

**INTERLOCAL AGREEMENT
BETWEEN
CLALLAM AND JEFFERSON COUNTIES**

ORIGINAL

FOR THE FAMILY AND JUVENILE COURT IMPROVEMENT PLAN

Whereas, in its 2008 session the State Legislature approved a budget for the "Family and Juvenile Court Improvement Plan" program to fund a Case Management Coordinator to assess the needs in the Family and Juvenile Courts within both counties. This assessment will become the basis for a Family and Juvenile Court Improvement Plan.

Whereas, Clallam and Jefferson County were granted the award after having filed a joint application to the State to receive state funds through the Family and Juvenile Court Improvement Plan program to provide for the Case Management Coordinator and were awarded the amount of \$68,600.00;

Whereas, Jefferson County has entered into a contract with the Administrative Office of the Courts (AOC) for program funding;

Whereas, Jefferson County will enter into this Agreement with Clallam County to provide for the successful implementation of this program, and to insure compliance with the terms of Jefferson County's agreement with the AOC;

Whereas, Clallam County is a political subdivision of the State of Washington and Jefferson County is also a political subdivision of the State of Washington;

Now, therefore, in accordance with the Inter-local Cooperation Act (RCW 39.34) the counties of Clallam and Jefferson enter into this agreement. The parties agree as follows:

I. GENERAL CONDITIONS

- A. Effective Date of Agreement. The effective date of this agreement shall be October 1, 2008.
- B. Length of Term. The term of this agreement is: Commencing on October 1, 2008 and ending on June 30, 2009, unless cancelled by either party or modified by mutual agreement of the parties.
- C. Termination. This agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- D. Completed Expression of Agreement and Modification. The parties agree that this agreement is the completed expression of the terms hereto, and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this agreement shall be in writing and signed by both parties.
- E. Contractor Administrator. This agreement shall be administered for Jefferson County by Barbara Carr, Director of Juvenile Services for Jefferson County, PO Box 1220, Port Townsend, Washington, 98368 and for Clallam County by Melinda Clevenger, Superior Court Administrator, Clallam County Superior Court, 223 E. 4th Street, Ste. B, Port Angeles, WA 98362.

II. SPECIFIC TERMS, CONDITIONS AND BILLINGS

- A. Clallam County shall provide invoices to Jefferson County for all training and other expenditures allowed under the Family and Juvenile Court Improvement Plan program through the Administrative Office of the Courts.
- B. Clallam County shall bill Jefferson County for reimbursement for all training and other expenditures for reimbursement on a monthly basis.
- C. Jefferson County shall pay all billings in a timely manner, not to exceed thirty (3) days from the date of billing.

III. INSURANCE/HOLD HARMLESS

- A. Both Jefferson and Clallam Counties are members of the Washington Counties Risk Pool, which provides joint self-insurance liability for its member Counties. As such, inter-local agreements, contracts and similar documents between member Counties create mutually exclusive insurance responsibilities and member Counties are named as additional insured by operation of the executed agreement. In fulfilling its obligation to maintain insurance coverage under this agreement, Clallam County shall give Jefferson County written notice thirty (30) days prior to any modification of its full participation as a member County in the Washington Counties Risk Pool.
- B. Clallam County agrees to hold harmless, indemnify, and defend Jefferson County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including, but not limited to, reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of the services rendered under this contract by Clallam County, its employees, agents, or subcontractors or anyone for whose acts any of them may be liable. Provided, however, that Clallam County's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of Jefferson County, its officers, officials, employees or agents.
- C. Further, with regard to any claim against Jefferson County, its officers, officials, employees and agents by any employee of Clallam County, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Clallam County or subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts. It is clearly agreed and understood by the parties, hereto that Clallam County expressly waives any immunity Clallam County might have had under such laws. By executing this agreement, Clallam County acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this section will be incorporated, as relevant, into any contract Clallam County makes with any subcontractor or agent performing work under this agreement.
- D. Clallam County's obligations under these provisions include, but are not limited to investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by Clallam County, its employees, agents or subcontractors.

In witness thereof, the parties hereto have approved and executed this agreement, this 4th day of November, 2008.

**BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON**

BY: 
Chair of the Board, Michael C. Chapman

ATTEST:

Trish Holden
Clerk of the Board Trish Holden, CMC

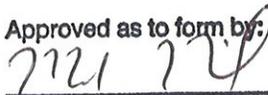
In witness thereof, the parties hereto have approved and executed this agreement, this 8th day of December, 2008.

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON**

BY: 
Phil Johnson, Chair of the Board

ATTEST:


Clerk of the Board

Approved as to form by:

Mark Nichols
Chief Deputy Prosecuting Attorney
Clallam County