

**RESTATED
INTERLOCAL AGREEMENT
For the
PENINSULA REGIONAL SUPPORT NETWORK**

ARTICLE I. PURPOSE OF AGREEMENT

The Purpose of this Restated Agreement is to amend the "Interlocal Agreement for the Peninsula Regional Support Network," dated October 23, 1989, to provide for the formal participation of Indian Tribes located in Kitsap, Jefferson and Clallam Counties, Washington in the Regional Support Network (RSN) and for designation of a representative for those tribes to serve on the RSN Board of Directors as a Tribal Liaison.

ARTICLE II. MEMBERSHIP

This organization shall be named the PENINSULA REGIONAL SUPPORT NETWORK (hereinafter referred to as the RSN) and shall consist of the following parties:

KITSAP COUNTY
Kitsap County Courthouse
614 Division Street
Port Orchard, Washington 98366

CLALLAM COUNTY
Clallam County Courthouse
223 East Fourth Street
Port Angeles, Washington 98362

JEFFERSON COUNTY
Jefferson County Courthouse
Jefferson and Cass Streets
Port Townsend, Washington 98368

JAMESTOWN S'KLALLAM TRIBE
1033 Old Blyn Hwy.
Sequim, WA 98382
360 683-1109

ARTICLE III. AREA TO BE SERVED

The geographical area shall consist of:

- a. Kitsap County – 392.70 square miles;
- b. Clallam County – 1,752.50 square miles;
- c. Jefferson County – 1,805.20 square miles;

ARTICLE IV. CERTIFICATION OF AUTHORITY

Parties, by signatures, certify that they possess full legal authority, as provided by federal, state, tribal and local statutes, charters, codes or ordinances, to enter into this agreement and to provide services pursuant to RCW 71.24, 71.34, and 71.05.

ARTICLE V. POWERS, FUNCTIONS AND RESPONSIBILITIES OF REGIONAL SUPPORT NETWORK

The RSN shall exercise such powers, functions, and responsibilities as necessary for the planning, establishing and operating of a comprehensive community mental health system in accordance with RCW 71.24, 71.34, and 71.05, and related regulations.

ARTICLE VI. REGIONAL SUPPORT NETWORK BOARD

There shall be a RSN Board (hereinafter referred to as the Board), which shall constitute the executive body of the Peninsula RSN. The Board shall exercise all executive powers, functions, and responsibilities necessary for conducting the RSN, not expressly delegated by the Board to their agencies, organizations, or individuals, for all activities established pursuant to RCW 71.24 and regulations promulgated thereto. The Board shall establish rules and procedures (bylaws) as necessary for conducting meetings, to include the following:

- a. **Membership:** The Board shall be composed of the three elected Commissioners from each of the three aforementioned counties, and one Tribal Liaison representing the various tribes in the three counties, for a total of ten (10) members.
- b. **Voting:** Each member of the Board shall have one vote. All decisions of the Board shall be made by no less than a majority vote of a quorum at a meeting where a quorum is present.
- c. **Quorum:** A quorum shall consist of a total of not less than three (3) members representing three (3) of the four (4) parties to this agreement.
- d. **Chair, Vice-Chair, Second Vice-Chair and Third Vice-Chair:** The board shall elect a Chair, a Vice-Chair, a Second Vice-Chair and a Third Vice-Chair by a majority vote at a meeting where a quorum is present, for a term of service not to exceed one (1) year. Officers of the Board shall be comprised of one elected member from each county and from the tribe serving as the Tribal Liaison, and officers shall rotate annually through ascension.
- e. **Meetings:** The Board shall meet at such times and places as determined by the Board. In the absence of the Chair, the Vice-Chair shall preside over meetings. In the absence of the Chair and Vice-Chair, the Second Vice-Chair shall preside over meetings. In the absence of the Chair, Vice-Chair, and Second Vice-Chair, the Third Vice-Chair shall preside over meetings. In the

absence of the Chairman, Vice-Chair, Second Vice-Chair or Third Vice-Chair, a Chair pro tem shall be elected by a majority of the members present to preside for that meeting only.

