

BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

**RESOLUTION AUTHORIZING
EXECUTION OF INTERGOVERN-
MENTAL/JURISDICTIONAL
AGREEMENT BETWEEN CHELAN
COUNTY, DOUGLAS COUNTY, AND
GRANT COUNTY RE: NORTH
CENTRAL WASHINGTON
BEHAVIORAL HEALTH**

RESOLUTION No. 15-⁰⁸³-CC

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, permits local governmental entities to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, for the purposes of providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, the counties of Chelan, Douglas, and Grant (hereafter collectively referred to as the Counties) , are jurisdictions created and situated within the State of Washington and vested with authority to enter into an interlocal agreement pursuant to chapter 39.34 RCW; and

WHEREAS, the Chelan-Douglas Regional Support Network (CDRSN) was established pursuant to RCW Chapter 71.24 and RCW Chapter 39.34 as a joint operation of Chelan County and Douglas County, and serves the mental health service needs of the two counties, with Douglas County serving as lead agency; and

WHEREAS, Grant County is a member of the multi-county Spokane County Regional Support Network, and that Regional Support Network serves the mental health service needs of Grant County, with Spokane County serving as lead agency; and

WHEREAS, the Washington State Legislature passed E2SSB 6312 pertaining to the integration of the State's purchasing of mental health, chemical dependency and physical health treatment services, resulting in the realignment of counties into Regional Service Areas and requiring adoption of a Behavioral Health Organization or Early Adopter model of services integration; and

WHEREAS, THE Washington State Department of Social and Health Services, Division of Behavioral Health and Recovery, authorized a Regional Service Area comprised of Chelan, Douglas, and Grant Counties, and the Counties have chosen to pursue a Behavioral Health Organization model of service integration, effective April 1, 2016; and

WHEREAS, THE Counties must submit a Detailed Plan to the Washington State Department of Social and Health Services, Division of Behavioral Health and Recovery, for establishment of the Behavioral Health Organization, subject to the review and approval of the state;

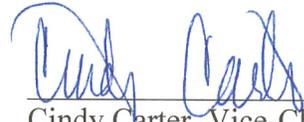
NOW, THEREFORE, BE IT RESOLVED, that the attached Interlocal Cooperative Agreement between Chelan County, Douglas County and Grant County Re: North Central Washington Behavioral Health, be executed by and between Grant County and the counties of Chelan and Douglas.

PASSED AND ADOPTED this 14th day of December, 2015.

**BOARD OF COUNTY
COMMISSIONERS
GRANT COUNTY, WASHINGTON**

Yea Nay Abstain


Richard Stevens, Chair


Cindy Carter, Vice-Chair


Carolann Swartz, Member

ATTEST:


Clerk of the Board

1 Return Document to: Board of County Commissioners
2
3 Document Title: Interlocal Cooperative Agreement Re: North Central Washington
4 Behavioral Health
5 Related documents: N/A
6 Grantor: Chelan County, Douglas County, Grant County
7 Grantee: Chelan County, Douglas County, Grant County
8 Legal Description: N/A
9 Parcel Number(s): N/A

10
11
12
13 **INTERLOCAL COOPERATIVE AGREEMENT BETWEEN**
14 **CHELAN COUNTY, DOUGLAS COUNTY AND GRANT COUNTY RE:**
15 **NORTH CENTRAL WASHINGTON BEHAVIORAL HEALTH**
16

17 This Agreement is made by and between Chelan County, Washington, Douglas
18 County, Washington, and Grant County, Washington, collectively referred to as the
19 Counties and the Chelan-Douglas Regional Support Network, referred to as CDRSN.
20

21 WHEREAS, each County is a political subdivision and municipal corporation
22 organized and existing under the Washington State Constitution and the laws of the
23 State of Washington, and particularly those set forth at RCW Title 36;
24

25 WHEREAS, RCW Chapter 39.34, the Interlocal Cooperation Act, permits local
26 governments to make the most effective use of their powers by enabling them to
27 cooperate with each other on the basis of mutual advantage, and thereby provide planning,
28 administrative and program services in a manner that will accord best with geographic,
29 economic and population factors;
30

