%</i>	<i>3,754,065</i>	<i>2,653,284</i>	<i>71%</i>
PUBLIC WORKS						
EMERGENCY MANAGEMENT						
CURRENT EXPENSE	84,912	15,000	18%	174,820	118,927	68%
PARKS						
CURRENT EXPENSE	363,634	361,099	99%	371,634	290,450	78%
REET 2 (grant revenue, expenditures)	0	107,309	100%	200,000	89,267	45%
FOUR SPRINGS	53,993	36,738	68%	53,993	37,560	70%
CORONET BAY DOCK	18,914	13,590	72%	18,914	8,709	46%
REET 1 (Energy conservation)	0	420,129	100%	295,000	833,870	283%
COUNTY ROAD	19,744,609	11,118,816	56%	21,560,628	13,615,431	63%
ER&R	4,111,118	3,318,985	81%	3,961,118	3,046,238	77%
PATHS & TRAILS	976,367	342,467	35%	976,367	52,589	5%
SOLID WASTE	6,343,500	5,520,799	87%	6,198,930	5,096,402	82%
CAPITAL DRAINAGE	329,487	330,751		329,487	130,233	40%
CLEAN WATER UTILITY (PW expenditures)				883,436	482,487	55%
SSW UTILITY (MARSHALL RD)	0	0		3,500	241	7%
PW ADMINISTRATION	653,636	644,283	99%	653,636	480,275	73%
<i>TOTAL</i>	<i>32,680,170</i>	<i>22,229,966</i>	<i>68%</i>	<i>35,681,463</i>	<i>24,282,679</i>	<i>68%</i>

ISLAND COUNTY
2016 BUDGET TO ACTUAL

YEAR-TO-DATE 9/30/2016

9 months = 75%

DEPARTMENT/FUND	REVENUES			EXPENDITURES		
	BUDGET	YTD ACTUAL	% YTD	BUDGET	YTD ACTUAL	% YTD
SHERIFF						
CURRENT EXPENSE						
ADMINISTRATION	200	2,075	1038%	398,103	312,824	79%
CRIMINAL	1,462,867	1,339,795	92%	5,496,998	3,857,493	70%
CIVIL	72,300	71,890	99%	322,172	244,580	76%
CORRECTIONS	99,500	94,077	95%	2,495,234	1,889,800	76%
ANIMAL CONTROL				108,063	58,149	54%
BOATING SAFETY	36,065	38,550	107%	36,065	51,439	143%
DRUG SEIZURE & FORFEITURE	10,000	5,248	52%	10,000	12,656	127%
TOTAL	1,680,932	1,551,635	92%	8,866,635	6,426,941	72%
SUPERIOR COURT						
CURRENT EXPENSE						
CASA	108,572	79,102	73%	121,268	77,480	64%
JUVENILE DETENTION	1,299,764	894,780	69%	1,299,764	897,663	69%
DRUG COURTS (fees, expenditures only)		1,267	100%	242,123	188,237	78%
TRIAL COURT IMPROVEMENTS	22,292	11,285	51%	44,527	13,904	31%
COUNTY LAW LIBRARY	25,526	18,051	71%	25,526	24,154	95%
TOTAL	1,833,381	1,260,125	69%	3,304,065	2,435,920	74%
TREASURER						
CURRENT EXPENSE						
TREASURER FORECLOSURE	150,000	96,300	64%	169,591	121,109	71%
TOTAL	844,830	757,332	90%	815,536	572,341	70%
WSU EXTENSION SERVICES						
EXTENSION SVCS	410,210	279,409	68%	410,488	217,916	53%
CLEAN WATER UTILITY						
PUBLIC WORKS						
PUBLIC HEALTH (inter-dept.)				883,436	482,487	55%
NATURAL RESOURCES (inter-dept.)				346,000	195,484	56%
PLANNING (inter-dept.)				246,000	98,551	40%
Fee & utility tax only	1,466,000	933,224	64%	70,000	0	0%
TOTAL	1,466,000	933,224	64%	23,000	13,616	59%
				1,568,436	790,138	50%
ENHANCED 911 (pass thru to ICOM)	869,200	459,266	53%	869,200	603,997	69%
HISTORICAL PRESERVATION	20,000	16,752	84%	17,458	12,680	73%
MENTAL HEALTH THERAPEUTIC SALES TAXES						
Sales taxes & CE indirect	983,000	589,091	60%	51,044	51,044	100%
See dept. for grants & dept. expenditures						
REAL ESTATE EXCISE TAXES						
REET revenue, debt, transfers	2,500,000	2,599,134	104%	863,472	545,572	63%
See dept. for dept. expenditures						