- f. **Powers, Functions, and Responsibilities:** In accordance with an agreement between the RSN and counties and the RSN and participating tribes within the three counties, the Board's powers, functions, and responsibilities may (either jointly with the counties and participating tribes or independently) include, but are not limited to:
- (1) Establishment of policies, priorities, goals, and objectives of the RSN and the programs and services to be operated by the RSN.
 - (2) Establishing and implementing policies and procedures for planning, administering, monitoring and evaluating programs and services.
 - (3) Review and approval of comprehensive plans and modifications thereto.
 - (4) Approval of applications for funds to be submitted and all contracts and agreements related thereto with the Department of Social and Health Services of Washington State and other departments and agencies of state, local or participating tribal government as may be required.
 - (5) Such other functions as may be deemed appropriate for the discharge of the RSN's duties and responsibilities under law and regulations.
 - (6) Delegation of such functions and responsibilities, along with adequate funding, to agencies, individuals or subcommittees as deemed appropriate for effective administration.
 - (7) Approving all RSN-wide grants, subgrants, contracts and agreements.
 - (8) Appointment of all advisory board members pursuant to nomination and appointment process established by the RSN. The advisory board shall be composed of equal numbers of individuals from each of the three counties, including tribal representatives, and at least 51% of its membership shall be made up of consumers or family advocates.
 - (9) The Board shall in no way limit service agencies from applying for and receiving grants from outside sources which are designed to enhance their ability to provide local services.

ARTICLE VII. GRANT RECIPIENT AND ADMINISTRATIVE ENTITY

The Kitsap County Board of Commissioners is hereby designated as the grant recipient and administrative entity of the RSN, and shall exercise such duties and responsibilities as prescribed by the agreement, RCW 71.24, and the regulations promulgated thereof. This will include authority to:

- a. Receive and disburse funds in accordance with grant agreements and contracts with the State of Washington, to include the execution of all

contracts. Funds shall be administered in adherence with WAC 275-56-065, 070, 075, 080, and 085.

- b. Carry out all necessary functions for operation of the program including:
 - (1) Execute grants, subgrants, contracts, and other necessary agreements as authorized by the Board necessary to carry out RSN functions.
 - (2) Employing administrative staff to assist in administering the programs authorized by the Board.
 - (3) Organization and staffing as authorized by the Board.
 - (4) Developing procedures for program planning, operating, assessment and fiscal management, evaluating program performance, initiating any necessary corrective action for subgrantees and subcontractors, determining whether there is a need to reallocate resources, as directed by the Board, and modifying grants, consistent with goals and policies developed by the Board.

- c. Subcontract to the signatory counties such functions as may be deemed appropriate by the Board. This may include planning and providing services directly or subcontracting for local mental health services within the counties' funding allocation.

ARTICLE VIII. ALLOCATION OF FUNDS

All funds granted to the RSN under RCW 71.24 or any other legislation shall be allocated and expended among participating counties and tribes for programs and services for which they are intended according to state, tribal and federal formula, approved plans, grants, and all pertinent laws and regulations.

Funds currently received by each county, or providers located in each county, shall be allocated by the RSN for services within that county. Millage, current expense contributions to mental health programs by county government, and ITA maintenance of effort funds shall be retained by each county and dispensed by the Board of Commissioners thereof, provided, however, that current ITA maintenance of effort funds continue to be appropriated for ITA services.

New funds which become available as a result of attaining RSN status shall be allocated according to state formula criteria to fund programs in each of the three counties including those of participating tribes. However, by majority vote, the Board may redirect funds when deemed appropriate for region-wide services or to fund particular programs in individual counties.

ARTICLE IX. LIABILITY

- a. **Sovereign Immunity:** Each party to this Agreement consents to a limited waiver of sovereign immunity for enforcement of the provisions of this Agreement, and this Agreement only, against it by any other party or parties to

this agreement. For this purpose only, each party consents to the personal jurisdiction of the Tribal Courts and the courts of competent subject matter jurisdiction of the State of Washington.