31 WHEREAS, the Chelan-Douglas Regional Support Network (CDRSN) was
32 established pursuant to RCW Chapter 71.24 and RCW Chapter 39.34 as a joint
33 operation of Chelan County and Douglas County, and serves the mental health service
34 needs of the two counties, with Douglas County serving as lead agency;
35

36 WHEREAS, Grant County is a member of the multi-county Spokane County
37 Regional Support Network, and that Regional Support Network serves the mental
38 health service needs of Grant County, with Spokane County serving as lead agency;
39

40 WHEREAS, the Washington State Legislature passed E2SSB 6312 pertaining to the
41 integration of the State's purchasing of mental health, chemical dependency and physical
42 health treatment services, resulting in the realignment of counties into Regional Service
43 Areas and requiring adoption of a Behavioral Health Organization or Early Adopter model of
44 services integration;
45

46 WHEREAS, the Washington State Department of Social and Health Services,
47 Division of Behavioral Health and Recovery, authorized a Regional Service Area
48 comprised of Chelan, Douglas and Grant Counties, and the Counties have chosen to

1 pursue a Behavioral Health Organization model of service integration, effective April 1,
2 2016; and
3

4 WHEREAS, the Counties must submit a Detailed Plan to the Washington State
5 Department of Social and Health Services, Division of Behavioral Health and Recovery,
6 for establishment of the Behavioral Health Organization, subject to the review and
7 approval of the State.
8

9 NOW, THEREFORE, in consideration of the premises and promises, terms and
10 conditions set forth below, it is hereby agreed as follows:
11

12 **ARTICLE I**
13 **PURPOSE**
14

15 1.01 **Purpose.** This creates North Central Washington Behavioral Health
16 (NCWBH) as a joint operation of the Counties to provide for integrated mental health
17 treatment and chemical dependency treatment services in accordance with E2SSB
18 6312, RCW Chapter 71.24, RCW Chapter 71.36 and RCW 70.96A, effective and
19 commencing April 1, 2016.
20

21 **ARTICLE II**
22 **DURATION AND TERMINATION OF AGREEMENT**
23

24 2.01 **Commencement.** This Agreement shall commence immediately upon
25 filing pursuant to Paragraph 10.06.
26

27 2.02 **Termination.** This Agreement shall terminate automatically in the event
28 the Washington State Department of Social and Health Services, Division of Behavioral
29 Health and Recovery, does not approve the establishment of the NCWBH. The joint
30 operation of NCWBH may be terminated by the unanimous written consent of all Counties
31 then members of the NCWBH. This Agreement and the NCWBH shall continue for the
32 limited purpose of winding up the business of the NCWBH, discharge of all claims, liabilities
33 and contractual obligations of the NCWBH, and distribution of NCWBH assets in
34 accordance with this Agreement.
35

36 2.03 **New Members.** New county members may be admitted to the NCWBH,
37 with the approval of the Washington State Department of Social and Health Services,
38 Division of Behavioral Health and Recovery, on such terms and conditions as may be
39 approved by the Governing Board.
40

41 2.04 **Withdrawal.** A County party may withdraw from this Agreement by serving
42 written notice on the other Counties and the NCWBH not less than seven (7) months
43 prior to the end of the then current state fiscal year, June 30. Withdrawals may only be
44 effective on June 30. As a condition precedent to withdrawal, the County intending to
45 exercise withdrawal shall engage in good faith discussions with the other Counties in an
46 effort to identify and reach resolution of any issues or concerns of the Counties that are

1 the motivation for withdrawal. Withdrawal may only be exercised if these good faith
2 discussions are unsuccessful in resolving the identified issues and/or concerns.

3
4 In the event a member County withdraws from the NCWBH, the withdrawing County shall
5 receive a distribution equal to its proportional share of the Risk and Inpatient Reserve Fund
6 determined by the ratio of covered lives within each respective County to the total
7 covered lives with the Regional Service Area covered by NCWBH.

