

**NORTHWEST REGIONAL COUNCIL
INTERLOCAL AGREEMENT**

MEMBER COUNTIES

Island County

San Juan County

Skagit County

Whatcom County

As Amended And Ratified February 1994

ORIGINAL

**NORTHWEST REGIONAL COUNCIL
INTERLOCAL AGREEMENT
AS AMENDED - 1994**

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**NORTHWEST REGIONAL COUNCIL
INTERLOCAL AGREEMENT**

As Amended 2/15/1994

I. INTRODUCTION

- A. This Agreement is entered into by the County of **Island**, the County of **San Juan**, the County of **Skagit**, and the County of **Whatcom**, pursuant to provisions of the Interlocal Cooperation Act, Chapter 39.34 R.C.W. to amend and update the Agreement between these parties dated June 3, 1971.
- B. Each individual County Legislative body has reviewed, adopted, and hereby ratifies this Agreement, as indicated by the Signature Page.

II. PURPOSE

- A. The purpose of this Agreement is to establish the Northwest Regional Council, to define its mission, and adopt the terms and conditions under which the counties shall participate in its activities. The Counties participating as members of this Council have agreed that there is a mutual interest in working together to facilitate joint attention to and action on matters of common concern, as stated in RCW 39.34.010.
- B. The name of the Council established by this Agreement shall be the **Northwest Regional Council**, and may be referred to as **NWRC**.

III. MISSION OF THE NORTHWEST REGIONAL COUNCIL

- A. The Council will serve as the Area Agency on Aging under the Older Americans Act, as amended (42 U.S.C. 3001 et seq) and may organize and direct services and supports for people with disabilities in Island, San Juan, Skagit and Whatcom Counties. The Council may also contract with the Department of Social and Health Services and Aging and Adult Services to provide services in order to more efficiently use government resources.
- B. To fulfill this mission, the Northwest Regional Council is to develop, foster, and advocate for a comprehensive and coordinated service delivery system responsive to the needs of older individuals and persons served by programs administered by the NWRC in Island, San Juan, Skagit, and Whatcom Counties. The service system will (1) promote the greatest degree of personal independence and dignity in a home environment for persons capable of self-care with appropriate supportive services, and (2) will improve the quality of life by removing individual and social barriers to economic and personal independence.

(Mission of the Northwest Regional Council) Continued

- C. The NWRC may administer the orderly development and ongoing maintenance of a shared radio communication system for local law enforcement agencies in Whatcom, Skagit, Island, and San Juan Counties, otherwise known as the Northwest Law Enforcement Administrative Radio Network (LEARN).
- D. The NWRC may serve as the Regional Planning Unit (RPU) pursuant to the terms and requirements of the federal Juvenile Justice and Delinquency Act of 1974, as amended. The primary goal of the RPU is to improve the coordination, communications, and planning among Juvenile Justice and delinquency prevention agencies in Island, San Juan, Skagit, and Whatcom Counties.
- E. The NWRC may provide personnel to perform the duties of the Chief Clerk of the Boundary Review Board for Whatcom County, as defined in Chapter 36.93 RCW and the Whatcom County Boundary Review Board's Rules of Practice and Procedure. Whatcom County will be solely responsible for providing the funding to the NWRC for the cost of this activity.
- F. The NWRC may administer additional programs for the individual or collective benefit of the member counties upon both approval of the NWRC and written approval of the legislative authorities of all the member counties.

IV. MEMBERSHIP AND REPRESENTATION

The permanent members of the Northwest Regional Council shall be the counties signing this Agreement. Each member shall be represented by delegates as follows:

Island County	Two (2) County Commissioners
San Juan County	Two (2) County Commissioners
Skagit County	Two (2) County Commissioners
Whatcom County	Two (2) Elected Officials selected from the County Council and the Executive positions

The total number of delegates representing the parties shall be Eight (8).

V. OFFICERS

The officers of the NWRC shall consist of a Chairperson and Vice Chairperson, who shall be elected annually.