ISLAND COUNTY
2016 BUDGET TO ACTUAL

YEAR-TO-DATE 9/30/2016

9 months = 75%

DEPARTMENT/FUND	REVENUES			EXPENDITURES		
	BUDGET	YTD ACTUAL	% YTD	BUDGET	YTD ACTUAL	% YTD
RURAL COUNTY ECON DEVELOPMENT	892,000	565,237	63%	86,389	221,665	257%
2% HOTEL MOTEL (LODGING ADVISORY)	221,593	126,879	57%	221,593	151,357	68%
JOINT TOURISM	270,000	186,058	69%	270,000	231,037	86%
CURRENT EXPENSE						
NON-DEPARTMENTAL						
REVENUES						
Property Taxes	7,551,000	4,587,992	61%			
Sales Taxes	6,422,605	3,827,990	60%			
Other Taxes	1,636,000	813,722	50%			
State shared	1,561,000	1,246,050	80%			
Miscellaneous	62,000	24,628	40%			
Transfers In & Inter-dept.	1,870,856	1,870,856	100%			
TOTAL	19,103,461	12,371,238	65%			
EXPENDITURES						
Contingency						
Commissioners				301,079		0%
Leave Payouts				225,220		0%
Labor Agreements				323,034		0%
Transfers Out & Inter-dept.				1,920,498	1,829,338	95%
Debt Service				52,910	44,183	84%
TOTAL				2,822,741	1,873,521	66%
GRAND TOTAL ALL FUNDS & DEPARTMENTS	77,590,017	54,412,606	70%	82,864,589	56,228,851	68%

