

BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

**RESOLUTION AUTHORIZING
EXECUTION OF INTERLOCAL
AGREEMENT WITH ADAMS COUNTY
FOR DEVELOPMENTAL DISABILITIES
SERVICES THROUGH THE GRANT
INTEGRATED SERVICES DEPARTMENT**

RESOLUTION No. 20- 041 -CC

WHEREAS, the Interlocal Cooperation Act, RCW 39.34, authorizes intergovernmental agencies to execute cooperation agreements for the purpose of providing services and facilities for the benefit of the public and participating agencies; and

WHEREAS, there is a mutual interest in jointly planning and coordinating developmental disabilities employment and community inclusion services for individuals with developmental disabilities under agreements with the Washington State Department of Social and Health Services (DSHS) Developmental Disabilities Administration (DDA), and

WHEREAS, both parties desire to integrate and coordinate developmental disabilities' services, strategies, actions, and responsibilities within their respective jurisdictions, and

WHEREAS, both parties believe that it is in the public interest to cooperate in carrying out state and federal developmental disabilities services funding priorities, conducting meetings to determine and evaluate the performance outcomes, and plan for allocated funding, and

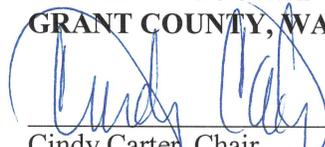
WHEREAS, the purpose of the agreement is to facilitate and sustain an orderly transition of responsibility for administration of DDA funded disabilities services from Adams County to Grant County, within available resources, and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that the attached Interlocal Agreement between Grant Integrated Services and Adams County be executed.

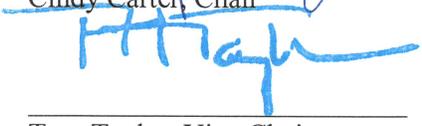
PASSED AND ADOPTED this 14th day of April, 2020

BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON

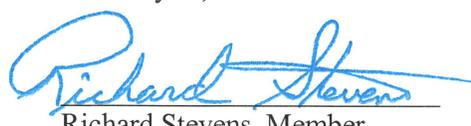
Yea Nay Abstain



Cindy Carter, Chair

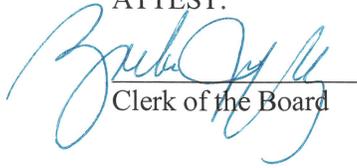


Tom Taylor, Vice-Chair



Richard Stevens, Member

ATTEST:



Clerk of the Board

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**INTERLOCAL AGREEMENT
BETWEEN THE COUNTIES OF ADAMS AND GRANT
FOR DEVELOPMENTAL DISABILITIES SERVICES**

1. PARTIES

- 1.1. This Interlocal Agreement (hereinafter "AGREEMENT") is made by and between, Adams County and Grant County (hereinafter referred to jointly as the "COUNTIES" or "PARTIES" or "PARTY"), each individual political subdivisions of the State of Washington, pursuant to Chapter 71A RCW Developmental Disabilities Services Act) and Chapter 39.34 RCW (the Interlocal Cooperation Act).

2. PURPOSE AND RECITALS

- 2.1. Purpose of Agreement. This AGREEMENT acknowledges the mutual interest in jointly planning and coordinating developmental disabilities employment and community inclusion services for individuals with developmental disabilities under agreements with the Washington State Department of Social and Health Services (DSHS) Developmental Disabilities Administration (DDA). The PARTIES desire to integrate and coordinate developmental disabilities' services, strategies, actions, and responsibilities within their respective jurisdictions. The PARTIES believe that it is in the public interest to cooperate in carrying out state and federal developmental disabilities services funding priorities, conducting meetings to determine and evaluate the performance outcomes, and plan for allocated funding. The purpose of this AGREEMENT is to facilitate and sustain an orderly transition of responsibility for administration of DDA funded disabilities services from Adams County to Grant County, within available resources.
- 2.2. Agreement Application. This AGREEMENT applies to all powers and duties of Grant County pursuant to RCW 71A and such agreements as may hereafter be entered into between Grant County and Washington State DSHS DDA.
- 2.3. Guiding Principles for Grant County. Grant County will administer Developmental Disabilities services under the following guiding principles:
- 2.3.1. The primary goal is to ensure access to developmental disabilities services for eligible persons in both Adams and Grant counties;

- 2.3.2. The successful performance of this AGREEMENT will require partnerships designed to provide adequate access and services to individuals with developmental disabilities, and will include all levels of government;
- 2.3.3. The PARTIES will collaborate as a collective body with significant interest in regional improvements associated with developmental disabilities services; and
- 2.3.4. Decisions must be outcome-based and sustainable within available resources.

