

INTERLOCAL AGREEMENT KC-290-08
BETWEEN
KITSAP COUNTY as the Administrative Entity for the
PENINSULA REGIONAL SUPPORT NETWORK
AND
PORT GAMBLE S'KLALLAM TRIBE
FOR MENTAL HEALTH SERVICES

This Interlocal Agreement Between Kitsap County as the Administrative Entity for the PENINSULA REGIONAL SUPPORT NETWORK and the Port Gamble S'Klallam Tribe (this "RSN Agreement") is entered into by Kitsap County as the Administrative Entity for the PENINSULA REGIONAL SUPPORT NETWORK (the "PRSN"), a political subdivision of the State of Washington, and the Port Gamble S'Klallam Tribe (the "Tribe"), a federally recognized Indian tribe, effective April 1, 2008.

RECITALS

WHEREAS, Kitsap County is the administrative entity for the Peninsula Regional Support Network, and

WHEREAS, Kitsap County, on behalf of the Peninsula Regional Support Network, has entered into an "RSN Agreement" with the State of Washington Department of Social and Health Services Mental Health Division (the "State"), under which the State provides funds to the County for the provision of services to mentally ill residents of Kitsap, Jefferson and Clallam Counties, and ...

WHEREAS, the County wishes to subcontract with the Tribe to enable the Tribe to provide enhanced mental health services to Port Gamble S'Klallam tribal members and others seeking services from the Tribal clinic, and

WHEREAS, the Tribe is willing to comply with all applicable contractual and program requirements contained in the State-County Grant Contracts; and

WHEREAS, the Tribe, being a sovereign government, has requested that the subcontract be in the form of an interlocal agreement and the State has encouraged the County to subcontract in that form; and

WHEREAS, the State has reviewed the form of this Agreement and found that it satisfies the County's subcontracting obligations under the State-County Grant Contracts;

AGREEMENT

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Statement of Work. The Tribe agrees to provide services in accordance with Exhibit A – Statement of Work.

2. Funding. The services to be performed will be funded by payment by the County to the Tribe as described in the attached Statement of Work, in an amount not to exceed \$21,400. This Agreement is expressly contingent throughout its term upon funding availability.

3. State-County Grant Contracts. The State-County Grant Contracts, as they may be amended from time to time, are incorporated by this reference as if set forth fully herein and this Agreement shall be subject to the provisions contained in the State-County Grant Contracts. The Tribe agrees to comply with all provisions contained in the State-County Grant Contracts applicable to subcontractors, except for those provisions, if any, that the State may expressly waive in writing, or is not applicable under federal or state law.

4. Culturally Relevant Services. In providing services, the Tribe may develop and operate programs and deliver goods, services and/or benefits in a manner that is culturally relevant and particularly suited to and/or particularly located for access by members of the Tribe, in accordance with tribal laws and policies.

5. Term. The term of this Agreement is April 1, 2008 through December 31, 2009.

6. Termination for Convenience. Either party may terminate this Agreement for convenience by providing the other party with advance written notice of at least 30 days.

7. Termination for Default. If either defaults in its obligations under this Agreement, the nondefaulting party may terminate this Agreement by written notice to the defaulting party. Before such termination, however, the defaulting party shall be given 10 days to cure its default, if the default is of a type reasonably susceptible to cure.

8. Dispute Panel. The parties may voluntarily submit any contractual dispute to a dispute panel as follows: each party will appoint one member to the panel and those two members in turn will appoint a third member. The dispute panel will review the facts, contract provisions and applicable law, and then decide the matter. This provision does not affect the right of either party to seek legal recourse in a court of competent jurisdiction.

9. Indemnification. Each party agrees to defend and indemnify the other party and its officials, officers, employees and agents for all claims, liabilities, damages, expenses and suits arising from or relating to the performance of this Agreement by the indemnitor or its officials, officers, employees and agents.

10. Commercial General Liability. The Tribe shall have Commercial General Liability Insurance with limits of not less than Combined Bodily Injury/Property Damage Liability of \$1,000,000 each occurrence and \$2,000,000 aggregate. The Tribe will place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-VII, with the exception that excess and umbrella coverage used to meet

the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

Coverage shall contain general requirements and endorsements with the Peninsula Regional Support Network and Kitsap County, Jefferson County, and Clallam County named as an additional insured and that in the event of a claim or suit, the insurance carrier agrees to not use sovereign immunity of the assured as defense as respects this agreement. Such insurance as carried by the Tribe is primary over any insurance carried by the Peninsula Regional Support Network and Kitsap County, Jefferson County, and Clallam County. The Tribe will include all subcontractors as insureds under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all the requirements in these provisions.

The Tribe agrees not to invoke sovereign immunity as a defense up to the limits of the insurance policy in connection with the enforcement of the rights of the Peninsula Regional Support Network and Kitsap County, Jefferson County, and Clallam County.

11. Notices. Any notice required or permitted under this Agreement shall be given in writing and addressed as follows:

To the PENINSULA REGIONAL SUPPORT NETWORK

Peninsula Regional Support Network
614 Division Street, MS-23
Port Orchard, WA 98366
Attention: Anders Edgerton, Regional Administrator

To the Tribe

Port Gamble S'Klallam Tribe
31912 Little Boston Road N.E.
Kingston, WA 98346
Attention: Executive Director

Either party may change its address for notices by providing written notice to the other party.

12. Independent Capacity. The officials, officers, employees and agents of each party shall continue to be officials, officers, employees and agents of that party and shall not be considered for any purpose to be officials, officers, employees and agents of the other party.

