SJC Agreement No. 11JV.013

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 San Juan 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 upon the execution of this Agreement and shall be completed no later than June 30, 2012.

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 $4,000.00.

4. **ADMINISTRATION.**

This Agreement shall be administered by Thomas Kearney, San Juan County Juvenile Court Administrator.

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 which must be primary and non-contributory:

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.

**[COUNTY]**
Thomas Kearney, JCA
350 Court Street # 4
Friday Harbor, WA 98250

**[PUBLIC AGENCY]**
Rick Thompson, Superintendent
285 Blair Ave
Friday Harbor, WA 98250

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this 16th day of August 2011.

**CONSULTANT’S BUSINESS NAME**
Rick Thompson
Superintendent, San Juan Island School

**ELECTED OFFICIAL APPROVAL**
Donald E. Eaton
Superior Court Judge

R Thompson 8/16/11 Date

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

By: 8/15/11 Date
Exhibit A

Scope of Work

Juvenile Court School Liaison

General Description: The position serves as a liaison between the San Juan County Juvenile Court and all school districts in San Juan County for the purposes of providing the Court requested information pertaining to student achievement, attendance, and discipline.

Duties:

1. Coordinate with the Court, Juvenile Court Probation, and the Prosecutor’s Office to identify students involved in truancy actions and the specific information required by the Court, and ensure that such information is obtained and presented to the Court accurately and completely and in a timely manner.

2. Contact teachers, counselors, attendance monitors, and other school administrators to obtain information about students involved in truancy actions to determine:
   (a) whether they were on time and attended classes and other assigned school activities, performed class work, participated in classes, behaved appropriately, and complied with school rules and regulations;
   (b) whether they made progress in classes; and
   (c) any other information requested by the Court, Juvenile Court Probation or the Prosecutor’s Office.

3. Prepare reports for presentation as requested by the Court, Juvenile Court Probation, or the Prosecuting Attorney.

4. Attend Court as requested by the Court, Juvenile Court Probation or the Prosecutor’s Office and present information, records, reports and testimony as needed.

5. Communicate with Juvenile Court Services and the Prosecuting Attorney’s Office regarding progress on assigned duties.


Exhibit B

Fee Schedule

1. The County agrees to pay the Public Agency for services provided in accordance with Paragraph 1 of this Agreement either $400.00 per month, up to a cumulative amount of $4,000.00 or a one-time payment of $4,000 billed in June 2012 for services provided over the contract period, at the Public Agency’s discretion.

2. The Public Agency acknowledges that the funding for this agreement is through a WA State Grant.
   A. Should the grant be eliminated, then the Public Agency will be able to seek payment of $400.00 per month for services provided (that were not paid for) starting in September 2011 up to the elimination of the funding.
   B. Should the grant be reduced during the period of agreement, then the Public Agency will be able to seek payment of $400.00 per month for services provided (that were not paid for) starting in September 2011 up to the reduction of the funding, and a new fiscal agreement accounting for the reduction in funding can be negotiated.