3. ADMINISTRATION

- 3.1. For purposes of governing Adams County, the Adams County Board of County Commissioners will act and function as the DDA governing board.
- 3.2. Grant County shall administer developmental disabilities services for the COUNTIES in accordance with DDA contract terms, DDA policy, and relevant Washington State rules and regulations.
 - 3.2.1. Pursuant to RCW 71.24.100, the Grant County Treasurer shall be the custodian of the funds made available for the purposes of developmental disabilities services provided under this AGREEMENT. The Grant County Auditor's Office may make payment from such funds upon audit by the appropriate auditing officer of Grant County, to ensure the provision of services under this AGREEMENT.
 - 3.2.2. Upon execution of a contract with the DDA:
 - 3.2.2.1 Grant County shall fund Grant County DDA, and
 - 3.2.2.2 Any reductions in DDA funding may result in reduction of services.
 - 3.2.3. Administration costs of the DDA should not exceed the limits set by the contracts between Adams

County and DDA. Grant County will be responsible for determining the needs, requirements, and cost relevant to DDA services.

3.2.4. All funds necessary for the administration of the DDA services shall remain with Grant County to support the required processes identified in the DDA contract.

3.3. Funding Allocation Approval

3.3.1. Grant County will develop a budget for developmental disabilities services for Adams and Grant counties.

3.3.2. Grant County will offer contracts to the COUNTIES' providers for the services required and funded by the DDA contracts.

3.4. Grant County will contract directly with the providers for developmental disabilities services.

All services will be provided within the scope and definitions of services in the DDA/County contract.

4. DATA COLLECTION

4.1. Providers are responsible for accurately reporting performance and other required data through the monthly billing system.

5. REOCCURRING MEETINGS

5.1. Grant County will send periodic agency performance reports to Adams County.

5.2. Grant County will periodically attend the Adams County advisory board meetings to provide updates, unless the Adams County Advisory Board decides to merge with the Grant County Developmental Disabilities Advisory Board.

6. ADDENDA AND AMENDMENTS

- 6.1. Amendments. The PARTIES recognize that amendments to this AGREEMENT may be necessary to clarify particular sections or to update and expand the AGREEMENT. Any PARTY may pursue an amendment, as necessary.
- 6.2. Process for amending this Agreement. Any amendment to this AGREEMENT must be mutually agreed upon by the PARTIES and executed in writing before becoming effective. Any amendment to the AGREEMENT will be executed in the same manner as provided by law for the execution of the AGREEMENT.
- 6.3. Additional Agreements. Nothing in this AGREEMENT limits PARTIES entering into interlocal agreements on additional issues not covered by, or in lieu of, the terms of this AGREEMENT.

7. THIRD PARTY BENEFICIARIES

- 7.1. There are no third-party beneficiaries to this AGREEMENT, and this AGREEMENT shall not be interpreted to create such rights.

8. DISPUTE RESOLUTION

- 8.1. The PARTIES mutually agree, as a condition precedent to commencing any suit or action to enforce any term of this AGREEMENT, to submit any dispute or controversy regarding the interpretation or implementation of any provision of this AGREEMENT to formal mediation. Such mediation shall be conducted by a mediator and pursuant to the process agreed between the PARTIES. In the event the PARTIES are unable to agree upon a choice of mediator, each PARTY shall select one (1) mediator, and the two (2) mediators thus selected shall jointly select a third. All actions undertaken by any such joint mediation body shall be by majority decision. All costs for mediation services shall be divided equally between the

participating PARTIES. Each PARTY shall be responsible for the costs of their own legal representation. The PARTIES shall use the mediation process in good faith to attempt to come to agreement.

