



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

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Pinky Feria Mingo, Environmental Health and Water Quality Director
Tami Pokorny, Natural Resources Program Coordinator

DATE: November 13, 2023

SUBJECT: INTERLOCAL AGREEMENT: Regarding Clallam County and Jefferson County
North Pacific Coast MRC Implementation, July 1, 2023 – June 30, 2025

STATEMENT OF ISSUE:

Public Health requests approval of an agreement re: Clallam County and Jefferson County North Pacific Coast Marine Resources Committee (NPC MRC) Implementation.

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

Jefferson County received funding from WDFW to coordinate the NPC MRC in partnership with Clallam County. An Interlocal Agreement will provide pass through funds for their representative to prepare for and attend monthly NPC MRC meetings, attend the annual Coast MRC Program Summit, and participate in outreach events through June of 2025. The NPC MRC promotes awareness and stewardship of coastal ecosystems and natural resources of western Clallam and Jefferson Counties.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

The costs for approving this agreement are paid for by WDFW #23-23412. There is no impact to the General Fund.

RECOMMENDATION:

JCPH Management recommends that the BoCC approve the agreement re: Clallam County and Jefferson County North Pacific Coast MRC Implementation.

REVIEWED BY:


Mark McCauley, County Administrator

11/13/23

Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Clallam County

Contract No: WQ-23-074

Contract For: Coastal MRC Implementation

Term: 7/1/2023 - 6/30/2025

COUNTY DEPARTMENT: Environmental Health
Contact Person: Tami Pokorny
Contact Phone: X498
Contact email: tpokorny@co.jefferson.wa.us

AMOUNT: _____
Revenue: _____
Expenditure: _____
Matching Funds Required: _____
Sources(s) of Matching Funds: _____
Fund #: _____
Munis Org/Obj: _____

PROCESS:

☒ Exempt from Bid Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☐ Small Works Roster
☐ Vendor List Bid
☐ RFP or RFQ
☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒


Signature

Oct. 26, 2023
Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒


Signature

Oct. 26, 2023
Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 10/30/2023.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 11/2/2023.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL



**Interlocal Agreement
Regarding Clallam County and Jefferson County
North Pacific Coast MRC Implementation**

WHEREAS, Chapter 36.125 RCW provided authority for the Washington Department of Fish and Wildlife (WDFW) to create a new program to provide support for the development, administration, and coordination of coastal Marine Resources Committees (MRCs) and MRC-sponsored projects that benefit coastal and marine resources; and

WHEREAS, Clallam County and Jefferson County approved a joint resolution on September 15, 2009 to form the North Pacific Coast Marine Resources Committee (NPC MRC) under Chapter 36.125 RCW; and

WHEREAS, the Washington Department of Fish and Wildlife (WDFW) has contracted with Jefferson County (WDFW #23-23412) to implement the North Pacific Coast Marine Resources Committee; and

WHEREAS, the Interlocal Cooperation Act (Chapter 39.34 RCW) provides authority for governmental entities to exercise their respective powers jointly through intergovernmental agreements;

NOW, THEREFORE, it is mutually agreed that:

Jefferson County contracts with Clallam County to participate with Jefferson County in meetings and educational outreach activities to support the North Pacific Coast Marine Resources Committee, as outlined in the attached scope of work (Exhibit A), consistent with the grant contract between Jefferson County and the Department of Fish and Wildlife # 23-23412 and Jefferson County will compensate Clallam County up to the sum of \$10,000.00 in fiscal years 2023-2025 for the activities and products detailed in Exhibit A.

Each of the Counties will name an administrator for this Agreement who will also represent that County on the Committee. Their names and job titles are listed here:

Rebecca Mahan, Clallam County Habitat Biologist/MRC Coordinator
Tami Pokorny, Jefferson County Natural Resources Program Coordinator

Any personal property purchased or leased by a County and used in furtherance of this Agreement shall remain the property of the purchasing or leasing County or with the State of Washington consistent with WDFW #23-23412.

Jefferson County will be responsible for maintaining the NPC MRC roster with the exception of the Clallam County administrator named above and the three local residents from Clallam County which will be appointed by Clallam County. Jefferson County and Clallam County will

coordinate to ensure that the voting membership, to include a total of six local residents, three from each county, represent all four of the following categories:

- Conservation/Environmental Groups
- Recreational Groups
- Economic Groups
- Scientific Community

This agreement will terminate no later than June 30, 2025. Both parties may terminate this agreement upon 30 days' notice to the director of Clallam County Community Development or the director of Jefferson County Public Health for any reason.

To the extent of its comparative liability, each County agrees to indemnify, defend and hold the other County, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A County shall not be required to indemnify, defend, or hold the other County harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other County.

In the event of any concurrent act or omission of the Counties, negligent or otherwise, these indemnity provisions shall be valid and enforceable only to the extent of each County's comparative liability.

The Counties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Counties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

If mutual indemnification language is used and includes a "waiver" of immunity under the Washington State Industrial Insurance Act, RCW Title 51 or other workmen's compensation, disability or benefit acts, the following language should be used to maintain basic workmen's compensation protection for the County:

The indemnification obligations of the Counties shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each County hereby expressly waives any immunity afforded by such acts to the extent required by a County's obligations to

indemnify, defend and hold harmless the other County. A County's waiver of immunity does not extend to claims made by its employees directly against the County as employer. The foregoing indemnification obligations of the Counties are a material inducement to enter into this Agreement and have been mutually negotiated.

This agreement may be amended by the mutual written agreement of both parties. The basis for amending or terminating this agreement may be an increase or decrease in project funding, addition of required tasks not addressed in this agreement, or other items affecting the planning process required under Chapter 36.125 RCW.

The effective date of this agreement shall be July 1, 2023. This document may be executed in counterparts, each of which will have the same force and effect of the original.

SIGNED this _____ day of _____, 2023.

JEFFERSON COUNTY	CLALLAM COUNTY
DATE: _____	DATE: _____
BY: _____ Greg Brotherton, Chair,	BY: _____
POSITION: <u>Bd. of County Commissioners</u>	POSITION: _____
BY: _____ Kate Dean, Commissioner	BY: _____
POSITION: _____	POSITION: _____
BY: _____ Heidi Eisenhour, Commissioner	BY: _____
POSITION: _____	POSITION: _____
APPROVED AS TO FORM:	APPROVED AS TO FORM:
By:  November 2, 2023 Philip C. Hunsucker, Date Chief Civil Deputy Prosecuting Attorney	

Exhibit A Scope of Work
North Pacific Coast Marine Resources Committee (MRC)

The following are tasks in contract WDFW Contract #23-23412 that require joint actions of both Jefferson and Clallam counties, and for which Clallam County will be compensated in the total amount of \$10,000.00 during 2023-2025.

Jefferson County Estimated Allocation	
(WDFW Contract #23-23412)	
	<u>Amount</u>
Payroll and Travel	\$ 10,000.00
Supplies	\$ 00.00
TOTAL:	\$ 10,000.00

Task 1: Two-County Partnership

Deliverable 1(a): Participate in the development of an inter-local agreement (ILA) to formalize the two-county partnership for the NPC MRC.

Deliverable 1(b): When scheduling allows, attend monthly MRC meetings in Forks, or by video or phone conference, the annual Coastal MRC Summit, and any other coastal MRC related meetings or events that may be scheduled.

Deliverable 1(c): Participate in the development and implementation of annual MRC outreach events.