8
9
10 **ARTICLE III**
11 **GOVERNANCE AND OFFICERS**

12 **3.01 Governing Board.** The NCWBH shall be governed by a Governing Board
13 comprised of three (3) members.

14
15 **3.02 Composition.** Each County Board of County Commissioners shall appoint
16 one Commissioner to the Governing Board. Each Board's remaining two
17 Commissioners shall serve as a first alternate and second alternate.

18
19 **3.03 Officers and Meetings.**

20
21 A. The Governing Board shall elect a Chair and a Vice-Chair. The two officers
22 shall be from different Counties.

23
24 B. The Governing Board shall meet monthly. A special meeting of the
25 Governing Board may be called by the Chair or by at least two (2) members: provided,
26 that at least three (3) days prior written notice of special meetings shall be provided to
27 each member.

28
29 C. Each member of the Governing Board shall have one vote.

30
31 D. A quorum of the Governing Board requires the participation of two (2)
32 members, either by personal attendance or participation by telephone conference
33 equipment. Action by the Governing Board shall require two (2) affirmative votes.
34 Members shall not vote by proxy.

35
36 **3.04 Powers.** The powers of the Governing Board shall include:

37
38 A. Hiring, evaluating and terminating the NCWBH Administrator, who shall serve
39 at the pleasure of the Governing Board and be a point of accountability for NCWBH
40 operations and administrative structure, including all hiring of employees and
41 development, approval, and implementation of all policies and procedures, service
42 delivery plans and operating plans. (Current CDRSN employees shall initially transfer to
43 comparable initial positions at NCWBH.);
44

1 B. Participation in the hiring of the Compliance Officer as detailed in the Bylaws.
2 Termination of the NCWBH Compliance Officer requires consent of the Governing Board
3 (Current CDRSN employees shall initially transfer to comparable positions in NCWBH);
4

5 C. Reviewing, modifying, approving and adopting NCWBH budgets and contracts
6 developed and presented by the NCWBH Administrator or the Governing Board;
7

8 D. Adopting Bylaws for NCWBH and approving amendments, alterations or
9 repeals of the Bylaws. Any such Bylaws shall be consistent with this Agreement and
10 shall be binding on all parties;
11

12 E. Reviewing and approving drafts of all Advisory Board Bylaws as recommended
13 for adoption by the Advisory Board;
14

15 F. Executing contracts for the operation of NCWBH, including leases for the rental of real
16 property and personal property;
17

18 G. Adopting within the Bylaws, policies and procedures for the use and payback of risk
19 reserve funds, further defining the responsibilities and duties of the NCWBH Administrator and
20 Compliance Officer, and instituting any insurance requirements or coverage the Governing Board
21 deems prudent; and
22

23 H. Taking any necessary or proper steps to exercise the powers of the
24 Governing Board. If the NCWBH Administrator is unable or unwilling to perform his or her duties,
25 the Governing Board possesses the authority to act in the Administrator's place. If the NCWBH is
26 failing to meet federal and/or state requirements, the Governing Board has authority to take
27 whatever action necessary to bring the NCWBH into compliance.
28

29 **3.05 Lead Agency.** The Lead Agency for providing financial accounting, payroll
30 services, funds custodian, legal services and information technology support to the
31 NCWBH is Douglas County. Douglas County salary schedules and personnel policies
32 shall be used for NCWBH until the Governing Board adopts alternate schedules and
33 policies.
34

35 **3.06 Advisory Board.** NCWBH shall maintain an Advisory Board as required
36 by RCW Chapter 71.24, the members of which shall be appointed by the Governing
37 Board. The appointed members of the Advisory Board shall be broadly representative
38 of the geographic and demographic mix of the three-county service population.
39

40 **ARTICLE IV**

41 **FINANCING AND BUDGETS**

42

43 **4.01 Financing.** Operations shall be financed solely by fees, program revenue,
44 contracts with third parties, grants and such other funding as may be received by
45 NCWBH. The Counties shall have no obligation to contribute towards the budget of
46 NCWBH, except as provided by this Agreement. The Counties shall retain individual