9. RELATIONSHIP TO EXISTING LAWS AND STATUTES

- 9.1. This AGREEMENT in no way modifies or supersedes existing state laws and/or statutes. In meeting the commitments encompassed in this AGREEMENT, all PARTIES will comply with the requirements of the Open Meetings Act, Public Records Act, and other applicable federal, state and/or local laws. By executing this AGREEMENT, the PARTIES do not purport to abrogate the decision-making responsibility vested in them by law.

10. EFFECTIVE DATE AND EXISTENCE OF INTERLOCAL AGREEMENT FOR DD SERVICES BETWEEN ADAMS AND GRANT COUNTY

- 10.1. This AGREEMENT shall become effective _____, _____, 2020 based upon the signature of the duly authorized representative of all PARTIES, indicating the approval of this AGREEMENT by the governing bodies of each PARTY hereto as indicated herein below, PROVIDED THAT the following occurs:
- 10.1.1. Grant County has determined that all financial, program data, and any other required information is received and is acceptable. In addition, all necessary processes are to be in place, in order that Grant County may operate a two (2) county system of DDA services.
- 10.1.2. Failure of any PARTY to comply with either or both of these conditions will cause this AGREEMENT to be null and void as to that PARTY.**

11. DURATION

- 11.1. This AGREEMENT shall automatically renew each year on the anniversary date of this AGREEMENT unless terminated pursuant to Section 12.1.

12. TERMINATION

- 12.1. Termination due to Change in Funding, Contract Renegotiation, or Contract Suspension: The Grant County Board of County Commissioners may terminate this Agreement with all PARTIES immediately with written notice if the funds upon which Grant County relied to establish this Agreement are: withdrawn; reduced; limited; or if additional or modified conditions are placed on such funding; or if other extraordinary funding circumstances arise. The termination shall be effective on the date specified in the notice of termination.
- 12.2. Termination for Convenience: Any PARTY may terminate its obligations under this AGREEMENT upon a minimum of thirty days (30) days' written notice to the other PARTIES. The Grant County Board of Commissioners may terminate the AGREEMENT relative to any one or more PARTIES hereto for convenience, upon a minimum of thirty days (30) days' written notice to all PARTIES in the event that the Grant County Board of County Commissioners determines that the PARTY against which the termination is intended to be effective has failed to perform under this AGREEMENT or under the Provider Services Contract then in force between the PARTIES.
- 12.3. A condition precedent to termination of this AGREEMENT by any PARTY to this AGREEMENT shall be that the PARTY considering termination shall engage in good faith discussions with the other PARTIES to this AGREEMENT as may be applicable, in an effort to identify and reach resolution of any issues or of the PARTIES that are the motivation to consider termination. Termination of this AGREEMENT may only be done pursuant to paragraph 12.1 above if the good faith discussions described in this

paragraph are unsuccessful in resolving the identified issues and/or concerns.

13. INDEMNIFICATION AND LIABILITY

- 13.1. Each PARTY shall protect, save harmless, indemnify and defend, at its own expense, each OTHER PARTY to this AGREEMENT, the OTHER PARTIES' elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever arising out of the indemnifying PARTY'S performance of this AGREEMENT, including claims by the OTHER PARTIES' employees or third parties, except for those damages caused solely by the negligence or willful misconduct of the OTHER PARTY(IES), its elected and appointed officials, officers, employees, or agents.
- 13.2. In the event of liability for damages of any nature, whatsoever arising out of the performance of this AGREEMENT by more than one of the PARTIES, including claims by the PARTIES' own officers, officials, employees, agents, volunteers, or third parties, caused by or resulting from the concurrent negligence of more than one of the PARTIES, their officers, officials, employees and volunteers, each PARTY'S liability hereunder shall be only to the extent of that PARTY'S negligence.
- 13.3. No liability shall be attached to the PARTIES by reason of entering into this AGREEMENT except as expressly provided herein.

14. SEVERABILITY

- 14.1. If any provision of this AGREEMENT or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected.

15. EXERCISE OF RIGHTS OR REMEDIES

- 15.1. Failure of any PARTY to exercise any rights or remedies

under this AGREEMENT shall not be a waiver of any obligation by said PARTY and shall not prevent said PARTY from pursuing that right at any future time.

