SJC Agreement No.
10HC.050

INTERLOCAL AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
SAN JUAN COUNTY HEALTH & COMMUNITY SERVICES
AND
ORCAS ISLAND SCHOOL DISTRICT

FACE SHEET

CONSULTANT: Orcas Island School District
Orcas Island Elementary School
611 School Road
Eastsound, WA 98245
Contact: Margie Sabine

PROGRAM: Primary Intervention Program

COUNTY CONTACT: Steven Gresham, Prevention Coordinator
San Juan County Human Services
POB 1146
Eastsound, WA 98245
360.370.0594

AGREEMENT PERIOD: July 1, 2010 to June 30, 2011

SOURCE OF FUNDS: Washington State Department of Commerce

PURPOSE: Funds to deliver Primary Intervention Program curriculum to children

FUNDS: $2,500.00

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INTERLOCAL AGREEMENT
FOR PROFESSIONAL SERVICES

THIS Agreement is made and entered into at Friday Harbor, Washington, pursuant to
RCW 39.34.080 between San Juan County ("COUNTY"), and Orcas Island School District
("PUBLIC AGENCY").

WHEREAS, the COUNTY desires to enter into an interlocal agreement with the
PUBLIC AGENCY to perform certain services and/or tasks set forth below requiring specialized
skills and other supportive capabilities; and

WHEREAS, the PUBLIC AGENCY represents that the PUBLIC AGENCY is qualified
and possesses sufficient skills and the necessary capabilities, including technical and professional
expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and
performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES

The PUBLIC AGENCY shall perform such services and accomplish such tasks, including the
furnishing of all materials and equipment necessary, as are designated in the responsibilities of
PUBLIC AGENCY throughout this Agreement and as described in Exhibit A, attached and
incorporated herein.
2. **TERM**

The Project shall begin July 1, 2010 and shall be completed no later than June 20, 2011.

3. **COMPENSATION AND METHOD OF PAYMENT**

Payments for services provided shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the COUNTY. No payment shall be made for any service rendered by the PUBLIC AGENCY except for services identified and set forth in this Agreement, including Exhibit A. Fees for services shall be in accordance with the fee schedule attached as Exhibit B and shall not exceed $2,500.00.

4. **ADMINISTRATION.**

This Agreement shall be administered by San Juan County Health & Community Services.

5. **INDEMNIFICATION.**

Each party agrees to be responsible and assume tort liability for its own wrongful acts or omissions, or those of its officers, agents, or employees to the fullest extent requires by law, and agrees to save indemnify, defend and hold the other party harmless from any such tort liability. In the case of negligence or wrongful acts by both the COUNTY and the PUBLIC AGENCY, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from the other party in proportion of the percentage of negligence attributable to the other party.

The PUBLIC AGENCY shall also indemnify the COUNTY against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, workman's compensation, social security and income tax laws, for the PUBLIC AGENCY and any employees or volunteers of the PUBLIC AGENCY.

6. **INSURANCE**

A. The PUBLIC AGENCY will carry and maintain throughout the period of the Agreement at its own expense the following minimum insurance:

1. Comprehensive commercial general liability insurance in the amount of no less than $1,000,000 for combined, single-limit bodily injury, including wrongful death, or property damage to defend and indemnify all activities and services covered by this Agreement with a commercial insurance carrier protected under the State of Washington Guaranty Fund or with a risk pool approved by the Insurance Commissioner. Such insurance shall be endorsed to include San Juan County, its officers, elected officials, employees and agents as an additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY.
Each insurance shall be endorsed to include language containing a “cross liability” or “separation of insureds” indicating essentially that except with respect to the limits of insurance, and any rights or duties specifically assigned in the coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom a claim is made or a suit is brought. Any payment of a deductible or self-insured retention shall be the sole responsibility of the PUBLIC AGENCY.

2. Auto liability insurance with limits of no less than $1,000,000 for each person and/or $1,000,000 for each occurrence for owned, hired and non-owned automobiles used for any activities and services covered by this Agreement. Such insurance shall be endorsed to include San Juan County, its officers, elected officials, employees and agents as an additional insured, and shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY.

3. Standard professional liability insurance covering damages resulting from errors or omissions of the PUBLIC AGENCY or his employees or agents. The limit of liability shall not be less than $1,000,000 per claim and annual aggregate. Notwithstanding paragraph 5, professional liability insurance is not required to hold harmless or defend the COUNTY for any claim.

