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WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES Contracts and Procurement Division **Employee Assistance Program** P.O. Box 41411 Olympia, WA 98504-1411	**INTERAGENCY AGREEMENT**	
	IAA No.:	**K10649**
PORT OF CAMAS-WASHOUGAL 24 South A Street Washougal, WA 98671	Effective Date:	**October 1, 2026**

INTERAGENCY AGREEMENT

BETWEEN

PORT OF CAMAS-WASHOUGAL

AND

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES
EMPLOYEE ASSISTANCE PROGRAM

Pursuant to RCW Chap. 39.34 and RCW 41.06.080, this Interagency Agreement ("Agreement") is made and entered into by and between the State of Washington acting by and through the Employee Assistance Program ("EAP") of the Department of Enterprise Services ("Enterprise Services"), a Washington State governmental agency and Port of Camas-Washougal ("Client Organization"), a Washington State institution and is dated and effective as of **October 1, 2026.**

RECITALS

A. The Washington State Legislature has authorized Enterprise Services to administer the Washington State Employee Assistance Program. *See* RCW 41.04.720.

B. Enterprise Services, through its Employee Assistance Program, has dedicated professional team members and resources, including contracted resources, to provide a robust employee assistance program on an enterprise basis, which leverages state resources in a cost-effective and efficient manner.

C. Client Organization desires to contract with Enterprise Services for employee assistance services through its Employee Assistance Program.

D. The purpose of this Agreement is to establish the terms and conditions pursuant to which Enterprise Services will provide the requisite employee assistance services to Client Organization such that both Client Organization and Enterprise Services can help deliver cost-effective, efficient solutions for Washingtonians.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

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PURPOSE: The purpose of the Agreement is to allow the Enterprise Services Employee Assistance Program (EAP) to provide employee assistance services to Client Organization's employees as described in Section 1.0, *Scope of Services*, in return for financial compensation.

1. SCOPE OF SERVICES.

1.1 Client Organization Employees

The following Client Organization employees are covered by this Agreement:

- **28** = Total number of covered employees, which consists of:
  - 25 Full-time Employees
  - 3 Commissioners

The following Client Organization employees are *not* covered by this Agreement:

- Seasonal Employees

1.2 EAP Counseling Services

1.2.1 EAP shall provide EAP Counseling services to management-referred or self-referred employees, and their adult household family members. For a Counseling case, the client is assigned an EAP provider who conducts an EAP Assessment in person, through virtual communication/telehealth, or by telephone over 1-3 sessions, which may include problem assessment, short-term problem-solving, support and guidance, development of an action plan, referrals, resources, and follow-up services as necessary. Each time a new problem arises and a client uses EAP Counseling services, a new Counseling case is created.

1.2.2 EAP will inform Client Organization management of employee compliance with formal supervisory and/or formal human resources referrals in accordance with RCW 41.04.730 and the EAP confidentiality policy. Formal referrals are those referrals in which EAP has been notified in advance by the supervisor or human resources professional that the employee has been referred for job performance problems. Self-referrals are confidential as outlined in the EAP confidentiality policy.

1.3 24/7 Telephone Support Services

EAP provides access to telephonic EAP support and crisis counseling services 24 hours/day, 7 days/week. The services are provided by EAP staff, or if staff are not immediately available, through an after-hours clinical answering service that can be reached through EAP's primary phone line.

1.4 Organizational Services

EAP shall provide the following Services: Management Consultation, Educational and Promotional Services, and Critical Incident Response.

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1.4.1 Management Consultation

EAP offers management consultation services to Client Organization's supervisors, managers, leaders, and human resource professionals to assist in the development of management skills or to assist with how to handle a particular situation with an employee or within the organization.

1.4.2 Educational and Promotional Services

EAP offers educational and promotional services to Client Organization, which may include Presentations, Trainings, or tabling at Health/Wellness/Benefits Fairs, delivered as follows:

i Webinars Offered to the Public:

Client Organization's employees may participate in any presentations and trainings offered by EAP via webinar, subject to space available.

ii . Group Educational and Promotional Services:

a. EAP offers various group educational and promotional services, including presentations on EAP's current list of offerings and participation in health/benefit fairs. Group educational and promotional services could be provided virtually or on-site.