ISLAND COUNTY

RESTRICTED FUNDS

CURRENT YTD compared to PRIOR YTD

09/30/16

MAJOR REVENUES

9 MONTHS = 75%

NOTE: TOTALS DO NOT INCLUDE LOAN PROCEEDS OR USE OF FUND BALANCE

REVENUE	CURRENT YTD 9/30/2016 2016	% CHG LAST YEAR	CURRENT YEAR BUDGET			PRIOR YTD ACTUAL	
			2016	BALANCE REMAINING	%	2015	2014
SALES TAXES [cash basis]							
THERAPEUTIC SALES TAX	759,030	15%	983,000	223,970	77%	662,213	609,490
JUVENILE DETENTION	759,088	15%	983,064	223,976	77%	662,213	609,490
RURAL COUNTY ECON DEVEL	687,717	14%	892,000	204,283	77%	600,720	550,841
TOURISM (combined 2%)	355,194	27%	416,953	61,759	85%	279,748	246,234
REAL ESTATE EXCISE TAXES	2,599,072	25%	2,500,000	-99,072	104%	2,085,780	1,620,808
CONSERVATION FUTURES PROPERTY TAXES	400,686	2%	678,000	277,314	59%	391,567	379,936
HUMAN SERVICES							
PROPERTY TAXES (aka Millage)							
DEVELOPMENTAL DISABILITIES	77,311	2%	154,000	76,689	50%	76,067	75,117
MENTAL HEALTH	77,311	2%	154,000	76,689	50%	76,067	75,117
VETERANS ASSISTANCE	69,580	100%	149,950	80,370	46%	0	67,744
INTERGOVT (NORTH SOUND MENTAL HLTH)	107,631	100%	0	-107,631	100%	0	0
FEE AFFORDABLE HOUSING	75,045	8%	85,000	9,955	88%	69,557	57,869
FEE HOMELESS HOUSING	396,145	8%	435,000	38,855	91%	367,322	295,770
US HEALTH HUMAN SERVICES	128,009	-46%	239,165	111,156	54%	237,319	178,682
WS DEPT OF COMMERCE	92,642	-42%	251,992	159,350	37%	160,416	106,557
WS DSHS	493,674	22%	744,139	250,465	66%	405,289	466,381
PUBLIC HEALTH							
PERMIT FOOD ESTABLISHMENTS	90,444	-9%	220,000	129,556	41%	99,445	150,363
PERMIT SEPTIC	312,944	0%	258,660	-54,284	121%	269,232	189,733
I-695 REPLACEMENT	99,892	9%	91,892	-8,000	109%	91,892	91,892
LOCAL CAPACITY	87,418	0%	87,418	87,418	100%	87,418	87,418
5930 BLUE RIBBON COMM	75,419	0%	75,419	0	100%	75,419	37,957
US DEPT OF AGRICULTURE	247,118	29%	243,858	-3,260	101%	192,191	118,573
US ENVIRON PROTECTION	157,275	-18%	121,200	-36,075	130%	192,312	160,523
US HEALTH HUMAN SERVICES	105,513	-50%	213,975	108,462	49%	210,538	144,099
WS DEPT OF ECOLOGY	46,208	-40%	85,831	39,623	54%	77,583	95,681
WS DEPT OF HEALTH	24,861	-53%	48,000	23,139	52%	53,370	47,657
NATURAL RESOURCES							
US ENVIRON PROTECTION	258,623	165%	296,240	37,617	87%	97,676	106,471
WS PUGET SOUND PARTNERSIP	27,188	53%	33,324	6,136	82%	17,790	1,661
PUBLIC WORKS							
ROAD PROPERTY TAXES	4,863,315	2%	8,310,308	3,446,993	59%	4,758,149	4,544,368
WS CAPRON	3,149,203	8%	4,500,000	1,350,797	70%	2,913,875	2,665,374
WS MVET	1,325,546	1%	2,196,000	870,454	60%	1,307,000	1,264,414
US DEPT OF TRANSPORTATION (Roads)	422,443	-57%	2,044,500	1,622,057	21%	972,698	2,762,878
US DEPT OF TRANSPORTATION (Trails)	0	-100%	633,900	633,900	0%	6,894	0
WS DEPT OF TRANSPORTATION	332,858	93%	44,000	-288,858	756%	172,349	0
WS COUNTY RD ADMIN BOARD	250,365	0%	946,000	695,635	26%	251,398	305,514
SOLID WASTE TIPPING FEES	5,047,409	8%	5,785,900	738,491	87%	4,684,214	4,375,192
SOLID WASTE SEPTAGE	394,851	5%	450,000	55,149	88%	375,958	342,970
CLEAN WATER UTILITY	933,224	0%	1,466,000	532,776	64%	929,734	882,060
TOTAL REVENUES	25,330,252	6%	36,818,688	11,488,436	69%	23,911,413	23,714,834

