BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

RESOLUTION AUTHORIZING EXECUTION OF INTERAGENCY AGREEMENT (INTERLOCAL AGREEMENT) BETWEEN GRANT COUNTY AND THE CITY OF QUINCY REGARDING QUINCY PARTNERSHIP FOR YOUTH

RESOLUTION No. 18-125-CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Grant County, Washington, a political subdivision of the State of Washington by and through its Board of County Commissioners (the "County"), and the City of Quincy, a Washington municipal corporation (the "City"), are vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, The City has previously contracted for the provision of "Youth Services", described in Section 1 of the Interlocal Agreement, with Quincy Communities That Care which became Quincy Partnership for Youth, through the Grant County Health District; and

WHEREAS, The City desires to continue to receive Youth Services through the County; and

WHEREAS, Grant County, by and through its Grant Integrated Services department, and the City of Quincy desire to contract with each other to provide Youth Services in the City;

NOW, THEREFORE, BE IT RESOLVED, that the attached Interagency Agreement be executed between the City of Quincy and Grant County, by and through its Grant Integrated Services department.

PASSED AND ADOPTED this 31st day of December, 2018.

	Yea	Nay	Abstain	**BOARD OF COUNTY COMMISSIONERS GRANT COUNTY, WASHINGTON**
	☑	☐	☐	Richard Stevens, Chair
	☑	☐	☐	Tom Taylor, Vice-Chair
	☑	☐	☐	Cindy Carter, Member

ATTEST:

Clerk of the Board

INTERLOCAL AGREEMENT FOR PROVISION OF SERVICES

THIS SERVICE AGREEMENT is made between the City of Quincy (the "City") and Grant County, a political subdivision of the State of Washington (the "County").

RECITALS

a. This Agreement is made pursuant to RCW 39.34, which authorizes municipal corporations to contract with each other to perform certain functions which each may legally perform.

b. The City has previously contracted for the provision of "Youth Services", described in Section 1, with *Quincy Communities That Care* which became *Quincy Partnership for Youth*, through the Grant County Health District.

c. The City desires to continue to receive Youth Services through the County.

AGREEMENTS

1. Provision of Youth Services. Through Quincy Partnership for Youth, the County will provide the following Youth Services in the City. The County will use City funds to defray the cost of staffing, management, and delivery of the following "Youth Services":

a. Community parenting classes. Quincy Partnership for Youth will teach community parenting classes. These classes are taught (bilingual English/Spanish) to bridge the cultural divide in the community and bring together parents and families to build skills and learn to change behaviors for the purpose of promoting strong, healthy families. These may include classes such as Strengthening Families, Guiding Good Choices, and Love and Logic.

b. Active youth mentorship. Quincy Partnership for Youth will facilitate the Quincy Partnership for Youth Coalition, including meetings, assist in community event planning, conduct youth prevention activities, assure youth attendance at skill building conferences, and Host Quincy's Let's Draw the Line youth led event.

c. Program Assistance. Quincy Partnership for Youth will assist the Quincy Police Department's GREAT Program and the Quincy School District's Washington State Personal Responsibility Education Program ("WA PREP").

2. Administrative Assistance for Recreation Department. Quincy Partnership for Youth will provide administrative assistance for the City's Recreation Department, as set out by the City's Recreation Director.

3. Reports to the City Council. The County will provide City Council with a report on the provision of Youth Services by the County no less often than quarterly.

4. Payment.

a. Service Fee. The City will pay the County the $40,000 in equal quarterly payments on January 1st, April 1st, July 1st, and October 1st, during the term of this Service Agreement. The Service Fee is allocated between the provision of Youth Services ($30,000) and for administrative assistance ($10,000).

b. In-kind Services. The City will provide facilities for the County, including office space, telephone and use of a photocopier and copy paper within the City's Recreation Department for normal office requirements.

5. Compliance with Laws. In performing the Youth Services, the County will comply with all applicable federal, state and local laws, ordinances and regulations, including, but not limited to, those pertaining to Civil Rights.

6. Relationship between Parties. This Service Agreement is not an Employment Contract. The County is an independent contractor to the City. No agent, employee, servant, subcontractor of the County is an employee, agent, or subcontractor of the City.

7. Indemnification. All Youth Services will be rendered or performed entirely at the County's own risk and the County will indemnify and hold the City harmless, said indemnification to include all officers, agents, employees of the City from any and all liability, loss or damage they may suffer as the result of claims, demands, actions, damages or injuries of every kind or nature whatsoever by or to any and all persons or property, including reasonable attorney's fees, or judgments against them which result from, or arise out of the services to be rendered or performed by the County under the terms of this Service Agreement.

8. Assignment. The County may not assign or transfer in whole or part its interest in this Service Agreement without the City's express written consent.

9. Modification. The terms and conditions of this Service Agreement may modified, but only in writing referring to this Service Agreements.

10. Termination. If either party desires to terminate this Service Agreement prior to the end of its term or any extension thereof, they must provide 90 days' written notice to the other. Upon termination, all payments made by the City to the County shall cease.

11. Waiver. No officer, employee, agent or otherwise of the City has the power, right or authority to waive any of the conditions or provisions to this Service Agreement. No waiver of any breach of this Service Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Service Agreement or at law shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law. Failure of the City to enforce at any time any of the provisions of this Service Agreement or to require at any time performance by the County of any provision of this Service Agreement, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Service Agreement or any part hereof, or the right of the City to hereafter enforce each and every such provision.

12. Term; Extension. This Service Agreement shall be for a period of one year, beginning January 1, 2019, and ending on December 31, 2019 and may be extended for an unlimited number of additional terms of one year each. If the County desires to extend this Service Agreement, it must provide written notice to the City by September 30 requesting the term be extended for the following year. The City will notify the County not later than November 30 if the City does not agree to an extension.

14. Notices. All notices called for or provided for in this Agreement must be in writing and delivered personally or by certified mail, returns receipt requested, sent to the parties at their respective addresses. Notices sent by certified mail shall be deemed served when deposited in the United States mail, postage prepaid.

15. Binding Effect. The provisions of this Service Agreement shall behind the parties and their representatives, successors and assigns.

16. Integration. This Service Agreement contains all the terms and conditions regarding the provision of the Youth Services by the County and the payment for these services by the City. No other understandings, oral or otherwise, regarding the subject matter of this Service Agreement exist.

CITY OF QUINCY

By _____
Paul Worley, Mayor

ATTEST:

_____
Nancy E. Schanze, Finance Officer/Clerk

GRANT COUNTY BOARD OF COMMISSIONERS:

By _____
Richard Stevens, Chair

By _____
Tom Taylor, Vice-Chair

By _____
Cindy Carter, Member

ATTEST:

_____
Barbara J. Vasquez