

**INTERLOCAL AGREEMENT FOR  
OLYMPIC REGIONAL TRIBAL PUBLIC HEALTH  
MUTUAL AID AGREEMENT PROJECT**

This Interlocal Agreement ("agreement") is entered into between the Kitsap County Health District ("KCHD") and Clallam County Health and Human Services ("CCHHS").

**THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. Services. The Clallam County Health Officer and Public Health Program Manager will participate in a workgroup with KCHD and Tribes from the Kitsap and Olympic Peninsulas to create the Olympic Regional Tribal Public Health Mutual Aid Agreement Operation Plan. The workgroup will meet monthly during this Agreement's period of performance. In addition, CCHS staff may test the Mutual Aid Agreement and Operation Plan during an exercise or real-life event during this Agreement's period of performance. The Clallam County Health Officer may provide services for up to 10 hours monthly. The Public Health Program Manager and other CCHHS staff may provide services monthly and/or as needed according to the scope of this agreement.

2. Compensation and Payment. The hours compensated for services will be billed at each individual's hourly wage plus applicable actual benefit rate in place at the time of service. Mileage will be reimbursed to CCHHS at the federally approved mileage reimbursement rate or the actual cost of car pool charges by CCHHS ER&R. The total amount payable under this Agreement by KCHD to CCHHS shall not exceed \$10,000.

CCHHS shall submit invoices detailing services, wage rates, benefit rates, hours provided and names of persons providing services to KCHD, at 345 6<sup>th</sup> Street, Suite 300, Bremerton, WA 98337, Attention: Jessica Guidry, once a month for payment. Subject to the other provisions of the Agreement, KCHD generally will pay such an invoice within thirty (30) days of receipt.

3. Period of Performance. The period of performance of this Agreement is October 1, 2009, through August 8, 2010.

4. Notices. Any notice, invoice, proof of insurance, or payment required or permitted under this Agreement will be addressed as follows:

KCHD Contract Representative  
Scott Daniels, Deputy Director  
Kitsap County Health District  
345 6<sup>th</sup> Street, Suite 300  
Bremerton, WA 98337

CCHHS Contract Representative  
Kim Yacklin, Administrative Manager  
Clallam County Health and Human Services  
223 East Fourth Street, Suite 14  
Port Angeles, WA 98362

5. Indemnification. Indemnification. The indemnitor will indemnify the other parties from and against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, that is the sole negligence of the indemnitor. In the case of concurrent negligence of the indemnitor and indemnitee, each will be responsible for their own negligence. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington for the purposes of this provision and acknowledges that this waiver was mutually negotiated. This provision shall survive the expiration or termination of this Agreement.

6. Insurance. CCHHS shall obtain and keep in force during the terms of the Agreement, or as otherwise required

- A. CCHHS shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.
- B. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or the equivalent and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an increased contract.

7. Termination. This Agreement may be terminated by either party upon giving at least 30 days' advance written notice to the other party.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.

9. Amendment. This Agreement may be modified only by a written amendment executed by authorized representatives of both parties.

10. No Waiver. This failure of either party to insist upon strict performance of any term or condition of this Agreement will not be construed to be a waiver, unless expressly so stated in a writing signed by an authorized representative of that party.

11. Legal Effect. Each party warrants that it has taken all actions necessary for this Agreement to take legal effect and that the person signing on its behalf has full legal authority.

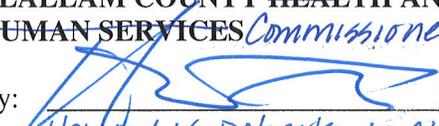
12. Legal Compliance. The parties agree to comply with all applicable federal, state, and local laws in the performance of this Agreement.

KITSAP COUNTY HEALTH DISTRICT

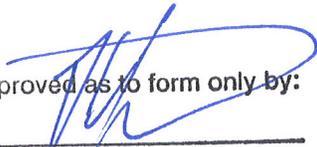
By:   
Scott W. Lindquist, MD, MPH  
Director and Health Officer

Date: 4-8-10

*Board of*  
CLALLAM COUNTY HEALTH AND  
HUMAN SERVICES *Commissioners*

By:   
Howard V. Doherty, Jr., Chair

Date: May 25, 2010

Approved as to form only by:  
  
Douglas E. Jensen  
Chief Civil Deputy Prosecuting Attorney  
Clallam County