ISLAND COUNTY

CURRENT EXPENSE FUND

CURRENT YTD compared to PRIOR YTD

09/30/16

MAJOR REVENUES

9 MONTHS = 75%

NOTE: TOTALS DO NOT INCLUDE LOAN PROCEEDS OR USE OF FUND BALANCE

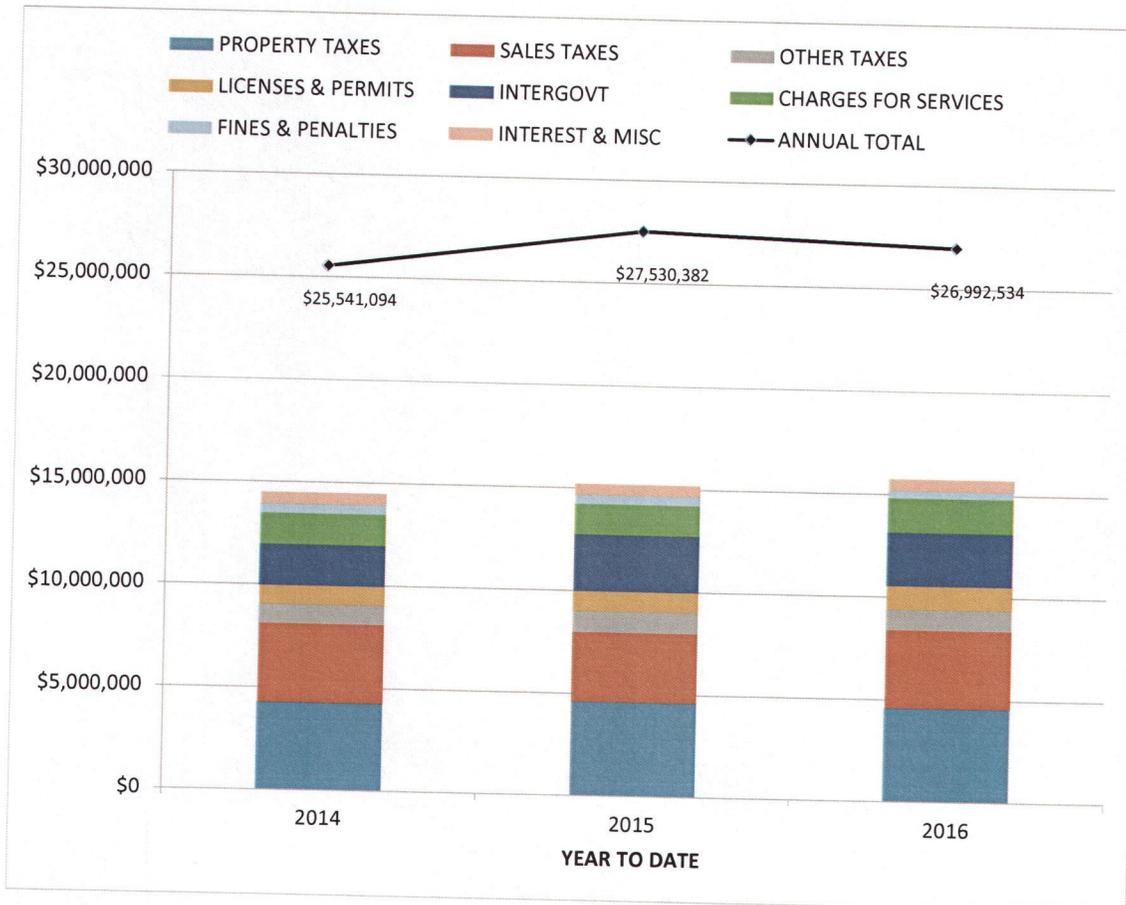
REVENUE	CURRENT YTD 9/30/2016 2016	% CHG LAST YEAR	CURRENT YEAR BUDGET			PRIOR YTD ACTUAL	
			2016	BALANCE REMAINING	%	2015	2014
PROPERTY TAXES	4,393,809	0%	7,840,000	3,446,191	56%	4,393,183	4,108,847
DELINQUENT PROPERTY TAX	194,182	-6%	217,000	22,818	89%	205,878	140,712
PENALTY INTEREST PROPERTY TAX	804,648	-5%	1,049,000	244,352	77%	846,989	801,472
TAX SALES AND USE TAX [CASH BASIS]	4,389,663	12%	5,822,605	1,432,942	75%	3,912,275	3,532,177
TAX SALES CRIMINAL JUSTICE [CASH BASIS]	548,936	15%	600,000	51,064	91%	477,066	437,512
TAX CABLE	0	0%	576,000	576,000	0%	0	0
TAX TREASURER REET COLLECT	154,293	24%	135,000	-19,293	114%	124,087	99,579
INVESTMENT INTEREST	470,499	55%	550,000	79,501	86%	304,061	398,644
INVESTMENT UNREALIZED GAIN/LOSS				0			
PERMIT BUILDINGS	867,769	22%	860,000	-7,769	101%	710,684	654,321
FEE PLAN CHECKING	505,492	29%	489,219	-16,273	103%	392,538	352,290
PERMIT OTHER	42,016	17%	300,000	257,984	14%	36,056	29,650
INTGOVT DISTRICT CT COSTS	190,445	-24%	308,786	118,341	62%	250,742	197,268
INTGOVT JAIL DETENTION	72,801	-5%	90,000	17,199	81%	76,980	70,753
INTGOVT TOC LAW ENFORCEMENT	338,113	-24%	450,917	112,804	75%	442,193	226,223
FEE VEHICLE LICENSE FEES	334,679	4%	400,000	65,321	84%	322,431	296,173
FEE AUDIT RECORDING SVC	163,130	11%	190,000	26,870	86%	147,603	112,492
FEE SUP COURT FILING SVC	58,212	-6%	80,000	21,788	73%	61,794	70,088
FEE SUP COURT CLERK COLLECTIONS	30,695	-31%	73,000	42,305	42%	44,743	59,435
FEE DIST COURT FILING SVC	46,824	-16%	75,000	28,176	62%	55,800	60,737
FINE TRAFFIC DIST CT	265,720	-16%	440,000	174,280	60%	315,306	326,806
SUB-TOTAL	13,871,926	6%	20,546,527	6,674,601	68%	13,120,409	11,975,179
ST ENT CRIMINAL JUSTICE COUNTIES	255,467	-1%	520,000	264,533	49%	258,090	235,826
ST ENT DISTRESSED COUNTY ASSISTANCE	319,605	31%	568,000	248,395	56%	244,316	195,782
ST ENT LIQUOR BOARD	162,379	26%	305,000	142,621	53%	128,605	119,351
ST SH REV PUD PRIVILEGE TAX	140,122	2%	141,000	878	99%	137,550	133,847
SUB-TOTAL	877,573	14%	1,534,000	656,427	57%	768,561	684,806
SG WA DEPT SOCIAL HEALTH SVC	137,809	17%	223,720	85,911	62%	117,426	134,154
SG WA ADMINISTRATOR CRTS	105,142	51%	153,080	47,938	69%	69,726	67,729
IF US ENV PROTECTION	32,780	-75%	52,250	19,470	63%	131,877	0
IF US DEPT HOMELAND SECURITY	92,945	23%	82,515	-10,430	113%	75,545	80,144
IF US DEPT HEALTH HUMAN SVC	58,408	-9%	104,286	45,878	56%	64,242	52,178
SUB-TOTAL	427,084	-7%	615,851	188,767	69%	458,816	334,205
ROAD TRAFFIC SAFETY	825,000	14%	825,000	0	100%	725,000	725,000
TRANSFERS FROM OTHER FUNDS	2,339,028	5%	2,339,028	0	100%	2,233,053	1,973,000
SUB-TOTAL	3,164,028	7%	3,164,028	0	100%	2,958,053	2,698,000
TOTAL REVENUES >= \$100K	18,340,611	6%	25,860,406	7,519,795	71%	17,305,839	15,692,190
OTHER REVENUES <=\$100K	1,683,577	-9%	1,132,128	-551,449	149%	1,849,251	1,609,638
TOTAL REVENUES	20,024,188	5%	26,992,534	6,968,346	74%	19,155,090	17,301,828

