

INTERLOCAL AGREEMENT BETWEEN  
WALLA WALLA COUNTY AND COLUMBIA  
COUNTY

This Agreement is entered into between Walla Walla County and Columbia County, both political subdivisions of the State of Washington, as permitted pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

I. PURPOSE

The purpose of this Agreement is for Walla Walla County to provide Developmental Disability program management and oversight to Columbia County by Walla Walla County.

II. SERVICES

Columbia County will:

Columbia County Commissioners will appoint one or two Columbia County representatives to the Walla Walla County Joint Community Health Advisory Board with expertise in the needs of individuals with developmental disabilities and will authorize the Walla Walla County Department of Community Health to serve as the primary contracting entity for developmental disability employment and day services.

Walla Walla County Department of Community Health will:

1. Receive and administer funds from the State Department of Social and Health Services for Developmental Disability services within Columbia County;
2. Provide a Department of Social and Health Services Developmental Disability Administration (DDA) qualified Developmental Disability Program County Coordinator;
3. Meet all conditions of the State Program Agreement for DDA County Services for Columbia County residents and service recipients;
4. Coordinate the development of a comprehensive plan for Columbia County developmental disability services as required by WAC 388-850-020 to include a spending plan and annual service information forms;
5. Develop and issue a Request for Qualifications for service providers in Columbia County and contract for employment and day services for Columbia County residents and service recipients;
6. Perform annual evaluations of all sub-contractors and worksites; and
7. Submit an invoice, at least quarterly, to Columbia County for any overage in administration costs associated with administering the DDA Employment and Day Services contract for Columbia County residents and service recipients.

III. COMPENSATION

Columbia County will reimburse Walla Walla County Department of Community Health in an amount to be calculated on a monthly basis, for the services performed pursuant to this Agreement of the County Coordinator, administrative services and mileage reimbursement for travel to and from Columbia County based upon the current standard mileage reimbursement rate established by the Washington State Office of Financial Management. These services shall be billed to Columbia County only as administrative services are provided in excess of available revenue sources from the DDA County Services Agreement per the State allocation formula. The maximum amount per year shall be determined by an annual DDA budget analysis and review of the County Commissioners.

- IV. Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for performance under this contract for any future fiscal period, the party for which the funds are not sufficiently appropriated or allocated will not be obligated to perform and/or make payment for amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to said party in the event this provision applies.
- V. Compliance With Laws: The parties shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement.
- VI. Nondiscrimination: The parties, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, or the presence of any disability.

#### VII. ADMINISTRATION

This Agreement will be administered by the Walla Walla County Department of Community Health Director.

#### VIII. INDEPENDENT CONTRACTOR

The services provided under this Agreement are those of an independent contractor. Employees of Walla Walla County are and will remain employees of Walla Walla County. Employees of Columbia County are and will remain employees of Columbia County. Each County retains the right and authority to train, educate, direct and supervise their respective employees and has no right or authority to do the same for the other party's employees.

#### IX. INDEMNIFICATION

Walla Walla County shall defend, protect and hold harmless Columbia County, its officials, employees, agents, contractors, and representatives, from and against all claims,

suits and/or other actions arising from any negligent or intentional act or omission of Walla Walla County, its officials, employees, agents, representatives, and/or authorized subcontractor(s) pursuant to this contract.

Columbia County shall defend, protect and hold harmless Walla Walla County from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of Columbia County, its officials, employees, agents, representatives, and/or authorized subcontractor(s) while performing this contract. Should a court of competent jurisdiction find that liability or damages of any type are caused by both parties, each party shall be responsible for each pro rata share of liability and/or damages.

#### X. AMENDMENT

Walla Walla County and Columbia County may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind Walla Walla County and Columbia County.

#### XI. CHOICE OF LAW AND VENUE

This Agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this agreement may be instituted only in a court of competent jurisdiction in the State of Washington, County of Walla Walla.

#### XII. INTEGRATION CLAUSE

This instrument embodies the whole Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this agreement. This Agreement supersedes all previous communications, representations or agreements, either oral or written, between parties.

#### XIII. TERM AND TERMINATION

This Agreement shall be in effect until June 30, 2024, unless extended by mutual agreement. Either party may terminate this agreement by giving the other party at least thirty (30) days advance written notice. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

#### XIV. PROPERTY AND EQUIPMENT

Upon termination or non-renewal of this Agreement, all property purchased by Walla Walla County in furtherance of this Agreement shall remain the property of Walla Walla County and all property purchased by Columbia County in furtherance of this

Agreement shall remain the property of Columbia County. All property shall be returned to its owner upon termination or non-renewal of this Agreement.

XV. DISPUTES

In the event that a dispute arises under this Agreement, it will be resolved in the following manner: Columbia County and Walla Walla County will each individually appoint one member to a Dispute Board and jointly appoint a third member. The Dispute Board will evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board will be final and binding on the parties hereto.

XVI. FILING

This Agreement will be posted on Walla Walla County and Columbia County's websites.

XIV. EFFECTIVE DATE

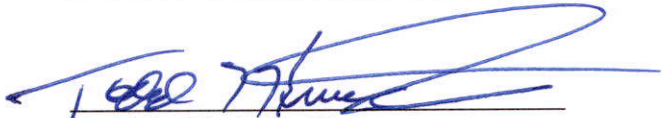
This Agreement will take effect when executed by the parties and will expire on June 30, 2024 unless terminated sooner or extended as provided herein.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019. Dated this 17<sup>th</sup> day of JUNE, 2019.

COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

WALLA WALLA COUNTY BOARD OF COUNTY COMMISSIONERS

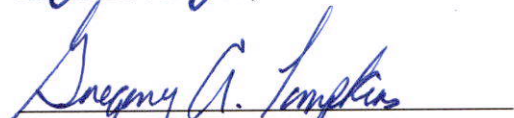
\_\_\_\_\_  
Michael A. Talbott, Chair

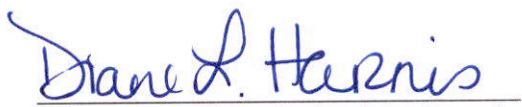
  
\_\_\_\_\_  
Todd L. Kimball, Chair

\_\_\_\_\_  
Ryan R. Rundell, Commissioner

  
\_\_\_\_\_  
James K. Johnson, Commissioner

\_\_\_\_\_  
Charles L. Amerein, Commissioner

  
\_\_\_\_\_  
Gregory A. Tompkins, Commissioner

  
\_\_\_\_\_  
Diane L. Harris, Clerk of the Board

Dated this 17<sup>th</sup> day of JUNE, 2019

Approved as to form only:

*Jesse D. Nolte*

\_\_\_\_\_  
Jesse D. Nolte, Deputy Prosecuting Attorney