

## **INTERLOCAL AGREEMENT FOR PROFESSIONAL SERVICES**

THIS Agreement is made and entered into at Friday Harbor, Washington, pursuant to RCW 39.34.080 between San Juan County ("COUNTY"), and Island County through its Human Services Department ("PUBLIC AGENCY").

WHEREAS, the COUNTY desires to enter into an interlocal agreement with the PUBLIC AGENCY to perform certain services and/or tasks set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, the PUBLIC AGENCY represents that the PUBLIC AGENCY is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

### **1. SCOPE OF SERVICES**

The PUBLIC AGENCY shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary, as are designated in the responsibilities of PUBLIC AGENCY throughout this Agreement and as described in Exhibit A, attached and incorporated herein.

### **2. TERM**

The Project shall begin upon the execution of this Agreement and shall be completed no later than **December 31, 2025**.

### **3. COMPENSATION AND METHOD OF PAYMENT**

Payments for services provided shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the COUNTY. No payment shall be made for any service rendered by the PUBLIC AGENCY except for services identified and set forth in this Agreement, including Exhibit A. Fees for services shall be in accordance with the fee schedule attached as Exhibit B and shall not exceed \$ 4400.00.

### **4. ADMINISTRATION.**

This Agreement shall be administered by **San Juan County Health & Community Services**.

3. Standard professional liability insurance covering damages resulting from errors or omissions of the PUBLIC AGENCY or his employees or agents. The limit of liability shall not be less than \$1,000,000 per claim and annual aggregate. Notwithstanding paragraph 5, professional liability insurance is not required to hold harmless or defend the COUNTY for any claim.

4. Statutory workers' compensation insurance and employer's liability insurance to cover employees and volunteers as required by state and federal law.

B. The PUBLIC AGENCY shall provide the COUNTY evidence of insurance in the form of a Certificate of Insurance satisfactory to the COUNTY, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth above. Upon the request of the COUNTY, the PUBLIC AGENCY shall also provide a duplicate (photocopy) of each insurance policy and endorsements noted above and the name, address and telephone number of the broker who issued each one as evidence of coverage. Approval of insurance is a condition precedent to full execution, including continued compensation, of this Agreement. The maintenance of said insurance will not in any manner affect the PUBLIC AGENCY'S obligation to hold harmless and indemnify the COUNTY as provided in this Agreement.

**7. MAINTENANCE AND INSPECTION OF RECORDS**

A. The PUBLIC AGENCY shall maintain books, records and documents, which sufficiently and properly reflect all work related to the performance of the Agreement. In addition, the PUBLIC AGENCY shall maintain all accounting records in a form necessary to assure proper accounting of all funds paid pursuant to this Agreement. All of the above shall be subject at all reasonable times to inspection, review, or audit by the COUNTY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The PUBLIC AGENCY shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The PUBLIC AGENCY agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

**8. EXTRA WORK**

A. The COUNTY may at any time, by written order, make changes within the general scope of the Agreement in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of the Agreement, the COUNTY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the Agreement accordingly.

B. Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.

C. The parties agree that, with the exception of the circumstances set out in RCW 7.04A.230, the arbitrator's decision shall be binding, final and not appealable to any court of law.

D. Each party shall pay its own costs of arbitration including attorneys' fees. The arbitrator's fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.

E. This Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.

**13. WAIVER**

The waiver of, or the failure to take action with respect to, breach of any term, covenant, or condition of the Agreement shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach. All remedies afforded in this Agreement shall be taken as cumulative; that is, in addition to every other remedy provided herein or by law.

**14. SEVERABILITY**

It is understood and agreed by the parties that if any term or provision of this Agreement is held by any court to be illegal or in conflict with any law of the state of Washington, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term, part or provision held to be invalid.

**15. ENTIRE AGREEMENT**

This instrument contains the entire Agreement between the parties and statements, promises, or inducements made by any party or agent of that party that are not contained in this Agreement shall not be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by all parties.

**16. NOTICE**

Notice provided for in this Agreement shall be sent by certified mail to the following addresses designated for the parties.

**Island County through its Human  
Services Department  
PO Box 5000  
Coupeville, WA 98239-5000**

**San Juan County Health & Community  
Services  
PO Box 607  
Friday Harbor, WA 98250**

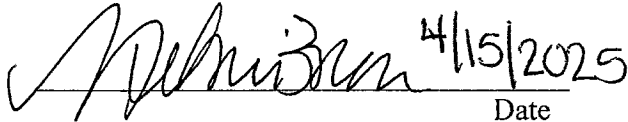
**17. ELECTRONIC SIGNATURE**

The parties agree that this Agreement may be electronically signed, and that electronic signatures appearing on this Agreement have the same force and effect as manual signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

**ISLAND COUNTY THROUGH ITS  
HUMAN SERVICES DEPARTMENT**

Melanie Bacon  
Island County Commissioner

 4/15/2025  
Date

**SAN JUAN COUNTY HEALTH &  
COMMUNITY SERVICES**

Mark Tompkins  
Director

\_\_\_\_\_  
Date

**APPROVED AS TO FORM ONLY:**

Amy S. Vira  
San Juan County Prosecuting Attorney

Reviewed By: *Below review threshold*

**Exhibit A**  
**Scope of Services**

To provide professional development and support for family members and STEPS staff who are serving birth - three age children in San Juan County who are deemed eligible for 0 – 3 services by the Developmental Disabilities Administration.

Administration not to exceed 10%.

## Certificate Of Completion

Envelope Id: 84B9CFC1-9080-4DF0-87C4-9CA91D77D520

Status: Sent

Subject: Complete with Docusign: 25HCxxx Island County Steps-Millage.docx

Source Envelope:

Document Pages: 8

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Deanna Johnson

AutoNav: Enabled

350 Court St Ste 5

EnvelopeId Stamping: Enabled

Friday Harbor, WA 98250

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

deannaj@sanjuancountywa.gov

IP Address: 64.119.6.98

## Record Tracking

Status: Original

Holder: Deanna Johnson

Location: DocuSign

3/26/2025 10:50:22 AM

deannaj@sanjuancountywa.gov

## Signer Events

Jaime Montoya

## Signature

## Timestamp

J.Montoya@islandcountywa.gov

Sent: 3/26/2025 10:52:13 AM

Viewed: 3/26/2025 10:52:55 AM

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Accepted: 3/26/2025 10:52:55 AM

ID: a97ad90d-6a0a-4f9a-8482-c46a989e39dc

mark Tompkins

markt@sanjuancountywa.gov

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Min Jackson

minj@sanjuancountywa.gov

Security Level: Email, Account Authentication  
(None)

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

3/26/2025 10:52:13 AM

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO County of San Juan (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [tonyh@sanjuanco.com](mailto:tonyh@sanjuanco.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO County of San Juan as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO County of San Juan during the course of your relationship with Carahsoft OBO County of San Juan.

