

BOARD OF COUNTY COMMISSIONERS
Grant County, Washington

**RESOLUTION AUTHORIZING
EXECUTION OF AMENDED INTERLOCAL
COOPERATIVE AGREEMENT BETWEEN
CHELAN COUNTY, DOUGLAS COUNTY,
AND GRANT COUNTY RE: NORTH
CENTRAL WASHINGTON BEHAVIORAL
HEALTH**

RESOLUTION No. 16-010-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;

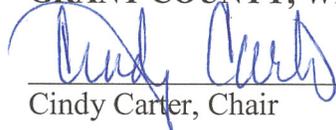
WHEREAS, the Counties signed an Interlocal Cooperative Agreement between Chelan County, Douglas County and Grant County Re: North Central Washington Behavioral Health on December 14, 2015 and have since agreed to amendments to same;

NOW, THEREFORE, BE IT RESOLVED, that the attached [Amended] 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 1st day of February, 2016.

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

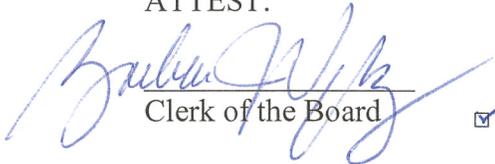
Yea Nay Abstain


Cindy Carter, Chair


Carolann Swartz, Vice-Chair


Richard Stevens, 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 **INTERLOCAL COOPERATIVE AGREEMENT BETWEEN**
12 **CHELAN COUNTY, DOUGLAS COUNTY AND GRANT COUNTY RE:**
13 **NORTH CENTRAL WASHINGTON BEHAVIORAL HEALTH**
14

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

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

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

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

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

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

44 WHEREAS, the Washington State Department of Social and Health Services,
45 Division of Behavioral Health and Recovery, authorized a Regional Service Area
46 comprised of Chelan, Douglas and Grant Counties, and the Counties have chosen to
47 pursue a Behavioral Health Organization model of service integration, effective April 1,
48 2016; and

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

**ARTICLE I
PURPOSE**

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

**ARTICLE II
DURATION AND TERMINATION OF AGREEMENT**

2.01 Commencement. This Agreement shall commence immediately upon filing pursuant to Paragraph 10.06.

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

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

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

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

7
8 **ARTICLE III**
9 **GOVERNANCE AND OFFICERS**

10 **3.01 Governing Board.** The NCWBH shall be governed by a Governing Board
11 comprised of three (3) members.
12

13 **3.02 Composition.** Each County Board of County Commissioners shall appoint
14 one Commissioner to the Governing Board. Each Board's remaining two
15 Commissioners shall serve as a first alternate and second alternate.
16

17 **3.03 Officers and Meetings.**

18
19 A. The Governing Board shall elect a Chair and a Vice-Chair. The two officers
20 shall be from different Counties.
21

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

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

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

34 **3.04 Powers.** The powers of the Governing Board shall include:
35

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

43 B. Participation in the hiring of the Compliance Officer as detailed in the Bylaws.
44 Termination of the NCWBH Compliance Officer requires consent of the Governing
45 Board (Current CDRSN employees shall initially transfer to comparable positions in
46 NCWBH);

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

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

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

F. Executing contracts for the operation of NCWBH, including purchases, sales and leases of real property and personal property;

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

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

I. Changing the designated lead agency.

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

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

**ARTICLE IV
FINANCING AND BUDGETS**

4.01 Financing. Operations shall be financed solely by fees, program revenue, contracts with third parties, grants and such other funding as may be received by NCWBH. The Counties shall have no obligation to contribute towards the budget of

1 NCWBH, except as provided by this Agreement. The Counties shall retain individual
2 county control over tax revenues collected under the provisions of RCW 71.20, any other
3 local financial contributions to mental health programs, and grant-funded programs
4 where the application for the grant originated and is retained locally.

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

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

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

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

31
32 **ARTICLE V**
33 **INSURANCE**

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

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

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

6
7 **ARTICLE VI**
8 **INDEMNITY**
9

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

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

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

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

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

1 personal injury, for any bodily injury, sickness, disease or death and for any damage to
2 or destruction of any property (including the loss of use resulting therefrom) which are
3 alleged or proven to be caused by the sole negligence, recklessness or willful
4 misconduct of the indemnifying County, its officials, employees, agents and volunteers.
5

6 **6.06 Consolidated Defense.** NCWBH and the Counties agree to maintain a
7 consolidated defense to claims made against them and to reserve all indemnity claims
8 against each other until after liability to the claimant and damages, if any, are
9 adjudicated or otherwise settled: provided, as a condition of seeking indemnity, written
10 notice of the intent to seek indemnification must be provided by the party seeking
11 indemnity to the party believed to be "at fault" and owing indemnity prior to any
12 adjudication or voluntary settlement of the underlying claim.
13

