INTERLOCAL AGREEMENT
between
Stevens County and
Ferry County

PURPOSE: Stevens County and Ferry County agree to enter into this agreement, pursuant to provisions of RCW 39.34.030, to develop and implement a method for reimbursement of cost for shared juvenile probation services.

DURATION: This interlocal agreement begins January 1, 2018, and shall conclude December 31, 2018. This agreement may be renewed by mutual agreement.

FINANCING: Ferry County agrees to pay the actual costs of juvenile services provided by Stevens County.

PROPERTY: Stevens County owns all property prepared for work on any case filed in or originating from Stevens County. Ferry County owns all property prepared for work on any case filed in or originating from Ferry County.

IT IS MUTUALLY AGREED AS FOLLOWS:
• Stevens County shall provide juvenile services to aid Ferry County until further arrangements can be made.
• Ferry County shall reimburse Stevens County for the services as detailed under the financing section.
• This agreement shall be administered by Stevens County.

TERMINATION: The agreement may be terminated by either party with ten (10) days advance notice in writing to all parties.

POWERS AND RIGHTS: No powers and rights are created other than any specified above.

PROPERTY: All property shall be returned to the county of origin of the case or work upon termination or dissolution of this contract.

MODIFICATIONS: Either party may request changes in scope of services or performance standards. Any and all modifications shall be in writing, signed by each of the parties.
HOLD HARMLESS & INDEMNITY AGREEMENT: The parties agree to defend, indemnify and save harmless each other, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgements, settlements, attorney's fees and costs by reason of any and all claims and demands upon the each other, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, when such injury to persons or damage to property is due to the negligence of the County’s employees. For the purpose of this section, when employees are working on case files or any juvenile matter originating from Ferry County and where venue for the juvenile matter is proper in Ferry County, the employee is to be considered a Ferry County employee and Ferry County is to have a duty to indemnify and hold harmless Stevens County for Ferry County employees’ negligent actions. For the purpose of this section, when employees are working on case files or any juvenile matter originating from Stevens County and where venue for the juvenile matter is proper in Stevens County, the employee is to be considered a Stevens County employee and Stevens County has a duty to indemnify and hold harmless Ferry County for Stevens County employees’ negligent actions.

OWNERSHIP OF ITEMS PRODUCED: All writings, programs, data, public records or other materials prepared by the employee, in connection performance of this agreement shall be the sole and absolute property of the county of origin of the work.

SEVERABILITY: If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

WAIVER: Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

ENTIRE AGREEMENT: This written contract represents the entire agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

IN WITNESS WHEREOF: The parties have executed this interlocal agreement.

STEVENS COUNTY:  
By: [Signature]  
Chairman  
Date Signed: May 1, 2018  
Attest: Polly Coleman, Clerk of the Board

FERRY COUNTY:  
By: [Signature]  
Chairman  
Date Signed: 4-23-18  
Attest: Amanda Rowton, Clerk of the Board