VI. ADMINISTRATION AND FUNDING

- A. The NWRC shall hire an Executive Director who shall be subject to direction by the NWRC. The Executive Director shall hire necessary staff consistent with the NWRC annual budget and personnel policies.
- B. The NWRC may contract generally and is authorized to enter into agreements with government agencies, private organizations and/or individuals, consistent with the purposes of the NWRC.
- C. The NWRC is authorized to contract for professional services to meet other support needs that may arise and otherwise enter into contracts. The NWRC may acquire, hold and dispose of personal and real property as necessary and as provided in RCW 36.34.
- D. The NWRC shall have the authority to establish boards, committees, sub-committees, and task forces, as deemed necessary to provide advice and recommendations to the Northwest Regional Council.

Representatives appointed by each county to such boards, committees, or task forces shall be appointed according to each county's usual and customary method of appointment for terms to be determined by each individual county's code.

- E. State and Federal Funding: Appropriations from the state and federal government to the NWRC are to be provided as defined and authorized in state and federal law. The Council is authorized to seek additional state and federal funding as necessary.

Unless required by State or Federal funding sources, funding should be apportioned based on the needs of the target group population in the respective counties or on population in each county where the program is non-specific.

(Administration and Funding) Continued

- F. Local Funding: All members of the NWRC shall pay contributions, as established by the NWRC and confirmed by the legislative body of each member county, based proportionally on a formula to include population of the member counties. Contribution amounts will be set and should be communicated to each member county no later than July 15 of each year.

For programs funded by local contributions the resources and benefits of the program should be distributed based proportionally on a formula to include population of the member county.

- G. Other Funding: The NWRC may contract, on a fee for service basis, with non-member government agencies which request special services and with member counties which may seek additional services. The NWRC may receive grants and gifts that may be used in the provision of service.
- H. The NWRC shall establish the annual budget and the contributions, and fees necessary to support the function of the NWRC.
- I. All funds provided to the NWRC, from all sources, shall be maintained as a separate fund in a county treasury to be designated by the NWRC. These funds will be subject to the same audit and fiscal controls as other funds held by the designated county treasury.

VII. LIMITATIONS

All NWRC delegates shall receive notification of all proposed actions to be taken by the Council at least five (5) days before the meeting date when such action is contemplated, unless such prior notification requirement is waived by two-thirds of the delegates present. No action at a NWRC meeting shall be taken unless a quorum is present. A quorum shall consist of five (5) delegates.

VIII. MEETINGS

Regular meetings of the NWRC shall be open to the public (except for executive sessions), shall be held in an accessible location and at a time determined in advance by the NWRC.

IX. BY-LAWS

The NWRC shall adopt By-laws to carry out the purposes, financing and objectives as set forth in this Agreement. The By-laws shall require a three-fourths affirmative vote of the delegates for adoption or amendment.

X. BOUNDARIES

The Council may be expanded to include counties which are economically and socially related to the Northwest Region. The initial boundaries of the Council's district shall be the boundaries of the counties of Island, San Juan, Skagit, and Whatcom. Any expansion of the NWRC shall follow the procedures for amendments to this Agreement in accordance with Article XV.

XI. DURATION, TERMINATION AND DISSOLUTION

- A. Duration, Renewal/Termination. Each party's participation in this Agreement shall be automatically renewable for additional periods of one (1) year each, continued from calendar year to calendar year, without the requirement of formal action. Any party to this Agreement, desirous of terminating its participation in the Agreement, effective the following January 1, shall deliver written notice to the offices of the Council by the first day of September of any given year.
- B. Dissolution. The Council may be terminated by a three-quarter (3/4) vote (six delegates) of the Council. The property and assets of the Council will be disposed of in conformity with the reasons for termination, being either returned to their source or to an entity continuing the purposes and mission of the Council. In the event of its insolvency, the Superior Court of Whatcom County shall have jurisdiction and authority to appoint trustees and to supervise such trusteeship or receivership.