ISLAND COUNTY

CURRENT EXPENSE FUND

2016
SEPTEMBER

REVENUES				CHANGE FROM PREVIOUS YEAR	
	2014	2015	2016		
PROPERTY TAXES	\$4,249,559	\$4,599,061	\$4,587,992	-\$11,069	0%
SALES TAXES	3,867,552	3,411,045	3,827,989	416,944	12%
OTHER TAXES	908,862	981,039	968,015	-13,024	-1%
LICENSES & PERMITS	908,634	980,983	1,141,425	160,442	16%
INTERGOVT	2,035,562	2,777,534	2,630,707	-146,827	-5%
CHARGES FOR SERVICES	1,504,502	1,499,112	1,663,419	164,307	11%
FINES & PENALTIES	450,097	412,286	358,997	-53,289	-13%
INTEREST & MISC	572,092	556,106	570,816	14,710	3%
YEAR TO DATE COLLECTED	14,496,860	15,217,166	15,749,360	532,194	3%
% COLLECTED	63%	62%	66%		
INTERDEPT & TRANSFERS	2,702,831	2,959,404	3,164,219	204,815	7%
YEAR TO DATE TOTAL	17,199,691	18,176,570	18,913,579	737,009	4%
ANNUAL TOTAL	\$25,541,094	\$27,530,382	\$26,992,534	-\$537,848	-2%



NOTE: 2015 ACTUALS ARE UNAUDITED.