4. Statutory workers’ compensation insurance and employer’s liability insurance to cover employees and volunteers as required by state and federal law.

B. The PUBLIC AGENCY shall provide the COUNTY evidence of insurance in the form of a Certificate of Insurance satisfactory to the COUNTY, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements set forth above. Upon the request of the COUNTY, the PUBLIC AGENCY shall also provide a duplicate (photocopy) of each insurance policy and endorsements noted above and the name, address and telephone number of the broker who issued each one as evidence of coverage. Approval of insurance is a condition precedent to full execution, including continued compensation, of this Agreement. The maintenance of said insurance will not in any manner affect the PUBLIC AGENCY’S obligation to hold harmless and indemnify the COUNTY as provided in this Agreement.

7. MAINTENANCE AND INSPECTION OF RECORDS

A. The PUBLIC AGENCY shall maintain books, records and documents, which sufficiently and properly reflect all work related to the performance of the Agreement. In addition, the PUBLIC AGENCY shall maintain all accounting records in a form necessary to assure proper accounting of all funds paid pursuant to this Agreement. All of the above shall be subject at all reasonable times to inspection, review, or audit by the COUNTY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The PUBLIC AGENCY shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. The PUBLIC AGENCY agrees
that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

8. **EXTRA WORK**

A. The COUNTY may at any time, by written order, make changes within the general scope of the Agreement in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of the Agreement, the COUNTY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the Agreement accordingly.

C. The PUBLIC AGENCY must submit its “request for equitable adjustment” or claim under this clause within thirty (30) days from the date of receipt of the written order.

D. The maximum amount payable for this Agreement shall not be increased or considered to be increased except by specific written supplement to this Agreement.

9. **OWNERSHIP OF WORK PRODUCTS**

All data, materials, reports, memoranda, and other documents developed under this Agreement, whether finished or not, shall become the property of the COUNTY, shall be forwarded to the COUNTY at its request, and may be used by the COUNTY as it sees fit.

10. **TERMINATION**

A. **Termination for Convenience.** The COUNTY may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the PUBLIC AGENCY. The PUBLIC AGENCY shall be paid for work performed and expenses incurred to the date of termination. Within thirty (30) days, the PUBLIC AGENCY shall submit a termination claim to the COUNTY. If the PUBLIC AGENCY has any property in its possession belonging to the COUNTY, the PUBLIC AGENCY will account for the same, and dispose of it in the manner directed by the COUNTY.

B. **Termination for Cause.** If the PUBLIC AGENCY fails to perform in the manner called for in this Agreement, or if the PUBLIC AGENCY fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the COUNTY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the PUBLIC AGENCY setting forth the manner in which the PUBLIC AGENCY is in default. The PUBLIC AGENCY will only be paid for services performed in accordance with the manner of performance set forth in this Agreement.
11. **MEDIATION**

The parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation. Each party will pay its own attorneys' fees and costs.

12. **ARBITRATION**

A. Any controversy or claim arising out of or relating to this Agreement that is not resolved through mediation, shall be resolved by final and binding arbitration pursuant to RCW 7.04A. Demand for arbitration shall be made in writing to the other party. The arbitration shall be held in San Juan County before a single arbitrator selected by the Agreement of the parties. If the parties cannot agree upon an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of San Juan County in accordance with the procedures set out in RCW 7.04A.110.

B. Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.

C. The parties agree that, with the exception of the circumstances set out in RCW 7.04A.230, the arbitrator's decision shall be binding, final and not appealable to any court of law.

D. Each party shall pay its own costs of arbitration including attorneys' fees. The arbitrator's fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.

E. This Agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.

13. **WAIVER**

The waiver by, or the failure to take action with respect to, breach of any term, covenant or condition of the Agreement shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach. All remedies afforded in this Agreement shall be taken as cumulative; that is, in addition to every other remedy provided herein or by law.

14. **SEVERABILITY**

It is understood and agreed by the parties that if any term or provision of this Agreement is held by any court to be illegal or in conflict with any law of the state of Washington, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term, part or provision held to be invalid.
15. **ENTIRE AGREEMENT**

This instrument contains the entire Agreement between the parties and statements, promises, or inducements made by any party or agent of that party that are not contained in this Agreement shall not be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by all parties.

16. **NOTICE**

Notice provided for in this Agreement shall be sent by certified mail to the following addresses designated for the parties.