1 county control over tax revenues collected under the provisions of RCW 71.20, any
2 other local financial contributions to mental health programs, and grant-funded
3 programs where the application for the grant originated and is retained locally.
4

5 **4.02 Fiscal Agent.** Douglas County is appointed as the fiscal agent of NCWBH.
6 Douglas County, in its role as fiscal agent, is not acting as a surety or guarantor of
7 NCWBH contracts or liabilities. No County is acting as a surety or guarantor of
8 NCWBH contracts or liabilities, except as to contractual obligations to the State as
9 required by RCW Chapter 71.24.
10

11 **4.03 Special Fund Accounts.** The Douglas County Treasurer shall be the
12 custodian of NCWBH funds. All NCWBH operating funds and reserve funds shall be
13 held in special fund accounts earmarked by the Douglas County Treasurer. Interest on
14 investment of NCWBH funds shall accrue to the benefit of the NCWBH operating fund.
15

16 **4.04 Budgets.** NCWBH shall prepare and submit budget requests and
17 amendments to the Governing Board as may be required for NCWBH operations.
18 NCWBH budgets shall include cost allocations for services of the Douglas County
19 Auditor, Treasurer, MIS and Prosecuting Attorney. The budget adopted by the
20 Governing Board shall be forwarded to Douglas County for inclusion in Douglas
21 County's budget. NCWBH shall be included in Douglas County annual audits by the
22 Washington State Auditor's Office and pay its proportionate share of such audit costs.
23

24 **4.05 Accounting.** The Douglas County Auditor shall provide payroll services to
25 NCWBH, process NCWBH payment vouchers, and provide accounting and internal
26 auditing services for NCWBH's contract and financial activities. All accounting
27 procedures shall be in accordance with applicable federal and state requirements,
28 Generally Accepted Accounting Principles (GAAP), state law, and methods prescribed
29 by the Washington State Budgeting, Accounting and Reporting System (BARS).
30

31 **ARTICLE V**

32 **INSURANCE**

33

34 **5.01 Insurance Required.** Douglas County shall include coverage for NCWBH
35 for liability and property insurance through Douglas County's liability and property
36 insurance obtained through the Washington Counties Risk Pool. NCWBH shall
37 reimburse Douglas County for NCWBH's proportionate share of the cost of such
38 insurance coverage, as well as any insurance self-retentions and deductibles applicable
39 to claims.
40

41 In the alternative, the NCWBH shall purchase and maintain General Commercial
42 Liability, Business Automobile Liability, Professional Liability, and Directors Errors and
43 Omissions insurance coverage with limits of liability of not less than \$5,000,000 per
44 occurrence. Each County and each County's officials, employees, agents, and
45 volunteers shall be included as additional named insured on such policies for acts or
46 omissions while performing official functions or duties for NCWBH. Such insurance

1 policies shall provide coverage on an occurrence basis, shall be primary insurance and
2 be non-contributory. Any insurance, self-insured retention, deductible, risk retention or
3 insurance pooling maintained or participated in by a member County shall be excess
4 and not contributory to such insurance policies.

5
6 **ARTICLE VI**
7 **INDEMNITY**
8

9 **6.01 NCWBH Employees.** NCWBH employees are the employees of NCWBH
10 and are not the employees of any member County. NCWBH shall be legally
11 responsible for the acts and omissions of NCWBH employees. NCWBH shall defend,
12 indemnify, and hold the Counties harmless from any and all claims arising out of the
13 acts or omissions of NCWBH employees. NCWBH shall defend, indemnify, and hold
14 the Counties harmless from any and all claims brought by NCWBH employees as a
15 result of their employment, including but not limited to claims for wrongful termination
16 and for violation of employee rights, to the extent that such claims are not resulting from
17 the direct action or inaction of a County's Governing Board representative.

18
19 **6.02 Tort Claims.** NCWBH shall be legally responsible for all tort claims
20 asserted against NCWBH. NCWBH shall defend, indemnify, and hold the Counties
21 harmless from any and all tort claims against NCWBH.

