

Agreement # 2017-49

**AGREEMENT TO FUND THE PEND OREILLE VALLEY
CASA PROGRAM PURSUANT TO THE EXISTING MEMORANDUM OF
UNDERSTANDING**

BETWEEN

THE KALISPEL TRIBE CASA PROGRAM

AND

PEND OREILLE COUNTY JUVENILE COURT

July 1st, 2017 to June 30, 2020

Pend Oreille County understands and acknowledges that the Kalispel Tribe enjoys sovereign immunity from suit and nothing in this Agreement shall be construed as a waiver of this immunity from suit; provided, however, that the Kalispel Tribe hereby provides a limited waiver of its sovereign immunity to the County as to any settlement or judgment for a breach of contract claim brought by the County in the instance that the Kalispel Tribe does not act in good faith and fails to comply with the indemnification provision of this Agreement to the County. In any event and notwithstanding the above, the Kalispel Tribe's indemnification obligations to the County under this Agreement and limited waiver of sovereign immunity herein shall be limited to the amount recoverable under the general commercial liability insurance policy maintained by the Kalispel Tribe in an amount not to exceed \$1,000,000 per occurrence, with a \$2,000,000 aggregate. The Kalispel Tribe shall name County as an additional insured and provide the County with proof of additional insured status within ten (10) days of execution of this Agreement.

ARTICLE I
PURPOSE OF AGREEMENT

The Kalispel Tribe CASA Program and Pend Oreille County Juvenile Court have entered into a Memorandum of Understanding to fund and operate a joint CASA Program to benefit all the citizens of Pend Oreille County. A copy of that MOU dated May 1, 2013 is attached hereto and incorporated herein by this reference is extended to June 30, 2018. The MOU will be reviewed and/or updated prior to June 30, 2018 by the parties.

ARTICLE II
COSTS AND PAYMENTS FOR CASA SERVICES

Pursuant to the MOU, Pend Oreille County has agreed to facilitate the transfer of Pend Oreille County Juvenile Court CASA funds payable from the Administrator of the Courts to the Tribal Court CASA Program and to contribute additional funding for ongoing operations. Pend Oreille County agrees to contribute a lump sum of \$20,000 for the period of July 1, 2017 through June

30, 2018. It is anticipated that these funds will be used to partially fund general operations of the Pend Oreille Valley CASA Program and the partial salary/fringe for the CASA Program Manager who will provide direct services to the program. During each of the remaining two years of the Agreement, the parties will meet with each other not later than May 1st of each year, and agree to funding for the next succeeding year. In determining each parties contribution to the program, the parties will consider the overall cost of the program, the state contribution, the contributions of the parties and their respective program usage. The parties will then sign a simple addendum memorializing their updated Agreement.

ARTICLE III

PUBLIC DISCLOSURE

As a public agency, the County is bound by the Public Disclosure and Criminal Records laws as declared in the Public Records Act, Chapter 42.56 RCW, and the Washington State Criminal Records Act, Chapter 10.97 RCW and other applicable state and federal laws. Requests for public information shall be processed as set forth below.

The County, as a public agency, is required to allow members of the public access to certain materials within the County's control or possession. In the event the County receives a public records request for records clearly belonging to the Kalispel Tribe, within five days of receiving such a request and prior to providing any materials to the Requestor, the County will notify the Kalispel Tribe of such request for records and will make attempts to provide the Kalispel Tribe with adequate time to seek a protective order under applicable law. In the event the Kalispel Tribe does not seek a protective order, or in the event the Kalispel Tribe does not timely obtain

such an order, any records requested, except those records that are exempt from disclosure based upon some other provision of law, will be released.

ARTICLE IV

DISPUTE RESOLUTION

The parties intend to resolve their disputes through the dispute resolution framework established below. All stated time frames for resolving disputes may be lengthened by mutual consent.

(a) Direct Discussions.

The complaining party will submit a written letter to the representative of the party against whom a dispute is lodged, stating the nature of the dispute, factual basis and requested resolution. The responding party will, within ten (10) working days of receipt, provide a written response, stating its position. If the responding party disagrees with the complaint or the proposed resolution, the response must provide alternate resolution(s).

Thereafter, representatives of each party will, for fifteen (15) working days, make a good faith attempt to resolve the dispute through one or more direct discussions. If no mutually acceptable resolution is reached, the representatives will prepare a joint statement within 5 business days, which includes a chronology, a synopsis of the discussions and the last positions of each party.