16. RECORDS

- 16.1. The PARTIES shall maintain adequate records to document obligations performed under this AGREEMENT. Subject to all applicable laws and regulations governing the records maintained in performance of this AGREEMENT, which laws and regulations include but are not limited to privacy, security, and confidentiality laws (both state and federal), each PARTY and the Washington State Auditor shall have the right to review the other PARTIES' records with regard to the subject matter of this AGREEMENT, upon reasonable notice.

17. ENTIRE AGREEMENT

- 17.1. This AGREEMENT constitutes the entire AGREEMENT between the PARTIES with respect to the administration of Grant County.

18. GOVERNING LAW AND STIPULATION OF VENUE

- 18.1. This AGREEMENT shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for Grant County.

19. CONTINGENCY

- 19.1. The obligations of the PARTIES in this AGREEMENT are contingent on the continued authority for the existence and administration of a developmental disability services, as organized under this AGREEMENT. In the event that authority for the existence and administration of Grant County, as organized under this AGREEMENT, is withdrawn, reduced or limited in any way after the effective date of this AGREEMENT, the PARTIES may terminate the AGREEMENT under Section 13.1 of this AGREEMENT,

Agreement
ADAMS COUNTY COMMISSIONER'S
Adams County Auditor, Heidi K. Hunt



subject to renegotiation under those new limitations and conditions.

20. FILING

20.1. This AGREEMENT shall be filed with the Adams County Auditor and placed on its website or other electronically retrievable public source.

21. ADMINISTRATORS AND CONTACTS FOR AGREEMENT

21.1. The Administrators and contact persons for this AGREEMENT are:

Adams County: Vicki Guse

Grant County: Nicole Davidson

22. PROPERTY AND EQUIPMENT

22.1. The ownership of all property and equipment utilized by Grant County in providing services under this Agreement shall remain with Grant County unless specifically and mutually agreed by the PARTIES to the contrary.

23. RCW 39.34 REQUIRED CLAUSES

23.1. **Purpose:** See Section 2 above.

23.2. **Duration:** See Sections 10 and 11 above.

23.3. **Organization of Separate Entity and Its Powers:** No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

23.4. **Responsibilities of the Parties:** See provisions above.

23.5. **Agreement to be Filed:** See Section 20 above.

23.6. **Financing:** See Subsections 3.2 and 3.3 above.

23.7. **Termination:** See Section 12 above.

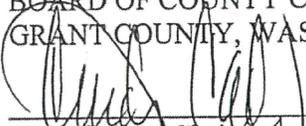
23.8. **Property Upon Termination:** See Section 22 above.

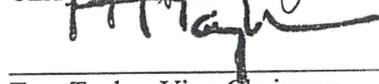
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ADAMS COUNTY COMMISSIONER'S
Adams County Auditor, Heidi K. Hunt



IN WITNESS WHEREOF, Adams County and Grant County have executed and delivered this Agreement to be effective as of the Effective Date.

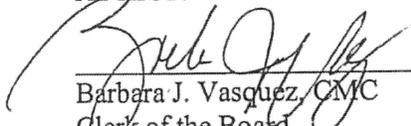
BOARD OF COUNTY COMMISSIONERS
GRANT COUNTY, WASHINGTON


Cindy Carter, Chairman


Tom Taylor, Vice-Chairman

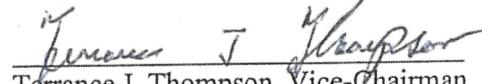

Richard Stevens, Commissioner

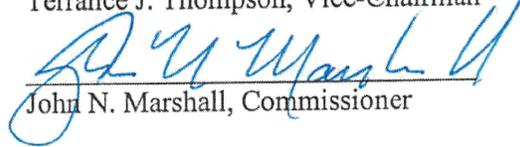
ATTEST:


Barbara J. Vasquez, CMC
Clerk of the Board

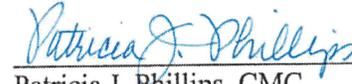
BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, WASHINGTON


Roger L. Hartwig, Chairman


Terrance J. Thompson, Vice-Chairman


John N. Marshall, Commissioner

ATTEST:


Patricia J. Phillips, CMC
Clerk of the Board