22
23 **6.03 Contract Claims.** NCWBH shall be legally responsible for all contractual
24 claims and liabilities asserted against NCWBH. NCWBH shall defend, indemnify, and
25 hold the Counties harmless from any and all contractual claims or liabilities of NCWBH
26 asserted against the Counties. Such contractual claims or liabilities shall be paid from
27 NCWBH's unrestricted and unencumbered assets. No County is acting as a surety or
28 guarantor of NCWBH contracts, except contractual liabilities to the State of Washington
29 as provided in RCW Chapter 71.24.

30
31 **6.04 Excess Claims.** This paragraph shall not be construed to create any
32 rights whatsoever in any person or entity not a party to this Agreement. The sole
33 purpose of this paragraph is to allocate contribution among the Counties to this
34 Agreement as set forth herein. In the event the assets of NCWBH, the insurance
35 coverages available to NCWBH, and the proceeds of any judgments entered against
36 third parties are insufficient to satisfy any third party claim, damages, costs,
37 judgments, settlements, liabilities and attorney's fees (hereafter Damages) incurred or
38 awarded against the NCWBH arising out of the operations of NCWBH, the Counties
39 shall be proportionally liable for the excess Damages. Proportional liability shall be
40 determined by the ratio of covered lives within each respective County to the total
41 covered lives with the Regional Service Area covered by NCWBH.

42
43 **6.05 Cross-Indemnity.** Each County agrees to indemnify, defend and hold the
44 other Counties, their elected and appointed officials, employees, agents and volunteers,
45 harmless from and against any and all claims, damages, losses and expenses, for any
46 personal injury, for any bodily injury, sickness, disease or death and for any damage to

1 or destruction of any property (including the loss of use resulting therefrom) which are
2 alleged or proven to be caused by the sole negligence, recklessness or willful
3 misconduct of the indemnifying County, its officials, employees, agents and volunteers.
4

5 **6.06 Consolidated Defense.** NCWBH and the Counties agree to maintain a
6 consolidated defense to claims made against them and to reserve all indemnity claims
7 against each other until after liability to the claimant and damages, if any, are
8 adjudicated. If any claim is resolved by voluntary settlement and the parties cannot
9 agree upon apportionment of damages and defense costs, they shall submit
10 apportionment to binding arbitration.
11

12 **6.07 Survival of Indemnity.** The Counties agree all indemnity obligations shall
13 survive the completion, expiration or termination of this Agreement.
14

15 **ARTICLE VII**
16 **RESERVES AND ASSETS**
17

18 **7.01 Risk Reserves.** NCWBH will maintain Risk Reserve Funds as required by
19 its contracts. If at any time, the balance of the Risk Reserve Fund goes below the
20 balance required by NCWBH's contracts, the NCWBH Administrator shall immediately
21 give notice to the Counties and provide the Counties monthly notices of the current
22 balance of the Risk Reserve Fund until the balance meets the NCWBH contracted
23 requirements. The Risk Reserve Fund shall only be used as allowed by the NCWBH's
24 contracts. In addition to risk reserves required by NCWBH's contracts, NCWBH will
25 determine and manage an Internal Reserve Fund for those funds not governed by
26 NCWBH's contracts. The required amounts, specific percent, process, procedure and
27 restrictions for funding, use and replenishment of the Internal Reserve Fund shall be
28 determined by policy and procedure adopted by the Governing Board.
29

30 **7.02 Property.** NCWBH may acquire, hold and dispose of property subject to
31 the same powers and restrictions as imposed by Washington State law upon a County.
32 NCWBH shall have sole and exclusive title to any and all real and personal property
33 and other assets acquired in whole or in part with NCWBH funds.
34

35 **7.03 Transfer of Assets to NCWBH:** Upon the commencement of operations
36 of NCWBH, the parties agree to transfer the following assets and funds to NCWBH:
37

