



INTERLOCAL COOPERATION AGREEMENT

Contract Number: 11321-09-PALS

THIS INTERLOCAL COOPERATION AGREEMENT is entered into between CLALLAM COUNTY, a political subdivision of the State of Washington, (hereinafter called "County" or "Clallam County") and

Name: Port Angeles School District

Address: 225 E 4th Street
Port Angeles, WA 98362

Phone N^o: 360-457-8575

(hereinafter called "District").

The term of this Agreement shall commence on the 25th day of June 2009 and shall, unless terminated as provided elsewhere in the Agreement, terminate on the 1st day of July 2010.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 25th day of June 2009.

DISTRICT:



Dr. Gary Cohn, Superintendent

CLALLAM COUNTY



Jim Jones, Clallam County Administrator

THIS CONTRACT HAS BEEN APPROVED AS TO
FORM BY THE CLALLAM COUNTY PROSECUTING
ATTORNEY

NATURE OF AGREEMENT

County will provide the District with a County LifeSkills Training Program facilitator for School Year 2009-10. This Facilitator will deliver an 11 session substance abuse prevention program to all District 6th graders over the course of the school year. The position will also support other prevention-related efforts within District 6th grade classrooms, such as the Classroom Based Assessment work regarding health and refusal skills.

The District will provide office space and access to a computer, telephone and copy machine to support the Program. The Facilitator will be monitored by Karen Meyer, Prevention Specialist, Clallam County Health and Human Services Department, with District involvement provided by elementary principals and Mary Hebert, Assistant Superintendent.

The District will work with identified sixth grade teachers and support staff to become certified facilitators, as a way to support the Program, will work with the LifeSkills Training Program Facilitator to develop a program delivery for the year—which schedule will also include notice regarding the administration of pre- and post-program surveys.

The LifeSkills Training Program facilitator of County will be providing District:

- full implementation/delivery of LifeSkills Training for all Port Angeles School District 6th grade students, with high implementation fidelity
- administration of pre and post surveys to students, including preparation of a District-approved parent letter
- data input of pre/post surveys, attendance and demographics
- attendance tracking
- coordination with teachers and administrators re: schedules
- assistance with promoting/reinforcing program messages across learning areas
- participation in the Port Angeles Healthy Youth Coalition

GENERAL CONDITIONS

1. Regulations and Requirements. This Agreement shall be subject to all federal, state and local laws, rules, and regulations.
2. Termination for Public Convenience. Either party may terminate the contract in whole or in part, upon (30) days prior written notice, whenever that party determines, in its sole discretion, that such termination is in its best interests.
3. Defense and Indemnity Agreement. The District agrees to defend, indemnify and save harmless the County, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the District, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

The County agrees to defend, indemnify and save harmless the District, its appointed and elected officers, agents and employees, from and against all loss or expense, including but not limited to claims, demands, actions, judgments, settlements, attorneys' fees and costs by reason of any and all claims and demands upon the District, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the County, its subcontractors, its successor or assigns, or its or their agent, servants, or employees, the District, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the District, its appointed or elected officials or employees. It is further provided that no liability shall attach to the District by reason of entering into this contract, except as expressly provided herein.

4. Venue and Choice of Law. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action shall be in the courts of the State of Washington in and for the County of Clallam. This Agreement shall be governed by the law of the State of Washington.
5. Rights and Remedies. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available bylaw.
6. Agreement Oversight. The extent and character of all work and services to be provided by County under this Agreement shall be overseen by the following:

Name: Karen Meyer
 Title: Prevention Specialist
 Department: Health and Human Services
 Address: 223 E 4th Street, Suite 14
 Telephone: 360-457-1453

E-mail: kmeyer@co.clallam.wa.us
Fax: 360-457-0529

7. Severability. If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.
8. Insurance. Both parties shall maintain in full force and effect during the term of this Agreement, public liability and property damage insurance with companies or through sources approved by the state insurance commissioner pursuant to RCW Title 48, as now or hereafter amended.