**SAN JUAN COUNTY**
HUMAN SERVICES
POB 1146
EASTSOUND, WA 98245

**ORCAS ISLAND SCHOOL DISTRICT**
ORCAS ELEMENTARY SCHOOL
611 SCHOOL ROAD
EASTSOUND, WA 98245

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this 26th day of October 2010.

**ORCAS ISLAND SCHOOL DISTRICT**
Barbara Kline
Superintendent

[Signature]
10/5/10
Date

**SAN JUAN COUNTY**
HEALTH & COMMUNITY SERVICES
John T. Manning
Director

[Signature]
10/26/10
Date

**APPROVED AS TO FORM ONLY**
San Juan County Prosecuting Attorney
Randall K. Gaylord

[Signature]
9/16/10
Date

[Signature]
9/16/10
Date
STATEMENT OF WORK:

The PUBLIC AGENCY will do all things necessary to operate and maintain a Primary Intervention Program (PIP) for the 2010-2011 period funded in accordance with this Agreement. The PUBLIC AGENCY further agrees performance of the following activities:

1. PUBLIC AGENCY shall engage in such process and outcome evaluation practices and methods that will assist the PUBLIC AGENCY in assessing the effectiveness of its programs and that will assist the County in assessing the effectiveness of the statewide Community Mobilization Program. PUBLIC AGENCY shall implement all requirements included in Community Mobilization Evaluation Protocols.

2. PUBLIC AGENCY shall submit required reports by the date due using required forms according to the County’s procedures. These reports and their due dates shall include, but not be limited to:

<table>
<thead>
<tr>
<th>REPORT</th>
<th>DATE DUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Expenditure Report and Request</td>
<td>The 10th of the month following the end of the month when expenditures were incurred. Reports shall be filed at least monthly.</td>
</tr>
<tr>
<td>for Reimbursement</td>
<td></td>
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<tr>
<td>(see Attachment I)</td>
<td></td>
</tr>
<tr>
<td>B. Activity Report</td>
<td>At the completion of each scheduled activity. Reports shall be filed at least at the end of the month following each six-month period in which activities were performed (July-December, January-June).</td>
</tr>
<tr>
<td>(see Attachment II)</td>
<td></td>
</tr>
<tr>
<td>C. Annual Expenditure Report</td>
<td>Due June 20, 2011.</td>
</tr>
<tr>
<td>D. Program Summary Report</td>
<td>Due June 20, 2011.</td>
</tr>
<tr>
<td>E. Year-End Summary Narrative Report</td>
<td>With pre/post test data, number of Students served, staff and volunteer hours</td>
</tr>
</tbody>
</table>

The PUBLIC AGENCY shall be obligated to submit required reports after the close of the Agreement period, or upon termination of the Agreement for any reason.
7. PUBLIC AGENCY shall provide additional program data and information to the County when requested.

8. PUBLIC AGENCY must obligate and spend 2010-2011 funds and local match within the period of performance beginning on July 1, 2010 and ending on June 20, 2011. Only funds obligated and expended during the period of performance will be considered as expenses to be reimbursed to the PUBLIC AGENCY.

SPECIAL CONDITIONS

This Agreement is subject to all administrative and financial requirements, including the timely submission of all financial reports, programmatic reports, and the resolution of all interim audit findings. Should you not adhere to these requirements, you will be in violation of the terms of this Agreement and the award will be subject to termination for cause or other administrative action as appropriate.

PROGRAM:

Orcas Elementary Primary Intervention Program

PURPOSE:

To provide Primary Intervention Program curriculum to children from Kindergarten through the 3rd grade. This is a school-based, child-directed therapeutic play program.

ACTIVITIES:

Children spend 45 minutes per week in a specially designed playroom with a trained and supervised volunteer, experiencing child-directed therapeutic play. Staff for program delivery includes but is not limited to a Coordinator and a Mental Health Consultant. In addition there are 8 weeks small peer groups which focus on specific issues such as self-esteem, problem solving, social and friendship skills, anger management, families in transition, and grief & loss. Parent support is also offered.