38 A. Chelan County, Douglas County and CDRSN agree to transfer the current
39 balances of all CDRSN Risk and Inpatient Reserves, all CDRSN unrestricted,
40 non-reserve fund balances and title to all CDRSN personal property to NCWBH,
41 after payment of all outstanding claims and liabilities of CDRSN.
42

43 B. Grant County agrees that all Risk and Inpatient Reserves held by the Spokane
44 County Regional Support Network for the benefit of Grant County covered lives and
45 representing Grant County's member equity, if any, shall be transferred to NCWBH.
46 NCWBH shall not be legally responsible for any Risk and Inpatient Reserves

1 deficits or balances due from Grant County to Spokane Regional Support Network
2 and Grant County agrees to pay such amounts due to the Spokane County
3 Regional Support Network. Grant County agrees to indemnify, defend and hold
4 NCWBH, Chelan County and Douglas County harmless from any and all such
5 claims. Grant County further agrees that any and all claims of the Spokane County
6 Regional Support Network for services, administrative expenses and other costs
7 and expenses incurred for the benefit of Grant County, whether arising before or
8 after the effective date of NCWBH operations, shall be paid by Grant County.
9 Grant County agrees to pay any and all such amounts due to the Spokane County
10 Regional Support Network and to indemnify and hold NCWBH, Chelan County and
11 Douglas County harmless from any such claims.

12
13 C. Grant County agrees to pay to NCWBH the amount necessary as a contribution
14 to acquire a proportional share of CDRSN unrestricted, non-reserve fund balances
15 and CDRSN personal property transferred from the CDRSN to NCWBH. The
16 amount of the contribution shall be calculated using the actual fund balances and
17 the value of personal property of the CDRSN transferred to NCWBH. Grant County
18 shall pay the contribution to NCWBH on or before June 1, 2016.

19
20 D. Chelan County and Grant County agree that any "cash advances" received from
21 the Department of Social Health Services and held by the Counties for chemical
22 dependency treatment prior to NCWBH operations shall be transferred to NCWBH.

23
24 **7.04 Contingent Liabilities Upon Dissolution.** Upon dissolution of NCWBH,
25 the Governing Board shall complete and dissolve the business affairs of NCWBH. If
26 liabilities of NCWBH at the time of termination exceed NCWBH assets, each County then
27 being a member shall pay its proportional share of any additional amounts necessary for
28 final disposition of all claims. The proportional share shall be determined by the ratio
29 of covered lives within each respective County to the total covered lives with the
30 Regional Service Area covered by NCWBH.

31
32 **7.05 Distribution Assets upon Dissolution.** Upon dissolution of NCWBH,
33 all assets of NCWBH, after payment of all liabilities and expenses of completing
34 dissolution have been fully satisfied, the remaining assets of NCWBH, if any, shall be
35 distributed to each County then a member in proportion to the ratio of covered lives
36 within each respective member County to the total covered lives with the Regional
37 Service Area covered by NCWBH. The Governing Board shall distribute the assets to
38 the member Counties within six (6) months after the disposition of the last pending
39 claim by NCWBH.

40
41 **ARTICLE VIII**
42 **PERFORMANCE OF AGREEMENT**
43

44 **8.01 Compliance with All Laws.** The Counties shall comply with all federal,
45 state and local laws, rules, regulations and ordinances applicable to the performance of

1 this Agreement, including without limitation all those pertaining to wages and hours,
2 confidentiality, disabilities and discrimination.

3
4 **8.02 Maintenance and Audit of Records.** NCWBH and Douglas County shall
5 maintain books, records, documents and other materials relevant to performance of this
6 Agreement which sufficiently and accurately reflect any and all direct and indirect costs
7 and expenses incurred or paid in the course of performing this Agreement. These
8 records shall be subject to inspection, review and audit by a County or its designee, the
9 Washington State Auditor's Office, and authorized federal agencies. NCWBH and each
10 County shall retain all such books, records, documents and other materials for not less
11 than five (5) years following withdrawal or a County or the termination of this
12 Agreement.

13
14 **8.03 On-Site Inspections.** The Counties or their designees may each evaluate
15 the performance of this Agreement through on-site inspection to determine whether
16 performance is in compliance with the standards set forth in this Agreement, and in
17 compliance with federal, state and local laws, rules, regulations and ordinances.

