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**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 #17-09766) 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 #17-09766 and Jefferson County will compensate Clallam County up to the sum of \$13,500.00 in fiscal years 2017-2019 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:

Deborah Kucipeck, Planner II
Tami Pokorny, Environmental Health Specialist II

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 #17-09766.

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, 2019. 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, 2018. This document may be executed in counterparts, each of which will have the same force and effect of the original.

SIGNED this 19th day of March, 2018.

JEFFERSON COUNTY	CLALLAM COUNTY
DATE: <u>3/19/18</u>	DATE: _____
BY: <u>[Signature]</u>	BY: _____
POSITION: <u>Chair, POC District 1</u>	POSITION: _____
BY: <u>[Signature]</u>	BY: _____
POSITION: <u>#3</u>	POSITION: _____
BY: <u>[Signature]</u>	BY: _____
POSITION: <u>#1</u>	POSITION: _____
APPROVED AS TO FORM:	APPROVED AS TO FORM:

Approved as to form: [Signature] Date: 3/12/18
Philip C. Hunsucker, Chief Civil Deputy Prosecuting Attorney
Jefferson County Prosecuting Attorney's Office

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SIGNED this 19th day of March, 2018.

JEFFERSON COUNTY	CLALLAM COUNTY <i>Board of Commissioners</i>
DATE: _____	DATE: _____
BY: _____	BY: <i>[Signature]</i>
POSITION: _____	POSITION: <i>maril ozias, chair</i>
BY: _____	BY: _____
POSITION: _____	POSITION: _____
BY: _____	BY: _____
POSITION: _____	POSITION: _____
APPROVED AS TO FORM:	APPROVED AS TO FORM: <i>David Albany 2/22/18</i>

North Pacific Coast

Exhibit A Scope of Work

North Pacific Coast Marine Resources Committee (MRC)

The following are tasks in contract WDFW Contract #17-09766 that require joint actions of both Jefferson and Clallam counties, and for which Clallam County will be compensated in the total amount of \$13,500.00 during 2017-2019.

Jefferson County Allocation (WDFW Contract #17-09766)	Amount
Payroll	\$ 12,00.00
Travel	\$ 1,500.00
Supplies	\$ 00.00
TOTAL:	\$ 13,500.00

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, 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.



RESOLUTION 53, 2012

AUTHORIZING TRANSFER OF FISCAL ADMINISTRATION OF THE NORTH PACIFIC COAST MARINE RESOURCES COMMITTEE (NPC MRC) TO JEFFERSON COUNTY

THE BOARD OF CLALLAM COUNTY COMMISSIONERS finds as follows:

1. The North Pacific Coast Marine Resources Committee was established by joint resolution in 2009 and continues to address local marine issues, recommend remedial actions to local, state, tribal, and federal authorities; and to build local awareness of the issues and support for remedies consistent with its benchmarks.
2. The fiscal administration of the NPC MRC is shared between the two counties and Clallam County has acted as fiscal agent since its inception.
3. An annual Interlocal Agreement between Clallam and Jefferson Counties formalizes the budget and division of tasks and the current one expired June 30, 2012.
4. On April 17, 2012, the NPC MRC unanimously voted to change the fiscal administration from Clallam County to Jefferson County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Clallam County Commissioners, in consideration of the above findings of fact:

1. The fiscal administration for the NPC MRC is transferred from Clallam County to Jefferson County for the 2012-2013 fiscal year.
2. A new Interlocal Agreement between the two counties acknowledging this change in status will be drafted and implemented upon approval of a new funding contract with Jefferson County from the Washington State Department of Fish and Wildlife.

PASSED AND ADOPTED this thirty-first day of July 2012

BOARD OF CLALLAM COUNTY COMMISSIONERS

Howard V. Doherty, Jr.
Howard V. Doherty, Jr., Chair

Jim McEntire
Jim McEntire

M.C. Chapman
Michael C. Chapman

ATTEST:

Trish Holden
Trish Holden, CMC, Clerk of the Board