13. Waiver. Waiver of any part of this Agreement may only be made in a writing executed by an authorized representative of the party to be bound.

14. Applicable Law. Each party shall comply with all applicable federal, tribal, state and local law.

15. Amendment. This Agreement may be amended only by a writing executed by authorized representatives of both parties with the same formalities as this Agreement.

16. Survival. Sections 8 (Dispute Panel), and 9 (Indemnification) of this Agreement shall survive the termination or expiration of this Agreement.

17. Authority. Each party warrants that it has taken all steps necessary for this Agreement to have full legal effect and that the signatures hereon are those of its authorized representatives.


18. Exhibits. The following exhibits are incorporated in this Agreement by reference:

- Exhibit A: Statement of Work
- Exhibit B: Budget Summary (Quarterly Spending Projection)
- Exhibit C: Certificate of Liability Insurance
- Exhibit D: Sovereignty Endorsement


**IN WITNESS WHEREOF, THE PARTIES HAVE SUBSCRIBED THEIR NAMES
HERETO ON THE DATES SET FORTH BELOW.**

COUNTY:

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON



Steve Bauer, Chair

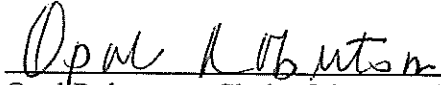


Josh Brown, Commissioner



Jan Angel, Commissioner

ATTEST:

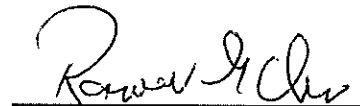


Opal Robertson, Clerk of the Board

DATED: 11/10/08

TRIBE:

PORT GAMBLE S'KLALLAM TRIBE



Ronald G. Charles, Tribal Council Chairman

DATED: 10/31/08

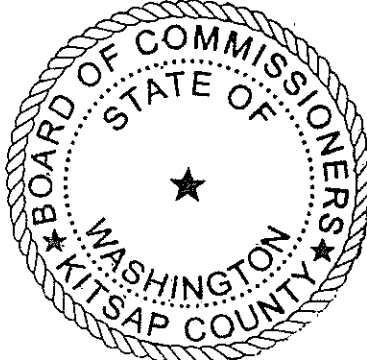


Exhibit A: Statement of Work

Port Gamble S'Klallam Tribe Enhanced Mental Health Services

1. General Statement of Work – Mental Health Services

The Port Gamble S'Klallam Tribe's Health Department and Wellness Program provides general mental health services to tribal members and others seeking services through the Tribal Wellness Center. The Wellness Center is in need of providing additional child and adult psychiatric services to Tribal community members.

2. Specific Services Purchased

Funds will be utilized to purchase the professional services of Laura Rightmyer MN, ARNP and Adult Psychiatrist Ann Bruce M.D. All program funds will be used to pay for the staff time of these two psychiatrists.

These two qualified providers will provide the Tribe with psychiatric evaluations, medication management services for complex mental health cases and on-going consultation to Tribal Medical and Wellness Mental Health Program staff.

3. Clients Served

Direct service, case management and consultation will be provided to a minimum of twelve Wellness Program clients per month.

Exhibit B: Budget Summary

Port Gamble S’Klallam Tribe Enhanced Mental Health Services

Expenditure Cost Category	Budget Period	Previous Budget	Changes this Contract	Current Budget
State Funded Match Mental Health Services – Contract Services	4/1/08 – 12/31/09	0		\$21,400
Total				\$21,400

Exhibit C: Certificate of Insurance



ACORD CERTIFICATE OF LIABILITY INSURANCE		SEP 23 2008 11:00 AM KORTG-1	DATE (MM/DD/YYYY) 09/17/08
PRODUCER Brown & Brown - Seattle 2101 4th Avenue, Suite 600 Seattle WA 98121 Phone: 206-956-1600 Fax: 206-956-9600		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED Port Gamble S'Klallam Tribe 31912 Little Boston Rd NE Kingston WA 98346		INSURERS AFFORDING COVERAGE INSURER A: Hudson Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 25054

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC	NACL0026702	01/01/08	01/01/09	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 7,000,000 PRODUCTS - COMP/OP AGG \$ 7,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	NACL0026702	01/01/08	01/01/09	COMBINED SINGLE LIMIT (EA accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				IWC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Mental Health Services
 Peninsula Regional Support Network and Kitsap County, Jefferson County, and Clallam County are named as an Additional Insured per attached Sovereignty Endorsement in regards to the above project.

CERTIFICATE HOLDER PENIN-2 Peninsula Regional Support Network 614 Division St., MS-23 Port Orchard WA 98366	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2001/08)

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Exhibit D: Sovereignty Endorsement



Endorsement No.:
This Endorsement attaches to and forms part of Policy No.: NACL00267-02
In the name of: Port Gamble SKlallam Tribe; etal
Effective date of this Endorsement is 12:01 a.m., January 1, 2008

SOVEREIGNTY ENDORSEMENT

In the event of a claim or suit, the company agrees to not use the Sovereign Immunity of the Assured as a defense, unless the Assured authorizes the company to raise such a defense by written notice to the company. Any such notice will be sent not less than 10 days prior to the time required to answer any suit. Any use of the Sovereign Immunity defense will only apply to coverage and limits of this insurance policy.

The company is not authorized or empowered to waive or otherwise limit the Insured's Sovereign Immunity outside or beyond the scope of coverage or limits of this insurance policy.

Further, the Assured, by accepting this policy, agrees to release the company from any and all liability to them or their members because of the failure on the part of the company to raise the defense of Sovereign Immunity, except in cases where the Assured specifically requests the company to do so in the manner provided herein.

05/25/06

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