18
19 **8.04 Rights in Data and Work Product.** Unless otherwise agreed upon by the
20 Counties in writing, all data, reports, documents, pamphlets, advertisements, books,
21 magazines, surveys, studies, computer programs, films, tapes, sound reproductions,
22 educational courses and materials and other work product which originates from the
23 performance of this Agreement shall be "works for hire" and shall be the property of
24 NCWBH.

25
26 **8.05 Improper Influence.** Each County agrees, warrants and represents that it
27 did not and will not employ, retain or contract with any person or entity on a contingent
28 compensation basis for the purpose of seeking, obtaining, maintaining or extending this
29 Agreement. Each County agrees, warrants and represents that no gratuity whatsoever
30 has been or will be offered or conferred with a view towards obtaining, maintaining or
31 extending this Agreement.

32
33 **8.06 Conflict of Interest.** The elected and appointed officials and employees of
34 the Counties do not have any personal interest, direct or indirect, which gives rise to a
35 conflict of interest.

36
37 **ARTICLE IX**
38 **DISPUTES**

39
40 **9.01 Time.** Time is of the essence of this Agreement.

41
42 **9.02 Notices.** Notice to a County shall be served by certified mail, return receipt
43 requested, at the mailing address of County's legislative authority. Notice to NCWBH
44 shall be served by certified mail, return receipt requested, at the mailing address of the
45 main business office of NCWBH.

1 such attempted assignment or delegation shall be void and shall constitute a material
2 breach of this Agreement.

3
4 **10.02 Entire Agreement.** This Agreement constitutes the entire agreement
5 between the Counties. There are no understandings or agreements between Counties
6 other than those set forth in this Agreement and in any appendices attached hereto and
7 incorporated by specific reference. No other statement, representation or promise has
8 been made to induce the Counties to enter into this Agreement.

9
10 **10.03 Modification.** This Agreement may not be amended, supplemented or
11 otherwise modified unless expressly set forth in a written agreement signed by the
12 Counties and adopted by resolution of each County's legislative authority.

13
14 **10.04 Invalid Provisions.** The invalidity or unenforceability of any particular term
15 or provision of this Agreement shall not affect the validity or enforceability of any other
16 term or provision and this Agreement shall be construed in all respects as if such invalid
17 or unenforceable term or provision was omitted.

18
19 **10.05 Counterparts.** This Agreement may be executed by the Counties using
20 duplicate counterparts.

21
22 **10.06 Filing.** Pursuant to RCW 39.34.040, this Agreement shall be filed with the
23 Auditor of each County prior to its entry into force.

24
25 CHELAN COUNTY, WASHINGTON
26 Dated: _____ BOARD OF COUNTY COMMISSIONERS

27
28
29 _____
30 Chair

31
32
33 _____
34 Vice-Chair

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36
37 _____
38 ATTEST: Commissioner

39
40 _____
41 Clerk of the Board

42
43 APPROVED AS TO FORM:
44
45 _____

46 Prosecuting Attorney
47

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DOUGLAS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

Dated: _____

Chair

Vice-Chair

Commissioner

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

Prosecuting Attorney

CHELAN-DOUGLAS
REGIONAL SUPPORT NETWORK
GOVERNING BOARD

Dated: _____

Chair

Vice-Chair

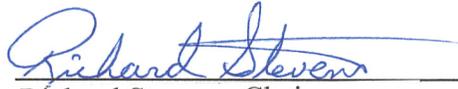
ATTEST:

Clerk of the Governing Board

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Dated: 12-14-15

GRANT COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS


Richard Stevens, Chair

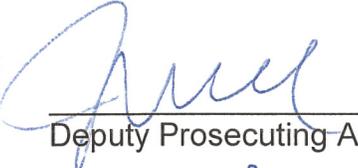

Cindy Carter, Vice-Chair


Carolann Swartz, Member

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


Deputy Prosecuting Attorney
WSBA 31031