XII. OTHER NECESSARY AND PROPER MATTERS

- A. The NWRC will adopt and maintain appropriate procedures for the procurement of goods and services consistent with State Law and County Government Policies.
- B. The NWRC will comply with the Open Public Meetings Act.

XIII. HOLD HARMLESS AND INDEMNIFICATION

- A. Northwest Regional Council will secure and maintain insurance for Comprehensive General Liability, Errors & Omissions, and Auto Liability, insuring officers, directors, and employees of the Northwest Regional Council and its member counties, Whatcom, Skagit, San Juan and Island, in the amount of not less than \$1,000,000 per occurrence combined single limit. Copies of the insurance policies and declaration page(s) shall be delivered to the parties to this Agreement.

Each County shall assume the risk of, be liable for, and pay all damage, loss, cost, and expense of its officers, officials, and employees, arising out of the performance of any duty performed, or not performed, acting in good faith within the scope of their authority while operating within the jurisdiction of the Council Agreement on behalf of his/her County to the extent that such damage, loss, cost and expense is not covered by the insurance of the NWRC.

- B. When local and regional services, required by this Agreement, will be performed by independent contractors hired by the NWRC, contracts with said service providers shall contain the following hold harmless and indemnification clauses. Any exceptions to this requirement are subject to review by NWRC insurers and approval by the NWRC Executive Director prior to contract execution.

The Contractor shall assume the risk of, be liable for, and pay all damages, costs, and expenses of the NWRC and the member counties (including their officers, officials, and employees) arising out of the performance of this contract, except to the extent caused by the negligence and/or willful misconduct of the NWRC. The Contractor shall hold harmless, defend, and indemnify the NWRC and member counties against all claims, losses, suits, costs, counsel fees, damages, or judgements or decrees by reason of damage to any property or business and/or any death, injury or disability to any person arising, directly or indirectly, by contract or any act, error or omission of the Contractor, (including the Contractor's employees, agents or subcontractors, participants and volunteers). Contractor shall also indemnify the NWRC against injury to or claim brought by contractor's employees or subcontractor's employees.

The Contractor's obligation described above shall include, but not be limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission by the Contractor, the Contractor's employees, agents, subcontractor's, participants, and volunteers.

The Contractor further agrees to be responsible for all costs incurred by the NWRC and member counties to secure their rights under this hold harmless and indemnification clause. These costs include, but are not limited to, reasonable attorney's fees.

XIV. INSURANCE

- A. All independent contractor service providers shall be retained by a current and fully executed contract pursuant to paragraph XII. A. and unless they be member counties, shall be required to meet NWRC insurance requirements as established and as may be changed by the NWRC from time-to-time.
- B. A copy of the current NWRC insurance requirements shall be attached to all originals of this Interlocal Agreement.
- C. Proposed changes to NWRC insurance requirements shall be provided to each member county for review and comment prior to adoption by NWRC.

XV. AMENDMENT

Amendments to this Agreement may be timely proposed by any party to this Agreement and shall be considered (see VII) by the Council at a regularly scheduled meeting. Amendment shall require each individual county legislative body to review, adopt and ratify any such amendment.

XVI. SEVERABILITY

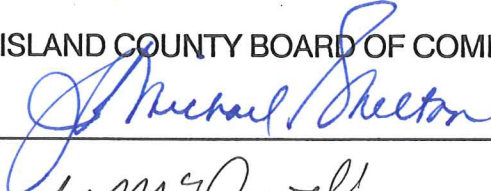
If any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

A copy of this Interlocal Agreement shall be filed with the Office of the Secretary of State and with the County Auditor for each member County.

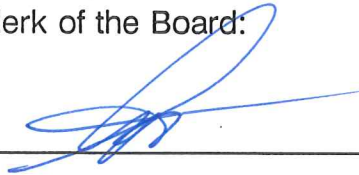
ISLAND COUNTY

IN WITNESS WHEREOF, this Interlocal Agreement has been reviewed, adopted and is hereby ratified by the Island County Board of Commissioners in regular session on the 7th day of MARCH 1994.