As noted below, based on the number of covered employees, this Agreement includes a number of group hours that Client Organization may use toward scheduling virtual and on-site group educational/promotional services, at mutually agreed upon dates and times and at no additional charge except as provided below. A "group hour" is defined as one EAP provider delivering either one hour of presentation time or two hours of tabling time at a health/benefit fair. Group hours are to be used in 0.5 hour increments. Group hours are prorated for Agreements that are shorter than 24 months:

- up to 249 employees: group hours not included in rate,
- 250 to 499 employees: 2 group hours per biennium,
- 500 to 999 employees: 4 group hours per biennium,
- 1,000 to 2,999 employees: 6 group hours per biennium,
- 3,000 to 4,999 employees: 10 group hours per biennium,
- 5,000 or more employees: 16 group hours per biennium.

b. Requests for Group Educational/Promotional Services: In the event that Client Organization requests group educational and promotional services within EAP's scope and expertise, EAP may offer group educational and promotional services on an as-available basis and at EAP's discretion. At Client Organization's request, EAP will provide an estimate that includes the time needed and total cost to provide the requested services, including preparation, delivery of services and post-service delivery tasks. The hourly

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rate for EAP group educational and promotional services is $130 per hour plus full travel costs in accordance with published Office of Financial Management travel and per diem rates.

1.4.3 Critical Incident Response Services

A critical incident is a sudden, unexpected event that significantly interferes with normal workplace functioning and is beyond the norm of what usually happens in that workplace, such as: traumatic death of an employee, violent event or threat of violent event at the workplace, serious workplace accident, natural disaster, or substantial layoff/downsizing.

EAP offers group critical incident response services on an as-available basis at a fee-for-service rate of $130.00 per service hour plus $130.00 per hour of travel. A "service hour" is defined as one EAP provider delivering one hour of critical incident response services for one site.

These services are provided on an "as available" basis. In the unlikely event that EAP is unable to provide rapid and appropriate response, EAP will decline the request and provide a listing of independent, trained and qualified providers to Client Organization. It is the Client Organization's responsibility to negotiate services and payment to those providers.

1.4.4 Services Outside of Scope

Services outside of EAP's scope include but are not limited to: mediation, team building, organization development (OD), fitness for duty exams, and employee evaluations by a substance abuse professional (SAP). As appropriate, EAP will provide assessment, consultation and referral services.

1.5 Work/Life Resources

1.5.1 Access Work/Life Resources by logging into the Work/Life Resources website: to login, enter Client Organization's unique Org Code: **PORTCW**

1.5.2 Legal/Financial Benefit: 24/7 access to legal and financial consultants via toll-free phone to provide resources for issues including but not limited to separation, debt, or adoption needs, with the exception of those involving disputes or actions between an employee/dependent and their employer or EAP or for business issues. These services can be accessed by covered employees and their adult family household members.

i. The Legal Benefit allows participants to
   1. Speak with a legal consultant who gathers information regarding the client's legal concern and determines which legal benefit best suits the client's needs: telephonic advice or local attorney referral.
   2. Receive telephonic advice from a general practice attorney, or referral to a local attorney with the appropriate expertise for a free half-hour consultation. If additional assistance is required, in most cases the local

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attorney will offer a discount to their hourly fees. Beyond the initial 30-minute free consultation, negotiation of fees, number and duration of contacts shall be a matter between the Participant and the attorney.

ii. The Financial Benefit allows participants to access a program of comprehensive financial support services including:

1. Access to financial counseling services, including an appointment for a detailed telephonic consultation.
2. There is no limit to the length of the consultation or restrictions on repeated use of the service.

1.5.3 Employee Support Website: Online access to a wide range of resources regarding work and life topics for employees and their families, which includes:

- Access to work-life content including information and resources to address emotional wellbeing, health and wellness, and workplace issues, as well as child care, elder care, adoption, education, legal, and financial needs. Content type including articles, resource links, financial calculators, searchable databases, audio and video files, and ready-to-use/DIY legal forms.
- A diverse library of webinars and eLearning options, with a new online seminar added every month.

1.6 EAP Access by Client Organization:

All EAP services may be accessed by Client Organization or its employees via the EAP website at www.eap.wa.gov, or by calling EAP at 877-313-4455 tollfree or 360-407-9490. Client Organization can refer either through the supervisory process or through employee self-referral. Employee assistance services are also offered to adult household family members of the above covered employees.

Human resource managers and officers, managers, and supervisors may refer employees to EAP for assistance for job performance and job-related behavioral problems or to fulfill an employee's request for assistance. Additionally, employees may come to EAP voluntarily or self-refer for assistance.

1.7 Program Promotion:

EAP furnishes unlimited promotional materials in print-ready digital format as requested, such as brochures and flyers. EAP regularly emails promotional information to staff designated by Client Organization. Client Organization will disseminate promotional information and materials to employees and promote the use of EAP. Client Organization may request EAP to attend health fairs and benefits fairs as available and in accordance with available group hours as listed in section 1.4.2.