14 **6.07 Survival of Indemnity.** The Counties agree all indemnity obligations shall
15 survive the completion, expiration or termination of this Agreement.
16

17 **ARTICLE VII**
18 **RESERVES AND ASSETS**
19

20 **7.01 Risk Reserves.** NCWBH will maintain Risk Reserve Funds as required by
21 its contracts. If at any time, the balance of the Risk Reserve Fund goes below the
22 balance required by NCWBH's contracts, the NCWBH Administrator shall immediately
23 give notice to the Counties and provide the Counties monthly notices of the current
24 balance of the Risk Reserve Fund until the balance meets the NCWBH contracted
25 requirements. The Risk Reserve Fund shall only be used as allowed by the NCWBH's
26 contracts. In addition to risk reserves required by NCWBH's contracts, NCWBH will
27 determine and manage an Internal Reserve Fund for those funds not governed by
28 NCWBH's contracts. The required amounts, specific percent, process, procedure and
29 restrictions for funding, use and replenishment of the Internal Reserve Fund shall be
30 determined by policy and procedure adopted by the Governing Board.
31

32 **7.02 Property.** NCWBH may acquire, hold and dispose of property subject to
33 the same powers and restrictions as imposed by Washington State law upon a County.
34 NCWBH shall have sole and exclusive title to any and all real and personal property and
35 other assets acquired in whole or in part with NCWBH funds.
36

37 **7.03 Transfer of Assets to NCWBH:** Upon the commencement of operations
38 of NCWBH, the parties agree to transfer the following assets and funds to NCWBH:
39

40 A. Chelan County, Douglas County and CDRSN agree to transfer the current
41 balances of all CDRSN Risk and Inpatient Reserves, all CDRSN unrestricted,
42 non-reserve fund balances and title to all CDRSN personal property to NCWBH,
43 after payment of all outstanding claims and liabilities of CDRSN.
44

45 B. Grant County agrees that all Risk and Inpatient Reserves held by the Spokane
46 County Regional Support Network for the benefit of Grant County covered lives and

1 representing Grant County's member equity, if any, shall be transferred to NCWBH.
2 NCWBH shall not be legally responsible for any Risk and Inpatient Reserves
3 deficits or balances due from Grant County to Spokane Regional Support Network
4 and Grant County agrees to pay such amounts due to the Spokane County
5 Regional Support Network. Grant County agrees to indemnify, defend and hold
6 NCWBH, Chelan County and Douglas County harmless from any and all such
7 claims. Grant County further agrees that any and all claims of the Spokane County
8 Regional Support Network for services, administrative expenses and other costs
9 and expenses incurred for the benefit of Grant County, whether arising before or
10 after the effective date of NCWBH operations, shall be paid by Grant County. Grant
11 County agrees to pay any and all such amounts due to the Spokane County
12 Regional Support Network and to indemnify and hold NCWBH, Chelan County and
13 Douglas County harmless from any such claims.

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

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

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

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

8.01 Compliance with All Laws. The Counties shall comply with all federal, state and local laws, rules, regulations and ordinances applicable to the performance of this Agreement, including without limitation all those pertaining to wages and hours, confidentiality, disabilities and discrimination.

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

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

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

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

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

**ARTICLE IX
DISPUTES**

9.01 Time. Time is of the essence of this Agreement.

1 **9.02 Notices.** Notice to a County shall be served by certified mail, return receipt
2 requested, at the mailing address of County's legislative authority. Notice to NCWBH
3 shall be served by certified mail, return receipt requested, at the mailing address of the
4 main business office of NCWBH.

5
6 **9.03 Conflict.** In the event of conflict among the terms and conditions of this
7 Agreement and federal, state or local law, the inconsistency shall be resolved by giving
8 precedence of interpretation in the following order:

- 9
10 1. Applicable federal case law, statutes and regulations; then
11 2. Applicable Washington case law, statutes and regulations; then
12 3. The specific terms and conditions of any appendix attached hereto; then
13 4. The terms and conditions of this Agreement.

14
15 **9.04 Waiver Limited.** A waiver of any term or condition of this Agreement must
16 be in writing and signed by the waiving County. Any express or implied waiver of a term
17 or condition of this Agreement shall apply only to the specific act, occurrence or
18 omission and shall not constitute a waiver as to any other term or condition or future act,
19 occurrence or omission.

