



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Apple Martine, Public Health Director
Denise Banker, Community Health Director

DATE: June 12, 2023

SUBJECT: Agenda item – Interlocal Agreement with Quilcene School District #48;
9/1/2023 – 8/31/2024; \$23,140.00

STATEMENT OF ISSUE:

Jefferson County Public Health, Community Health Division, requests Board approval of the Interlocal Agreement with Quilcene School District #48; 9/1/2023 – 8/31/2024; \$23,140.00

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

The purpose of this Agreement is to authorize the Parties to cooperate to provide Student Assistance Professional services to increase substance use prevention and mental health support for students of the Quilcene School District.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

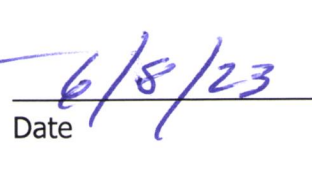
Quilcene School District will receive \$23,140.00 in funds for the purpose of contributing matching funds to OESD 114 to continue Student Assistance Professional services.

RECOMMENDATION:

JCPH management requests approval of the Interlocal Agreement with Quilcene School District #48; 9/1/2023 – 8/31/2024; \$23,140.00

REVIEWED BY:


Mark McCauley, County Administrator


Date 6/8/23

INTERLOCAL AGREEMENT
Quilcene School District #48 and Jefferson County Public Health

This Agreement (this “Agreement”) is made and entered into by and between Quilcene School District #48 (“the District”), and Jefferson County, a political subdivision under the laws of the State of Washington (“Jefferson County”), (collectively, the “Parties”).

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington (“RCW”) provides for interlocal cooperation between governmental agencies; and

WHEREAS, pursuant to RCW 39.34.080, a public agency may contract with another public agency to perform any governmental service, activity, or undertaking which each public agency is authorized to perform by law, provided that the contract shall be approved by the governing body of each Party to the contract and the contract sets forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting Parties; and

WHEREAS, it is in the best interest of the Parties to cooperate to promote lifelong wellness and increase access to high-quality, comprehensive behavioral health services and education in a safe, nurturing environment that serves the unique needs of the District’s students; and

WHEREAS, Jefferson County, by and through its Jefferson County Public Health department, maintains and operates Community Prevention and Wellness Initiative (“CPWI”) coalitions in each of Jefferson County’s school districts for the benefit of students of Jefferson County; and

WHEREAS, the District desires to support the Student Assistance Professional in compliance with CPWI services provided to the District under cooperative services agreement enter into with Olympic Educational Services District, 114 (“OESD 114”) for CPWI Student Assistance Professional services,

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

The District will receive \$23,140.00 in funds that shall be expended for the purpose of contributing matching funds to OESD 114 to continue Student Assistance Professional services in the District, as put forth in its Cooperative Services Agreement, appendix J, 2023-2024 Cooperative Services Agreement, OESD 114 attached below (Attachment 1).

1. Purpose. The purpose of this Agreement is to authorize the Parties to cooperate to provide Student Assistance Professional services to increase substance use prevention and mental health support in the District for Jefferson County school students by collaborating in the state’s CPWI program.

2. Term. This Agreement shall commence on September 1, 2023 (the “Commencement Date”) and shall remain in effect through August 31, 2024 or until terminated by either party pursuant to Paragraph 6.

3. No Separate Legal Entity or Relationship. This Agreement shall not be construed to create or authorize any separate legal entity or joint venture of any kind to conduct the undertakings in this Agreement. The Parties are and shall remain independent of each other.

4. Filing with the Jefferson County Auditor. An executed copy of this Interlocal Agreement shall be filed as required by RCW 39.34.040 prior to this Agreement becoming effective.

5. Risk Allocation, Including Hold Harmless and Indemnity.

a. The County shall defend, indemnify and hold the District harmless from any and all claims, injuries, damages, losses or suits including attorney fees, in association with this Interlocal Agreement, except for injuries and damages caused by the sole negligence of the District. Should a court of competent jurisdiction determine that 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 District and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the County's liability, including the duty and cost to defend, hereunder shall be only to the extent of their negligence. This waiver has been mutually negotiated by the Parties.

b. The District shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any and all claims, injuries, damages, losses or suits including attorney fees, in association with this Interlocal Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that 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 District and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the District's liability, including the duty and cost to defend, hereunder shall be only to the extent of their negligence. This waiver has been mutually negotiated by the Parties.

c. In the event of any concurrent act or omission of the Parties and their officers, officials, employees, agents and volunteers, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of the comparative liability of each party and its officers, officials, employees, agents or volunteers.

d. Neither Party assumes responsibility to any other party for the consequences of any act or omission of any person or entity not a Party to this Agreement.

e. The provisions of this Paragraph 5 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

6. Termination. This Agreement may be terminated at any time by either Party for any reason, with or without cause, upon thirty (30) days' advance notice. Notice under this paragraph must be in writing to be effective. In the event of termination under this clause, the Contractor shall be liable for only payment for services rendered prior to the effective date of termination.

7. Compliance with Laws. Each Party accepts responsibility for its own compliance with federal, state, or local laws, and regulations.

8. Governing Law. This Agreement shall be governed by and construed according to the laws of the state of Washington. Venue for any dispute related to this Agreement shall be in Jefferson County, Washington.

9. Administrators. The administrators of this Agreement are:

a. County:

Community Health Division Director of Jefferson County Public Health
Jefferson County
615 Sheridan Street
Port Townsend, WA 98368
Phone: (360) 385-9400

b. The District:

Superintendent
Quilcene School District #48
294715 US-101
Quilcene, WA 98376
Phone: (360) 765-3363

10. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.

11. Public Records Act. Each party shall be responsible for its own compliance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended). This Agreement, once executed, will be a "public record" subject to production to a third party if it is requested under the Chapter 42.56 RCW.

12. Limits of Any Waiver of Default. No consent by either Party to, or waiver of, a breach by either Party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either Party. No term or provision of this Interlocal Agreement will be considered waived by either Party, and no breach excused by either Party, unless such waiver or consent is in writing signed on behalf of the Party against whom the waiver is asserted. Failure by a Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

13. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

14. No Assignment, Sale or Transfer. No Party may sell, transfer, or assign any rights or benefits under this Agreement without the written approval of all the Parties.

15. No Third-Party Beneficiaries. The Parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a Party.

16. Modification of Agreement. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of all the Parties.

17. Signature in Counterparts. The Parties agree that separate copies of this Agreement may be signed by each of the Parties and this Agreement shall have the same force and effect as if all the Parties had signed the original.

18. Arms-Length Negotiations. The Parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.

19. Entire Agreement. The Parties agree that:

a. This Agreement contains all the agreements of the Parties with respect to any matter covered or mentioned in this Agreement.

b. No representation or promise not expressly contained in this Agreement has been made.

c. The Parties are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not expressly contained in this Agreement.

d. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

JEFFERSON COUNTY WASHINGTON

QUILCENE SCHOOL DISTRICT #48

Board of County Commissioners
Jefferson County, Washington

By: _____
Greg Brotherton, Chair Date

By: _____
Signature

By: _____
Kate Dean, Commissioner Date

Name: _____

Title: _____

By: _____
Heidi Eisenhour, Commissioner Date

Date: _____

SEAL:

ATTEST:

Carolyn Gallaway, Date
Clerk of the Board

Approved as to form only:

 June 7, 2023

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney