



2C  
10/6/20

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

334.20.057

**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 #19-14171) 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 #19-14171 and Jefferson County will compensate Clallam County up to the sum of \$8,500.00 in fiscal years 2019-2021 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:

Helle Andersen, Clallam County Natural Resources Project 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 #19-14171.

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, 2021. 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, 2019. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified. This document may be executed in counterparts, each of which will have the same force and effect of the original.

SIGNED this 8<sup>th</sup> day of September, 2020.

**(SIGNATURES FOLLOW ON THE NEXT PAGE)**

**SIGNATURE PAGE**

CLALLAM COUNTY

Board of Clallam County Commissioners

Name of Contractor

namozias

Contractor Representative (print name)

Signature

[Signature] 10/6/20

Title

Chair

JEFFERSON COUNTY  
BOARD OF COMMISSIONERS

[Signature]  
Greg Brotherton, Chair

Approved telephonically  
David Sullivan, Member

[Signature]  
Kate Dean, Member

ATTEST:

By: [Signature]  
Carolyn Gallaway, Deputy Clerk of the Board

APPROVED AS TO FORM ONLY:

By: [Signature] 9/3/2020  
Philip C. Hunsucker  
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 #19-14171 that require joint actions of both Jefferson and Clallam counties, and for which Clallam County will be compensated in the total amount of \$8,500.00 during 2019-2021.

<b>Jefferson County Estimated Allocation (WDFW Contract #19-14171)</b>	<b><u>Amount</u></b>
<b>Payroll and Travel</b>	\$ 8,500.00
<b>Supplies</b>	<u>\$ 00.00</u>
<b>TOTAL:</b>	<b>\$ 8,500.00</b>

**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.