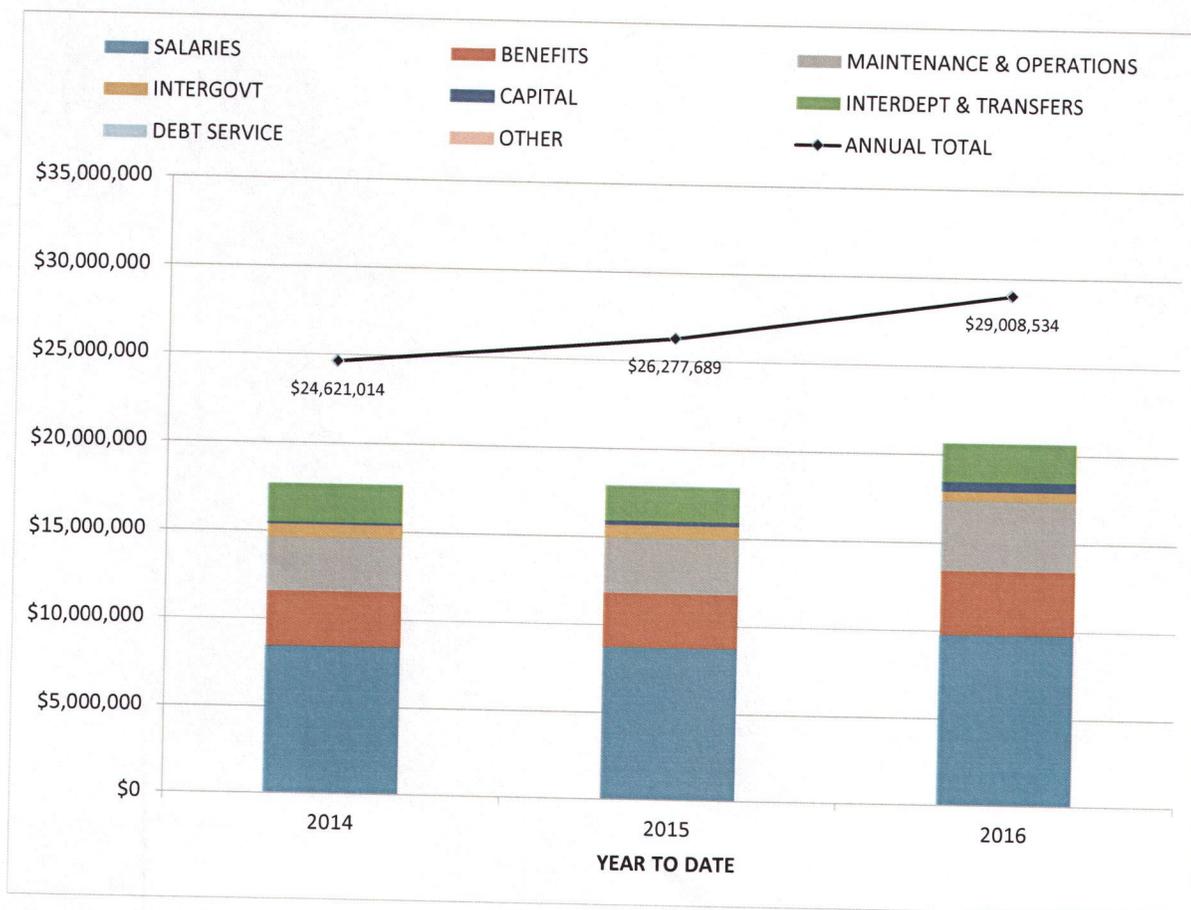
ANNUAL TOTAL FOR 2016 IS TOTAL BUDGETED REVENUES & DOES NOT INCLUDE USE OF FUND BALAN

ISLAND COUNTY

CURRENT EXPENSE FUND

2016
SEPTEMBER

EXPENDITURES				CHANGE FROM PREVIOUS YEAR	
	2014	2015	2016		
SALARIES	\$8,463,937	\$8,749,152	\$9,759,208	\$1,010,056	12%
BENEFITS	3,114,530	3,050,355	3,659,463	609,108	20%
SUB-TOTAL	11,578,467	11,799,507	13,418,671	1,619,164	14%
% RATIO BENEFITS/SALARIES	37%	35%	37%		
MAINTENANCE & OPERATIONS	3,033,165	3,156,639	3,942,857	786,218	25%
INTERGOVT	739,598	721,279	543,076	-178,203	-25%
CAPITAL	151,860	252,220	552,692	300,472	0%
INTERDEPT & TRANSFERS	2,167,608	1,963,668	2,172,689	209,021	11%
DEBT SERVICE	2,619	44,713	44,670	-43	0%
OTHER	0	0	0	0	0%
YEAR TO DATE TOTAL	17,673,317	17,938,026	20,674,655	2,736,629	15%
% EXPENDED	72%	68%	71%		
ANNUAL TOTAL	\$24,621,014	\$26,277,689	\$29,008,534	\$2,730,845	10%



