

## **INTERLOCAL AGREEMENT KC-444-08**

**THIS AGREEMENT** is entered between **KITSAP COUNTY as the Administrative Entity for the PENINSULA REGIONAL SUPPORT NETWORK** (hereinafter known as "PRSN") and the Lower Elwha Klallam Tribe (hereinafter known as "Contractor"). The Kitsap County Department of Personnel and Human Services shall act as administrator of this contract on behalf of the PRSN.

### **PURPOSE**

The purpose of this Agreement is the appropriation of \$10,700 mental health funds provided through the Washington State Department of Social and Health Services.

### **PROGRAM DESCRIPTION AND CONTRACTOR PERFORMANCE AGREEMENT**

The Contractor will provide enhanced mental health services through this appropriation. The Lower Elwha Klallam Tribe will submit a project plan for use of mental health funding provided under this Agreement. The program plan shall describe expected accomplishments and timelines for the project, along with a proposed project budget. The project plan must be submitted prior to any reimbursement under this Agreement. If the Lower Elwha Klallam Tribe fails to submit a project plan by September 30, 2009, this Agreement will be terminated and funds re-distributed to other tribes under contract with Kitsap County.

At the completion of the project, the Contractor shall complete a project report outlining expenditures and accomplishments under the Agreement. The project report shall be completed no later than December 31, 2009.

### **FUNDING**

No more than \$10,700 in mental health funds will be expended to develop and implement the project. Funds will be used in accordance with the submitted project budget.

Funds not expended by December 31, 2009 will be carried forward to the 2010 contract between Kitsap County and the Lower Elwha Klallam Tribe, as long as the Lower Elwha Klallam Tribe has submitted a project plan for 2009 and billed at least 50% of their contract total by December 31, 2009.

### **BILLING**

The Contractor shall send monthly invoices to Kitsap County for reimbursement of allowable expenses incurred as identified in the project budget. Invoices shall be submitted no later than the 15<sup>th</sup> day of the month following the month that such expenses were incurred. **Send invoices to:**

Anders Edgerton, Regional Administrator  
Peninsula Regional Support Network  
Kitsap County Department of Personnel and Human Services  
614 Division Street, MS-23  
Port Orchard, WA 98366-4676

## **PROPERTY**

All materials purchased, but not used during the program, will become the property of the Contractor when the program is completed December 31, 2009. No funds shall be used for capital expenditures.

## **COMPLIANCE WITH APPLICABLE LAW**

At all times during the term of this Agreement the parties shall comply with all applicable federal, tribal and state laws and regulations.

## **NON-DISCRIMINATION**

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or the presence of any sensory, mental, or physical handicaps that includes persons known to have the HIV/AIDS virus. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination, rates of pay or other forms of compensations, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the Department of Social and Health services setting forth the provision of the Equal Opportunity Clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, creed, marital status, age, Vietnam era or disabled veteran status, or presence of any sensory, mental, or physical handicap which includes persons known to have the HIV/AIDS virus.

## **CULTURALLY RELEVANT SERVICES**

In performing work pursuant to this Agreement, the Contractor 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 Contractor's tribe or other tribes, in accordance with tribal laws and policies.

## **INDEMNIFICATION**

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless the Peninsula Regional Support Network, Kitsap County, Jefferson County and Clallam County, and the elected and appointed officials, officers, employees and agents of each of them, from and against all claims resulting from or arising out of the

performance of this Agreement, whether such claims arise from the acts, errors or omissions of Contractor, its subcontractors, third parties, the Peninsula Regional Support Network, Kitsap County, Jefferson County or Clallam County, or anyone directly or indirectly employed by any of them or anyone for whose acts, errors or omissions any of them may be liable. "Claim" means any loss, claim, suit, action, liability, damage or expense of any kind or nature whatsoever, including but not limited to attorneys' fees and costs, attributable to personal or bodily injury, sickness, disease or death, or to injury to or destruction of property, including the loss of use resulting therefrom. Contractor's duty to indemnify, defend and hold harmless includes but is not limited to claims by Contractor's or any subcontractor's officers, employees or agents. Contractor's duty, however, does not extend to claims arising from the sole negligence or willful misconduct of the Peninsula Regional Support Network, Kitsap County, Jefferson County or Clallam County, or the elected and appointed officials, officers, employees and agents of any of them. For the purposes of this indemnification provision, Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the parties. This provision shall survive the expiration or termination of this Agreement.

**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.

## **MODIFICATION**

No change, addition or erasure of any portion of this Agreement shall be valid or binding upon either party. There shall be no modification of this Agreement, except in writing, executed with the same formalities as this present instrument.

## **VENUE AND CHOICE OF LAW**

Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Washington, County of Kitsap. It is mutually understood and agreed that this

Agreement shall be governed by the laws of the State of Washington, both as to interpretation and as to performance.

### **INTEGRATION CLAUSE**

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligation other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between parties.

### **TERMINATION CLAUSE**

The PRSN may terminate this Agreement in whole or in part whenever PRSN determines, in its sole discretion, that such termination is in the best interests of the PRSN. Termination in accordance with this paragraph will be effective ten (10) days after the deposit of written notice of such termination in the U. S. mail, regular delivery. If the Agreement is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed to the date of termination. An equitable adjustment in Contractor's compensation for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work.

### **DISPUTES**

Disputes shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms, and applicable statutes and regulations and make a determination of the dispute. These dispute resolution procedures shall not modify or reduce either party's rights to judicial proceedings.

### **DURATION OF AGREEMENT**

As evidenced by signatures herein, the parties accept the terms and conditions of the Agreement. This Agreement is in effect from the date of January 1, 2009 through December 31, 2009.

### **LIMITED WAIVER OF SOVEREIGN IMMUNITY**

Each party hereby grants a limited waiver of sovereign immunity to suit solely with respect to claims made against it by the other party to this agreement arising under, or relating to, this Agreement.

As evidenced by signatures hereon, the parties accept the terms and conditions of this Agreement.

**PENINSULA REGIONAL SUPPORT NETWORK, By the Kitsap County Board of Commissioners, Its Administrative Entity**

**CONTRACTOR: Lower Elwha Klallam Tribe**

Charlotte Garrido  
Charlotte Garrido, Chair

Frances G. Charles  
Name: Frances G. Charles  
Title: Tribal Chairman

Steve Bauer  
Steve Bauer, Commissioner

I attest that I have the authority to sign this Agreement on behalf of Lower Elwha Klallam Tribe

Josh Brown  
Josh Brown, Commissioner

DATE 01/08/09

DATE 2/9/09

Fed. ID. No. 91-0838085

Attest:

Opal Robertson  
Opal Robertson, Clerk of the Board

