



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

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Denise Banker, Community Health Director
Ocean Mason, Communicable Disease Lead

DATE: August 7, 2023

SUBJECT: **MOTION** to Rescind Agreement – Interlocal Agreement with Clallam County Health and Human Services to cooperate in Jefferson County Public Health's Harm Reduction Program; April 3, 2023 until terminated; \$0.00

STATEMENT OF ISSUE:

Jefferson County Public Health (JCPH), Community Health Division, requests Board to rescind Interlocal Agreement with Clallam County Health and Human Services (CCHHS) to cooperate in JCPH's Harm Reduction Program; April 3, 2023 until terminated; \$0.00

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

In order to enhance JCPH's harm reduction program for the benefit of people using drugs, CCHHS is agreeing to share with JCPH its mobile drug checking equipment and staff, to be operated at locations within Jefferson County.

This contract was signed by Jefferson County, but never by Clallam County. On following up re: receipt of executed copy, Contracts Administrator was informed that the service Jefferson County was to share with Clallam County is no longer provided by Clallam County, therefore no sharing.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This agreement involved no financial commitment.

RECOMMENDATION:

JCPH management requests Board to rescind Interlocal Agreement with CCHHS to cooperate in JCPH's Harm Reduction Program.

REVIEWED BY:

 8/1/23

Mark McCauley, County Administrator Date

INTERLOCAL AGREEMENT
Clallam County Health and Human Services and Jefferson County Public Health

This Interlocal Agreement (the "Agreement") is made and entered into by and between Clallam County Health and Human Services ("Clallam County"), 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 citizens of the Parties' respective jurisdictions that the Parties cooperate to promote lifelong wellness and increase access to high-quality, comprehensive health services and education in a safe, nurturing environment that serves the unique needs of people who use drugs; and

WHEREAS, Jefferson County, by and through its Jefferson County Public Health department, maintains and operates a syringe services and harm reduction program ("the Program") for residents of Jefferson County; and

WHEREAS, the Clallam County desires to support for the limited purpose of enabling the Jefferson County to provide drug checking services utilizing Clallam County's equipment;

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:

1. Purpose. The purpose of this Agreement is to authorize the Parties to cooperate to support and increase harm reduction services for people who use drugs in Jefferson County by collaborating on drug checking services.

2. Term. This Agreement shall commence on April 3, 2023 (the "Commencement Date") and shall remain in effect until terminated by either party pursuant to Paragraph 7.

Any work completed in compliance with this contract between April 3, 2023 and the time this contract is fully executed is hereby ratified.

3. Manner of use: Clallam County Drug Testing Equipment

a. Jefferson County shall be solely and fully responsible for owning, operating, managing, hiring, staffing, insuring, setting policies and procedures for, and complying with all

applicable federal, state and local laws and regulations related to syringe services / harm reduction programing. No person utilizing the services of the Program will be considered a patient of the Clallam County or its employees or agents. Clallam County shall have no responsibility or authority at any time to direct or control the provision of any services by any party connected to the Program.

b. Clallam County shall have no obligation or liability whatsoever for the Jefferson County Syringe Services and Harm Reduction Program

4. 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 hereto are and shall remain independent of each other.

5. 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.

6. Risk Allocation, Including Hold Harmless and Indemnity.

a. Jefferson County shall indemnify, defend and hold harmless Clallam County, its commissioners, officers, agents, and employees from and against any and all claims, lawsuits, demands for money damages, losses, expenses, or liability, or any portion thereof, including attorney's fees and costs, arising out of or related to Jefferson County's performance or failure to perform its responsibilities under this Agreement, including from any injury to any person or persons (including death or injury to any person or entity or damage to property) if said injury is alleged or proven to have been caused in whole or in part by the negligent or willful acts or omissions of Jefferson County or its employees, officers, agents, representatives and/or affiliates.

b. 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.

c. Jefferson County shall obtain and keep in force at all times during the Term of this Agreement, and as otherwise required:

- i. Commercial Automobile Liability insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of Jefferson County's duties and responsibilities under this Agreement, for a combined single limit of not less than \$300,000 each occurrence; and
- ii. Membership in the Washington Counties Risk Pool; and
- iii. Jefferson County shall participate in the Worker's Compensation and Employer's Liability Insurance program as may be required by the State of Washington.

d. The provisions of this Paragraph 6 shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

7. 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.

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

9. 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.

10. Administrators. The administrators of this Agreement are:

a. County:

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

b. Clallam County

Chief Executive Officer
Clallam County Health and Human Services
111 E. 3rd St
Port Angeles, WA 98362
Phone: (360) 417-2303

11. 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.

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.

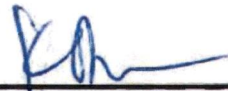
(SIGNATURES FOLLOW ON THE NEXT PAGE)

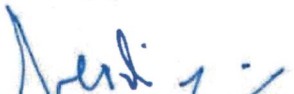
SIGNATURE PAGE

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By:  4/17/23
Greg Brotherton, Chair Date

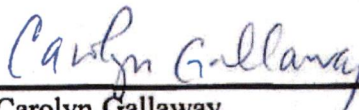
By:  4/17/23
Kate Dean, Commissioner Date

By:  4/17/23
Heidi Eisenhour, Commissioner Date

SEAL:



ATTEST:

 4/17/23
Carolyn Gallaway, Date
Clerk of the Board

Approved as to form only:

 04/05/2023
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

**CLALLAM COUNTY HEALTH AND
HUMAN SERVICES**

By: _____
Signature

Name: _____

Title: _____

Date: _____