After Recording Return To:
Debbie Emery
County Administration
350 Court Street, #5
Friday Harbor, WA 98250

SJC Agreement No.
11HC.020
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 Skagit County Public Hospital
District 304 United General Hospital ("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 upon the execution of this Agreement and shall be completed no later
than December 30, 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 $2,000.00
4. **ADMINISTRATION.**

This Agreement shall be administered by the Director of San Juan County Health and Community Services for the COUNTY and Carol Hawk for the PUBLIC AGENCY.

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 its 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.

John Manning, Director  
San Juan County Health  
And Community Services  
P.O. Box 607  
Friday Harbor, WA 98250

Carol Hawk, Program Manager  
Skagit County Tobacco Control Program  
United General Hospital  
2000 Hospital Drive  
Sedro Woolley, WA 98284

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this 25th day of March 2011.

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**SKAGIT COUNTY PUBLIC HOSPITAL**  
**DISTRICT 304**  
**UNITED GENERAL HOSPITAL**

Carol Hawk  
Tobacco Control Program Manager  

\[signature\] 3/11/11  
Date

**SAN JUAN COUNTY HEALTH AND COMMUNITY SERVICES**

John T. Manning  
Director  

\[signature\] 3/15/11  
Date

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

\[signature\] 3/15/11  
Date

**FINAL APPROVAL**  
Pete Rose  
County Administrator  

\[signature\] 3-25-11  
Date
EXHIBIT A

Scope of Services

Contractor: Skagit County Public Hospital District 304
c/o United General Hospital
Skagit County Tobacco Control Program
Carol Hawk, Program Manager
2000 Hospital Drive
Sedro Woolley, WA 98284
Phone: 360-856-7383
Fax: 360-856-7385

The Contractor will:

- Conduct necessary training for youth operatives.
- Provide necessary personnel and supervision.
- All training on compliance checks will be done consistent with the Tobacco Compliance Check Guidelines of the Washington State Department of Health (copy attached).
- Pay expenses for team conducting compliance checks, including travel, lodging, meals, and money to purchase products.
- Conduct during February-June 2011 Synar Tobacco Retailer Compliance Checks of 20 retailers selected in 2011 random sample (List of retailers and compliance forms provided by Washington Department of Health).
- Complete and return forms and tracking sheets to Paul Davis, Washington Department of Health, Tobacco Prevention and Control Program, P.O. Box 47848, Olympia, 98504 by June 30, 2010 and December 30, 2010.
- Provide the San Juan County Tobacco Prevention and Control Program Coordinator, Martha Sharon, with a summary of results as submitted to Washington Department of Health.
- Provide current retailer education packets for any stores who are found out of compliance.
- Upon completion of the activities listed above, submit invoice for payment to Susan Leff, Personal Health Services Manager, San Juan County Health and Community Services, P.O. Box 607, Friday Harbor, Washington 98250.
**EXHIBIT B**

**Fee Schedule**

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<thead>
<tr>
<th>Budget Item</th>
<th>Description</th>
<th>Projected Costs</th>
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</thead>
<tbody>
<tr>
<td>Travel</td>
<td>Ferry, Mileage &amp; Lodging</td>
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<tr>
<td>Staff Time - Youth</td>
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<td>20 hrs @ $10.00 / hr</td>
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<tr>
<td>Indirect Cost</td>
<td>Administration fees</td>
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<tr>
<td><strong>Total Costs</strong></td>
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<td><strong>$1,900.00</strong></td>
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