- b. **Joint and Several Liability for Contract Oversight:** Each party to this agreement is responsible for overseeing the operations of the RSN to provide services under RCW 71.24 and the regulations enacted thereto. The parties shall be jointly and severally liable for debts, liabilities and obligations incurred by the RSN which arise under RCW 71.24 and state regulations, and with respect to the grants, contracts or agreements administered thereto.
- c. **Hold Harmless:** Each party to this agreement agrees to defend, indemnify and hold harmless all other parties to this Agreement, their officers, agents, and employees for any claim, action, including but not limited to actions for misappropriation of funds, employment-related claims, judgment, or lien for injury to persons or property damage caused by, resulting from or arising out of the sole negligence of the indemnifying party, its officers, agents, or employees; and the indemnifying party expressly waives its immunity under the Industrial Insurance, Title 51 RCW insofar as this hold harmless agreement is concerned. This provision shall survive the expiration or termination of this Agreement.
- d. **Purchase of Independent Insurance:** Kitsap County, as the administrative entity, shall obtain and maintain throughout the term of this Agreement, general liability and malpractice insurance coverage in the amount of \$10,000,000 per occurrence for any acts or omissions occurring in behalf of, or related to, the member or PRSN's actions or responsibilities related to the provision of services under this Interlocal Agreement. This policy shall name each County or municipal member as an insured and each other member as an additional insured. This coverage shall be the primary coverage in order to shield the individual interests of each member related to the provision of services, whether administrative or contractual, covered by this agreement.

The PRSN shall assure the coverage applies to claims after termination or expiration of the Agreement that relate to services provided under this Interlocal Agreement and any other agreements of the PRSN. The PRSN shall be solely responsible for any premiums or deductible amounts required under such policies; however, said costs or normal business expenses to be paid out of available PRSN funds. Evidence of such insurance shall be promptly provided to any member upon its written request. PRSN shall not permit such policy(ies) to lapse without first providing each member at least thirty (30) calendar days written notice of its intention to allow the policy(ies) to lapse. Each Board member shall be a covered insured for any and all official acts performed by such individual under this agreement.

ARTICLE X. DURATION AND RENEWAL OF AGREEMENT

- a. This agreement shall take effect upon the date of its execution and shall remain in effect indefinitely or until amended or terminated.
- b. This agreement may be amended from time to time only in accordance with the Interlocal Cooperation Act.
- c. This Agreement shall remain in effect until terminated pursuant to the terms of Article XI, below.

ARTICLE XI. TERMINATION

- a. **Prior Notice:** Any party hereto shall have the right to withdraw from this RSN at any time, provided that the remaining members of the RSN shall have received written notification of the party's intention to withdraw at least 120 days prior to the proposed effective date of such withdrawal; and provided further, that such notification is received at least 120 days prior to the expiration of the current fiscal grant-year period.
- b. **Return of Funds:** In the event that a party withdraws from the RSN, such funds which are budgeted for services in that jurisdiction shall be deleted from the RSN budget through contract amendment. These funds shall be returned to DSHS, which shall then become responsible for service delivery in that jurisdiction.
- c. **Access to Services:** If a party withdraws from the RSN after a RSN-wide service is established within that party's jurisdiction, said service shall be made available to the remaining parties on a contractual basis. If such service is located within the jurisdiction of remaining parties, it shall be available to the withdrawn party on a contractual basis.
- d. **Disposal of Fixed Assets:** If a party withdraws from the RSN, such fixed assets of the RSN as may be located within that jurisdiction shall be returned to the RSN for use, while fixed assets not purchased with RSN funds shall vest with the withdrawing party.

Upon the dissolution of the entire RSN, ownership of such fixed assets as may have been purchased with state funds shall revert to the state.

We, the undersigned, do hereby ratify this agreement and the terms and conditions herein, and do hereby undertake to conduct this RSN for providing community mental health services in Kitsap, Clallam, and Jefferson Counties and in tribal jurisdictions within those counties according to law and regulations.

Effective this _____ day of _____, 2011

**PENINSULA REGIONAL SUPPORT NETWORK, By
Kitsap County, its administrative entity**

Approved this _____ day of _____, 2011

Charlotte Garrido, Chair

Steve Bauer, Commissioner

Josh Brown, Commissioner

ATTEST:

Dana Daniels, Interim Clerk of the Board

CLALLAM COUNTY BOARD OF COMMISSIONERS

Approved this _____ day of _____, 2011

Howard V. Doherty Jr.

Michael C. Chapman

Stephen P. Tharinger

ATTEST:

Trish Holden, CMC, Clerk of the Board

JEFFERSON COUNTY BOARD OF COMMISSIONERS

Approved this _____ day of _____, 2011

Chairman

Commissioner

Commissioner

ATTEST:

Lorna Delaney, MMC, Clerk of the Board

Approved as to form only:

Dan W. Adams 2/9/2011

Jefferson Co. Prosecutor's Office