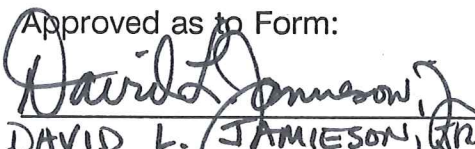
ISLAND COUNTY BOARD OF COMMISSIONERS


W M Cowell

Clerk of the Board:

 / 3/7/94
Date

Approved as to Form:

 / 3/7/94
DAVID L. JAMIESON, JR. Date
Prosecuting Attorney

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Interlocal Agreement
2/15/94

SAN JUAN COUNTY

IN WITNESS WHEREOF, this Interlocal Agreement has been reviewed, adopted and is hereby ratified by the San Juan County Board of Commissioners in regular session on the 12th day of April 1994.

SAN JUAN COUNTY BOARD OF COMMISSIONERS

Thomas C. Starr
Thomas C. Starr, Chairman

Thomas R. Cowan
Thomas R. Cowan, Member

Clerk of the Board:

Jamie J. Marsden / 4-12-94
Date

Approved as to Form:

Paul S. W. Smith / 4/5/94
Date

Prosecuting Attorney

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SKAGIT COUNTY

IN WITNESS WHEREOF, this Interlocal Agreement has been reviewed, adopted and is hereby ratified by the Skagit County Board of Commissioners in regular session on the 11TH day of APRIL 1994.

SKAGIT COUNTY BOARD OF COMMISSIONERS

Harvey Wood
Robby Robinson
Robert Lane

Clerk of the Board:

David J. Owen 14/11/94
Date

Approved as to Form:

John R. Wofford 4-5-94
Date

Prosecuting Attorney

Dave Fleming 4/7/94
Dave Fleming, Risk Manager Date

WHATCOM COUNTY

IN WITNESS WHEREOF, this Interlocal Agreement has been reviewed, adopted and is hereby ratified by the Whatcom County Council in regular session on the 22nd day of February 1994.

WHATCOM COUNTY COUNCIL

Robert Finkhof

Chairperson

WHATCOM COUNTY EXECUTIVE

Shirley Van Zanten 3/9/94
Shirley Van Zanten

Clerk of the Council:

Ronan Run /
Date

Approved as to Form:

Daniel L. Gibson / 2/28/94
Prosecuting Attorney Date

ATTACHMENT A
NORTHWEST REGIONAL COUNCIL INSURANCE REQUIREMENTS

- A. All independent contractor service providers shall be retained by a current and fully executed contract. Such Contractors unless they be member counties, shall obtain and maintain continuously for the term of the contract, Auto Liability, Commercial General Liability Insurance (including Professional Liability, Employer's Liability, and/or Worker's Compensation Insurance, where applicable) to indemnify the NWRC for the activities and services of the contract. Minimum limit of such coverage shall be One Million Dollars (\$1,000,000) per occurrence.
- B. The Contractor shall provide the NWRC with a fully executed Certificate of Insurance showing all required coverages and naming the NWRC, its member counties, officers and employees as "additional insureds" under the contractor's policy which insurance shall not be reduced or canceled without thirty (30) days written prior notice to the NWRC. Approval and compliance with the above-stated insurance requirements is a condition precedent to execution of the contract.
- C. If any coverages are on a claims made form, the retroactive date shall be prior to or coincident with the beginning date of the contract, and the policy shall state that coverage is claims made, and state the retroactive date. The Contractor shall execute a form of guarantee acceptable to NWRC to assure financial responsibility for liability for services performed for a period of three (3) years following the completion of the contract (for example that claims made form coverage shall be maintained by the Contractor for a minimum of three (3) years following the termination of the contract and the contractor shall annually provide the NWRC with a fully executed Certificate of Insurance as proof of renewal).
- D. The required insurance coverage shall be written by an admitted insurer in the State of Washington with a current A.M. Best rating of at least A VI.
- E. All coverages shall be normal to the practice of the insurance industry.
- F. Any exceptions to these policy requirements are subject to review by NWRC insurers and approval by the NWRC Executive Director prior to contract execution.