(b) Mediation.

If direct discussions fail to resolve the dispute, any participating party may, within five (5) business days of completing that process, make a written request for mediation to be conducted in Spokane, Washington or at another place as the parties may agree in writing. If all participating parties agree to engage in mediation, the parties shall seek a mutually acceptable mediator. If the parties cannot reach agreement on the selection, the mediation will be administered by J.A.M.S., Seattle, Washington Office using a J.A.M.S. mediator and protocol.

(c) Other.

In the event of unsuccessful direct discussions or mediation, the parties may mutually agree to arbitrate the dispute. If arbitration is desired, the parties must agree on a mutually acceptable arbitration process, to be evidenced in writing.

ARTICLE V
HOLD HARMLESS

1. The Kalispel Tribe shall defend, indemnify and hold harmless the County, its agents, employees, officials and officers from any and all liability and/or losses and damages including, but not limited to, attorney's fees, costs, and all other damages for all acts and omissions of the Kalispel Tribe, its officials, agents, employees or officers, including liability arising out of unlawful or claim of unlawful acts, under this Agreement, by the Kalispel Tribe or any other claim arising out of performance of this Agreement which claim results or is alleged to result from or alleged to be connected in any manner whatsoever from any act or omission by the Kalispel Tribe, its agents, employees, officials or officers, but not under any circumstances for any acts or omissions of the County its agents, employees, officials and officers over which the Kalispel Tribe exercises no direction or control. The liability for which the Kalispel Tribe shall defend, indemnify and hold harmless, as described above, shall be based on acts or omissions of the Kalispel Tribe. Further, the Kalispel Tribe specifically agrees to pay on demand, any reasonable costs or legal fees required to establish the County's right to indemnification.

2. The County agrees to defend, indemnify, and hold harmless the Kalispel Tribe, its officials, officers, agents, and employees from any and all liability and/or losses and damages including, but not limited to attorney's fees, costs, and all other damages for all acts and omissions of the County, its officials, agents, employees or officers including liability arising out of unlawful or claim of unlawful acts under this Agreement, by the County, or any other claim arising out of performance of this Agreement which claim results or is alleged to result from or alleged to be connected in any manner whatsoever from any act or omission by the County, its agents, employees or officers, but not under any circumstances for any acts or omissions of the Kalispel Tribe, its agents, employees, officials and officers over which the County exercises no direction or control. The liability for which the County shall defend, indemnify and hold harmless, as described above, shall be based on acts or omissions of the County. Further, the County specifically agrees to pay on demand, any reasonable costs or legal fees required to establish the Kalispel Tribe's right to indemnification.

ARTICLE VI
GENERAL COMPONENTS

1. This contract shall not be construed as or deemed to be a contract for the benefit of any third party or parties and no third party or parties shall have any right of action hereunder for any cause whatsoever.
2. No agent, employee, or representative of the Kalispel Tribe shall be deemed to be an employee, agent, or representative of Pend Oreille County for any purpose whatsoever.
3. No agent, employee or representative of Pend Oreille County shall be deemed to be an employee, agent or representative of the Kalispel Tribe for any purpose whatsoever.
4. Each party agrees to aid and assist the other in accomplishing the objectives of this contract.
5. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:

The Parties shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory or mental disability. The Parties shall make decisions with regard to selection and retention of sub-Contractors, procurement of materials and equipment and similar actions related to the Contract without regard to race, creed, color, national origin, sex, age, marital status, or the presence of any physical, sensory, or mental disability. Compliance with Title VI of the Civil Rights Act of 1964, and RCW 49.60, Law against Discrimination, and other related laws and statutes is required.

ARTICLE VII
EFFECTIVE DATE OF CONTRACT

This contract shall be in full force and effect from July 1st, 2017 through June 30st, 2020.

IN WITNESS WHEREOF, the parties have executed this contract by reason of the authorization obtained by them as required by the laws governing their respective jurisdiction and powers.

DATED: _____

DATED: July 11, 2017

KALISPEL TRIBE OF INDIANS

PEND OREILLE COUNTY
BOARD OF COMMISSIONERS



GLEN NENEMA, Chairman



KAREN SKOOG, Chairman



STEVE KISS, Vice- Chair



MIKE MANUS, Member

Approved as to Form:



DAVE BONGA
Kalispel Tribal General Counsel



DOLLY N. HUNT
Pend Oreille Prosecuting Attorney