NOTE: 2015 ACTUALS ARE UNAUDITED.
ANNUAL TOTAL FOR 2016 IS TOTAL BUDGETED EXPENDITURES

*Commissioners Office
Work Session
November 2, 2016*

Subject/Description: Consider appointment to Northwest Senior Services
Advisory Board

Attachments: yes

Action Requested:

Follow Up:

Subject/Agenda: Consider appointment to the Planning Commission

Attachment: yes

Action Requested:

Follow up:

Subject/Agenda: Consider appointment to the Solid Waste Advisory Committee

Attachment: yes

Action Requested:

Follow up:

NORTHWEST SENIOR SERVICES ADVISORY BOARD <http://www.nwrcwa.org/nwrc-governing-board/nwssb-advisory-board/>



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

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

POSITION	MEMBER	ORIG. APPT. DATE	TERM EXPIRES
1.	VACANT	11/8/10	06/30/18
2.	Kenneth O'Mhuan	09/11/00	06/30/17
3.	Bob Monize	09/14/09	06/30/19
4.	James Cloore	02/17/16	06/30/19

The Board received two applications for Position #1.

- Wendy Gilbert
- Daniel Sligh

PLANNING COMMISSION, ISLAND COUNTY (RCW 36.70.030)
<https://www.islandcountywa.gov/Planning/Pages/planningcomm.aspx>

All terms are for **four years**, to end on the 2nd day of January of the fourth year. Membership shall consist of nine members, three from each of the three Commissioner Districts, per Ordinance No. C-01-87 adopted January 26, 1987. Planning Commission meets regularly the 2nd and 4th Monday beginning at 2:00 p.m. in the Courthouse Annex Hearing Room, Coupeville.

POSITION	MEMBER	REPRESENTING	ORIG.APPT.DATE	TERM EXPIRES
		COMMISSIONER DISTRICT #1		
1.	Karen Krug		12/22/14	01/02/19
2.	Dean Enell		01/11/10	01/02/18
3.	Val Hillers		03/21/05	01/02/17
		COMMISSIONER DISTRICT #2		
1.	Jeffery D. Wallin		02/11/13	01/02/17
2.	Darin Hand		03/10/15	01/02/20
3.	George Saul		01/03/11	01/02/19
		COMMISSIONER DISTRICT #3		
1.	Beth Munson		01/13/14	01/13/18
2.	Scott Yonkman		01/12/04	01/02/20
3.	James Caspers		12/08/15	01/02/19

George Saul, Position #3, Commissioner District #2 resigned effective 9/30/16. The Board received one application for the position from Brett D'Antonio.

Scott Yonkman, Position #2, Commissioner District #3, would like to step down once a replacement has been found. The Board received one application from Tracy Hunsaker Gilroy.



SOLID WASTE ADVISORY COMMITTEE

<https://www.islandcountywa.gov/PublicWorks/SolidWaste/Pages/Home.aspx>

POSITION	MEMBER	TITLE	REPRESENTING
1.	Richard Hannold	Commissioner	Island County Board of Commissioners
2.	Andrea Krohn Maribeth Crandell- Alt.	Environmental Health Specialist	Island County Health Department
3.	Joantha Guthrie, Chair	Solid Waste Manager	Island County Public Works
4.	David Campbell	Owner, Island Recycling	Industry Representative
5.	Stan Berryman	Public Works Director	City of Langley
6.	Steve Beebe	Solid Waste Manager Cathy Rosen - Alternate	City of Oak Harbor
7.	Willy LaRue	Public Works Director	Town of Coupeville
8.	Diana Wadley	Regional Solid Waste Planner and Grant Officer	Department of Ecology
9.	Kent Kovalenko	Manager, Island Disposal (Waste Connections)	G-Permit Holder
10.	Carlton Paulmier	District Manager, Waste Management – Burlington	G-Permit Holder
11.	Rick Blank	Park Manager	Member-at-Large, North Whidbey
12.	Scott Sebelsky		Member-at-Large, Camano
13.	Sarah Bergquist		Member-at-Large, Whidbey Island
14.	VACANT		Member-at-Large – Central/South Whidbey
15.	VACANT		Agriculture Interests

The Board received one application for Position #14 from Linda Thom.