TIMELINE FOR COMPLETION:

July 1, 2010 to June 20, 2011

NUMBER TO BE SERVED:

23 children

CSAP STRATEGY:

Education
RISK/PROTECTIVE FACTORS ADDRESSSED BY THIS ACTIVITY:

Risk: Early and Persistent Anti-Social Behavior

ANTICIPATED OUTCOMES:

Overall program gain of at least 50% improvement in behavior based on the 7 areas of emphasis (Acting Out, Shy/Anxious Behavior, Learning Ability, Frustration and Tolerance Levels, Assertive Social Skills, Task Orientation Ability, Peer-Social Skills)

EVALUATION TOOLS:

TCRS Rating Scale – Pre and Post Testing

REPORTING REQUIREMENTS:

PUBLIC AGENCY agrees to provide documentation as listed on the Program Activity Reporting Form as delivered by Washington State Department of Commerce. Reporting specifics include but are not limited to:

- Pre and Post Testing
- Number of unduplicated participants
- Participant demographics
- Measurement information
- Number of personnel providing services
- Programs that provided services
- Percentage and source of funding
- Systems recipients of services
- Year-end program evaluation

Reported data is to be received on the 20th day of January and the 20th day of June 2011 unless PUBLIC AGENCY has received approval for delay from the San Juan County Prevention Coordinator.

The County may withhold reimbursement payment if the PUBLIC AGENCY fails to submit required reports to County. Upon the PUBLIC AGENCY’s submittal of required reports, adequately performed, The County shall make payment to the PUBLIC AGENCY as provided herein. The PUBLIC AGENCY’s failure to submit reports as specified is grounds for County to terminate the Agreement as provided herein.

PRESS RELEASES:

The PUBLIC AGENCY agrees that, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing project or programs funded in whole or in part with federal funds, the PUBLIC AGENCY and all Sub consultant’s receiving federal
funds under this Agreement, including but not limited to state and local governments and school districts, shall clearly state:

1. The percentage of the total cost of the program or project which will be financed with federal funds and with state funds; and
2. The dollar amount of federal funds and state funds for the project.

The PUBLIC AGENCY agrees that any publication written, visual, or sound, but excluding press releases, newsletters, and issue analyses issued by the PUBLIC AGENCY or by any Sub consultant describing program or projects funded in whole, or in part, with federal or state funds under this Agreement, shall contain the following statement:

“This project was supported by a grant from the No Child Left Behind Act of 2001, U.S. Department of Education, Safe and Drug Free Schools and Communities Program, Governor’s Portion, and with State Violence Reduction and Drug Enforcement (VRDE) dedicated funds provided to the Washington State Department of Commerce to support the Community Mobilization Program. Points of view or opinions contained within this document do not necessarily represent the official position of the Washington State Department of Commerce, or the U.S. Department of Education.”

San Juan County may withhold reimbursement payment if the PUBLIC AGENCY fails to submit required reports to County Human Services Manager. Upon the PUBLIC AGENCY’s submittal of required reports, adequately performed, The County shall make payment to the PUBLIC AGENCY as provided herein. The PUBLIC AGENCY’s failure to submit reports as specified is grounds for the County to terminate the Agreement as provided herein.

BACKGROUND CHECK:

All person’s involved with unsupervised access to children will have a Background Check through the Washington State Patrol in order to present evidence of “good moral character and personal fitness”.

SAFEGUARDING CLIENT INFORMATION:

The use or disclosure by any part of any information concerning a client, which is a person receiving CM services, for any purpose not directly connected with the administration of San Juan County’s or PUBLIC AGENCY’s responsibility, with respect to services provided under this Agreement, is prohibited except by written consent of the client or his or her legal representative. This provision should not be construed to prohibit disclosure of any public records subject to disclosure under Chapter 42.17 RCW.

All services provided by the PUBLIC AGENCY under the terms of this Agreement shall be designed and delivered in a manner sensitive to the needs of all ethnic minorities.
FEES FOR SERVICES:

All PUBLIC AGENCY claims for reimbursement will be based on documentation to substantiate the claims, and said documentation shall be provided upon request. The PUBLIC AGENCY will provide the County with a bill no later than the 10th of the month. The County shall ensure that the PUBLIC AGENCY establishes and maintains an adequate system of internal control to ensure the efficient, proper processing and use of Agreement funds in the following ways:

- A record of time spent and expense incurred in providing services will be submitted to the County with the PUBLIC AGENCY’s billing.
- Each billing shall include a “Budget to Actual” expense by line item with the statement. In addition, the PUBLIC AGENCY shall provide a written statement of their accounting procedure signed by a financial officer of the PUBLIC AGENCY’s Board.
- The PUBLIC AGENCY will also receive one site visit from a representative of the County.

FUNDS:

Funds shall be used in the following manner:
Program Director: $19.83 per hour  
Total Hours: 126.08  
TOTAL: $2,500.00

PROGRAM MATCH:

$1,113.00