

**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 6th 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 6th 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.