2. PERIOD OF PERFORMANCE.

Subject to its other provisions, the period of performance of this Agreement shall commence on **October 1, 2026,** and be completed on **June 30, 2027,** unless terminated sooner as provided in

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this Agreement, or extended through a properly executed amendment.

3. COMPENSATION.

Compensation for the services provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for service(s) shall be based on the following rates:

3.1 Client Organization shall pay EAP the sum of **$750.00**, the contract minimum rate to cover up to 42 employees for the contract period, for the performance of all things necessary for or incidental to the work as set forth in Section 1.0, *Scope of Services*, of this Agreement.

3.2 On October 1, 2026, Enterprise Services shall submit an invoice to Client Organization in the amount of **$750.00**, as stated in Section 3.1 above. Client Organization shall make payment by check, warrant or account transfer within 30 days of receipt of the invoice. Costs for additional services and associated travel costs in accordance with Sections 1.4.2 and 1.4.3 above will be billed by Enterprise Services per occurrence, if any.

4. FUNDING CONTINGENCY.

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited to the Client Organization in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, Client Organization may:

a. Terminate this Agreement with ten (10) days advance notice. If this Agreement is terminated, the Client Organization shall be liable only for performance rendered or costs incurred by the Agency, on a prorated basis, in accordance with the terms of this Agreement prior to the effective date of termination. Agency shall refund any prorated unused prepaid amount.

b. Renegotiate the terms of the Agreement under those new funding limitations and conditions,

c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables, or

d. Pursue such other alternative as the parties mutually agree to writing.

5. AGREEMENT MANAGEMENT.

The parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Agreement, each of whom shall be the principal contact for business activities under this Agreement. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

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Enterprise Services
Attn: Randee Gibbons
EAP Customer Experience Manager
Employee Assistance Program
Washington Dept. of Enterprise Services
PO Box 47540
Olympia, WA 98504-7540
Tel: 360.407.9493
Email: randee.gibbons@des.wa.gov

Client Organization
Attn: Nichole Chambers
Contract Manager
Port of Camas-Washougal
24 South A Street
Washougal, WA 98671
Tel: 360.335.3678
Email: Nichole@portcw.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission, to the designated email address of said addressee.

The Client Organization representative shall be responsible for working with EAP, approving billings and expenses submitted by EAP, and accepting any reports from EAP.

The EAP representative shall be the contact person for all communications regarding the conduct of work under this Agreement.

6. INDEPENDENT CAPACITY.
The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

7. TERMINATION FOR CAUSE.
If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

8. WAIVER.
A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

9. SEVERABILITY.
If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

10. RECORDS RETENTION.

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a. AGREEMENT AVAILABILITY. Prior to its entry into force, this Agreement shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.

b. RECORDS RETENTION. Each party shall each maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

c. PUBLIC INFORMATION. This Agreement and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act, without first providing notice to the other party within ten (10) business days of the receipt of the request. The parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.

11. RESPONSIBILITY OF THE PARTIES.

Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.

12. DISPUTE RESOLUTION.

The parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall abide by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties hereto.

13. TERMINATION FOR CONVENIENCE.

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Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

14. SITE SECURITY.

While on Enterprise Services/EAP premises, the Client Organization, its agents, employees, or Subcontractors shall comply with the Enterprise Services/EAP security policies and regulations.

15. GENERAL PROVISIONS.

a. COMPLIANCE WITH LAW. The Parties shall comply with all applicable law.

b. INTEGRATED AGREEMENT. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.

c. AMENDMENT OR MODIFICATION. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.

d. AUTHORITY. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

e. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.

f. GOVERNING LAW. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.

g. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.

h. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Agreement in their entirety.

i. CAPTIONS & HEADINGS. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.

j. ELECTRONIC SIGNATURES. A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

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k. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

16. ALL WRITINGS CONTAINED HEREIN.

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

EXECUTED AND EFFECTIVE as of the day and date first above written.

PORT OF CAMAS-WASHOUGAL **A WASHINGTON STATE INSTITUTION**	**STATE OF WASHINGTON** **DEPARTMENT OF ENTERPRISE SERVICES**
By: Trang Lam	By: Randee Gibbons
Title: Executive Director	Title: EAP Customer Experience Manager
Signature: Signed by: Marlo Maroon FAE23E7EF58C408...	Signature: Randee Gibbons
Date: 9/24/2026	Date: 9/22/2026

For Trang Lam, Executive Director