20
21 **9.05 Compliance Review Process and Corrective Action.** In the event of
22 non-compliance with any term or condition of this Agreement, a County may provide
23 written notice to the Governing Board and the other Counties of the non-compliance.
24 The Governing Board and/or the non-compliant County shall have thirty (30) days after
25 receipt of such written notice to implement fully corrective action and to provide
26 adequate assurances of continuing future compliance. provided, the Governing Board
27 or non-compliant County shall have only five (5) business days to demonstrate its
28 compliance and to provide adequate assurances if the non-compliance presents a clear
29 and imminent danger to the health and well-being of the public, a clear violation of
30 federal or state laws, rules or regulations specifically found to be of imminent concern
31 and requiring immediate corrective action, a breach of the time limits for performance
32 under this Agreement, or an imminent loss of federal or state funding of NCWBH
33 operations.

34
35 **9.06 Dispute Resolution.** As a condition precedent to commencing any legal
36 action to enforce or interpret this Agreement, the County intending legal action shall first
37 engage in good faith discussions with the other Counties in an effort to identify and
38 reach resolution of the issues or concerns of the Counties. Legal action may only be
39 commenced after good faith discussions are unsuccessful in resolving the identified
40 issues and/or concerns. Each County shall pay its own attorney's fees, costs and
41 expenses incurred in in any legal action to enforce or interpret this Agreement. The
42 venue of any legal action shall be Douglas County, Washington.

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44 **9.07 Governing Law.** This Agreement shall be governed exclusively by the
45 laws of the State of Washington.
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**ARTICLE X
GENERAL PROVISIONS**

10.01 Assignment. The Counties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract or other means. Any such attempted assignment or delegation shall be void and shall constitute a material breach of this Agreement.

10.02 Entire Agreement. This Agreement constitutes the entire agreement between the Counties regarding the formation, management and operations of NCWBH. This Agreement does not amend, supersede or otherwise modify the prior written agreements between Chelan and Douglas Counties regarding the formation, management and operations of the CDRSN. There are no understandings or agreements between Counties other than those set forth in this Agreement and in any appendices attached hereto and incorporated by specific reference. No other statement, representation or promise has been made to induce the Counties to enter into this Agreement.

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

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

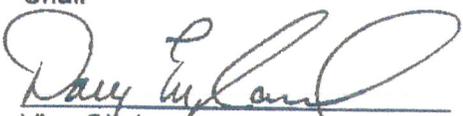
10.05 Counterparts. This Agreement may be executed by the Counties using duplicate counterparts.

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

Dated: 1/26/2016

CHELAN COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS


Chair


Vice-Chair

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ATTEST:

Ron Walters
Commissioner

Kamila Bess
Clerk of the Board - DEPUTY
KAMILA BESS

APPROVED AS TO FORM:

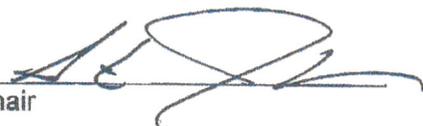
[Signature] 17942
Prosecuting Attorney



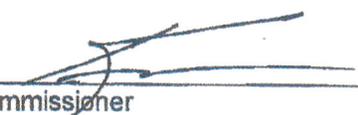
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Dated: 1-26-2016

DOUGLAS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

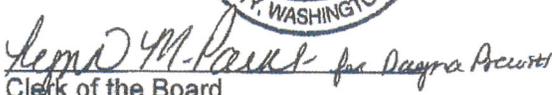

Chair


Vice-Chair

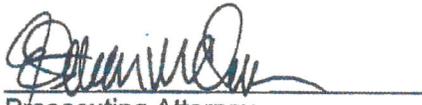

Commissioner



ATTEST:

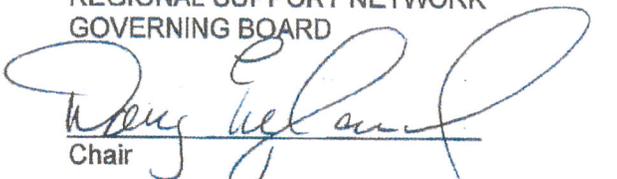

Clerk of the Board

APPROVED AS TO FORM:


Prosecuting Attorney

Dated: 1/27/2016

CHELAN-DOUGLAS
REGIONAL SUPPORT NETWORK
GOVERNING BOARD


Chair


Vice-Chair

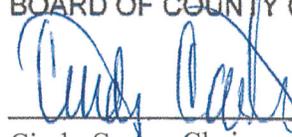
ATTEST:

Clerk of the Governing Board

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Dated: Jun. 26, 2016

GRANT COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS


Cindy Carter, Chair


Carolann Swartz, Vice-Chair


Richard Stevens, Member

ATTEST:


Clerk of the Board

APPROVED AS TO FORM:


Deputy Prosecuting Attorney
Jim Mitchell WSPR
31031