

APR 24 2009

KITSAP COUNTY
HEALTH DISTRICT

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

This Interlocal Agreement for the Olympic Regional Tribal Public Health Mutual Aid Agreement Project (“Agreement”) is entered into between the Kitsap County Health District, a health district formed pursuant to chapter 70.46 RCW (“Health District”), and the Suquamish Tribe, a federally recognized Indian tribe (“Tribe”).

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Services. A representative(s) designated by the Tribe will participate in meetings with Kitsap County Health District, Clallam Health and Human Services, and other Tribes in the Olympic and Kitsap Peninsulas as part of a workgroup to create the Olympic Regional Tribal Public Health Mutual Aid Agreement. The purpose and scope of the Mutual Aid Agreement will be determined by the workgroup with final approval by jurisdictional decision-makers.

2. Compensation.

- a. The Health District agrees to reimburse the Tribe for expenses related to participating in this Agreement, including travel expenses.
- b. The total amount payable under this Agreement by the Health District to the Tribe shall not exceed \$5,000.
- c. The Tribe shall submit one invoice to the Health District. This invoice must be received by August 3, 2009.
- d. Subject to other provisions of this Agreement, the Health District generally will pay the invoice within thirty (30) days of receipt.

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

4. Qualifications. The representative of the Tribe will be selected by the Tribal Chair to participate in the workgroup described in this Agreement. The work is undertaken with the understanding that the Tribal representatives do not have authority to bind their respective jurisdictions, and that final approval of any agreements will be the responsibility of the jurisdictional decision-makers.

5. Notices. Any notice, invoice, or payment required or permitted under this Agreement will be addressed as follows:

Health District
Kitsap County Health District
345 6th Street, Suite 300
Bremerton, WA 98337

Tribe
Suquamish Tribe
18490 Suquamish Way
Suquamish, WA 98392

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

7. 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.

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

9. 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.

10. 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.

11. 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

SUQUAMISH TRIBE

By: _____

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

By: _____

Leonard Forsman
Tribal Chair

Date: _____

April 7, 2009

Date: _____

4/15/09

Olympic Regional Tribal/Public Health Mutual Aid Agreement Proposal Details

It is proposed that a work group (“Tribal/PH work group”) be created and made up of representatives from three public health jurisdictions and seven tribal jurisdictions. The idea is to meet and discuss issues related to development of a mutual aid agreement (MAA) to be used in the event of a local or regional public health emergency. This memo sets forth the logistical details related to the proposal as well as a brief description of each participant’s role or responsibility.

1. The Tribal/Public Health MAA work group. It is proposed that each tribal jurisdiction select one representative to participate in the work group. Other participants will be Dr. Scott Lindquist, representing the Kitsap County Health District, Dr. Tom Locke, representing Jefferson and Clallam County Health Departments, and Jessica Guidry, the Region 2 Public Health Emergency Preparedness and Response (PHEPR) coordinator. If the participants would like to be represented by legal counsel during the process, they may do so, but there is no requirement to do so. The work is undertaken with the understanding that the representatives do not have authority to bind their respective jurisdictions, and that final approval of any agreements will be the responsibility of the jurisdictional decision-makers. The work is also undertaken with the understanding that the participants may or may not come to agreement.
2. The facilitator. Susan Ferguson, a contractor with the Washington State Department of Health (DOH), will facilitate the process. Although Ms. Ferguson is an attorney, in this process, she is acting as a neutral facilitator, and not as an attorney. She does not represent DOH or any party in the facilitation, and does not provide legal advice. DOH does not participate in the meetings or in the process, although Ms. Ferguson does provide DOH with progress reports from time to time. The agreement that may result from this process is the work product of the MAA work group participants alone.

Ms. Ferguson’s principle responsibilities are to prepare materials, lead discussion, organize the meetings for the work group, and then write the multiple drafts of the proposed mutual aid agreement, per direction received from the participants. Once the participants decide on the tribal, state or national model mutual aid agreements that they think will give scope to their agreement, Susan will draft a document called “Starting Points for Discussion” that will break down the proposed agreement by specific issues. She will then create

meeting agendas, based on discussion of selected issues at each meeting. In between meetings, she will write the successive drafts of the proposed agreement, based upon the direction received from the work group at each meeting.

3. The proposed schedule. It is proposed that the first meeting be held on December 12, 2008 in the general vicinity of Port Angeles. Dr. Tom Locke will make an arrangement for the actual meeting location, possibly at a tribal location. One purpose of the first meeting is to meet one another and discuss the scope of the proposed agreement, including the selection of suitable tribal, state or national mutual aid agreement models to use for the "Starting Points for Discussion" document. Following the first meeting, Susan will create that document and send it to the participants electronically, and also create hard copy notebooks for their use that will be distributed at the second meeting.

At the first meeting, the work group will also decide on the future meeting dates and locations. It is anticipated that five meetings, one per month from January to May 2009, will be needed to discuss the MAA issues. Those dates will be selected at the December meeting, as everyone's calendars fill up fast, and future meeting dates need be set aside. The participants will decide whether they prefer to meet in one or more central location(s) for all meetings, or to rotate locations, so participants can take turns not having to travel.

It is the responsibility of the work group representatives to keep decision-makers informed throughout the process, so that decision-makers can comment, and raise questions or concerns as the agreement progresses.

Once a final first draft of a proposed mutual aid agreement is reached, if any, then the participants will undertake an internal review process in their respective tribal and public health jurisdictions. Sixty days should be allotted for the internal review. The agreement is reviewed by legal counsel (if not already reviewed), risk managers, insurance brokers, internal administrative committees, and any other entity the jurisdiction deems appropriate. If issues or concerns arise, the work group participants would share them with the facilitator, and the work group, to find solutions.

Following the 60 day internal review process, the work group participants would have another meeting to discuss proposed

changes to the agreement to resolve the issues or concerns emanating from the internal reviews. Once a final agreement is reached, it would be presented to the decision-makers for review, comment and possible adoption. If issues arise related to decision-maker concerns, the work group might have to meet again to discuss and/or resolve them, unless it is possible to resolve final issues via email communication.

4. Tribal reimbursement. The Washington State Department of Health has agreed to provide \$5,000.00 per tribe for the reimbursement of costs related to participation in the Olympic Regional Tribal/PH Mutual Aid Agreement facilitation process. The funds will be part of the Kitsap County Health District's consolidated contract