

**INTERGOVERNMENTAL AGREEMENT FOR
SNOHOMISH COUNTY DIVERSION PARTICIPATION**

This intergovernmental agreement for services between Snohomish County and the Tulalip Tribes of Washington (this "Agreement"), is made and entered into this ____ day of _____, 20__ by and between Snohomish County, a political subdivision of the State of Washington (the "County"), and the Tulalip Tribes of Washington ("Tulalip Tribes"), a federally recognized Indian tribe organized pursuant to Section 16 of the Indian Reorganization Act of 1934, as amended, 25 U.S.C. § 476, governed by the Board of Directors of the Tulalip Tribes of Washington as provided in Article VI of the Constitution and Bylaws of the Tulalip Tribes, and recognized as a "public agency" as defined in RCW 39.34.020.

In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as follows:

1. Purpose of Agreement. The County operates the Snohomish County Diversion Center (the "Diversion Center"). The Diversion Center is a facility that provides temporary shelter and access to basic programs to individuals, in an effort to provide those individuals with a stable source of housing and services until alternative treatment or housing options become available. The purpose and intent of this Agreement is to allow the Tulalip Tribes to refer individuals identified by the Tulalip Tribes for inclusion in the Diversion Center Program in accordance with the rules and conditions set by the County.

2. Effective Date and Duration. This Agreement shall take effect upon execution by both Parties. This Agreement shall remain in effect through December 31, 2021, unless earlier terminated pursuant to the provisions of Section 13 below.

3. Administrators. Each party to this Agreement shall designate an individual (an "Administrator"), who may be designated by title or position, to oversee and administer such party's participation in this Agreement. The parties' initial Administrators shall be the following individuals:

County Administrator (Sheriff):
Administrator:

Jamie Kane
Corrections Bureau Chief
Snohomish County Sheriff's Office
3000 Rockefeller Avenue M/S 509
Everett, Washington 98201

County Administrator (HS):

Cammy Hart-Anderson
Behavioral Health Division Manager
Snohomish County Human Services
3000 Rockefeller Avenue M/S 305
Everett, Washington 98201

Tulalip Tribes

Lesli Golis
Tulalip Behavioral Directors Chris
Chris Macine
Tulalip WA
98271

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party.

4. County Services. As described in this Section 4, and subject to the conditions set forth in Section 5 below, the County will accept eligible individuals identified by the Tulalip Tribes (the "participants") for participation in the Diversion Center program. The Diversion Center program will provide temporary housing and access to basic services to eligible accepted individuals ("participants"). The County has contracted with a third party Contractor to administer the Diversion Center program

and provide basic services. The third party Contractor will provide short term temporary housing, access to services in the community, access to behavioral health services and/or referral, medication assisted detox treatment, and transition planning. In addition, the County will provide a participant meals, laundry equipment, storage for small personal items, and basic hygiene kits during his/her participation in the Diversion Center program. A participant's housing shall not exceed 15 days without written permission from the County.

4.1 Eligibility/Acceptance. In order to be eligible for the Diversion Center program, the County must determine, at a minimum: 1) the Tulalip Tribes has met its obligations under Section 5 of this agreement, 2) that the individual has successfully completed medical screening, described in Section 5.2, 3) the individual is at least 18 years old, 4) the individual is a voluntary program participant, stating a willingness to participate in services, and 5) the individual is willing to agree to a Release of Information as necessary to allow the County, the third party Contractor the Tulalip Tribes, and any referral agencies to coordinate services. The County shall have sole discretion to accept or decline Tulalip Tribes referred individual. The County may change or establish additional criteria for eligibility at any time. The County will make reasonable efforts to provide any changes in eligibility criteria to the Tulalip Tribes in advance of implementation of any change.

4.2 Denial. If an individual referred by the Tulalip Tribes is denied participation in the Diversion Center Program, the County shall notify the social worker or law enforcement officer of the non-acceptance and the reason for the non-acceptance. Notification may be made immediately in person to the Tulalip Tribes representative

4.3 Diversion Center Limits. The County shall have the right to set the number of Tulalip Tribes referred participants in the Diversion Center program. Initial quantity of participants will be set for each Tulalip Tribes by the Sheriff. The County will only amend the maximum number through written notice to the Tulalip Tribes administrator. The County's administrator shall have the final authority in determining the maximum number of concurrent participants a Tulalip Tribes may have. In the event that the County reduces the maximum number of participants for the Tulalip Tribes to a number less than the number of currently enrolled participants, the County shall work with the Tulalip Tribes to locate alternate options for transitional services prior to discharging participants.

4.4 Participant Removal. The County reserves the right remove an accepted participant at any time. The County will notify the Tulalip Tribes of its decision to remove the participant. Within 2 hours of receiving the County's notification, the Tulalip Tribes must remove the participant from the Diversion Center and return/transport the individual back to his/her community (jurisdiction).

5. Tulalip Tribes Responsibilities.

5.1 Embedded social worker. The Tulalip Tribes shall employ or contract with a law enforcement embedded social worker and/or social worker program modeled after the Snohomish County partnership between its Sheriff's Office and Human Services Department. Social workers shall be assigned to work in the field with Tulalip Tribes law enforcement officers to establish contact and relationships with potential participants prior to transporting to the Diversion Center.

5.2 Medical Screening. The Tulalip Tribes shall transport the referred individual to the Diversion Center. Individuals must successfully complete the Diversion Center's medical screen

to move forward in the eligibility criteria review. If the referred individual does not successfully complete the medical screening, the Tulalip Tribes will return to their community (jurisdiction) or transport the individual to the hospital, if medically necessary.

5.3 Participant case management by Tulalip Tribes. The Tulalip Tribes will designate at least one social worker to remain engaged with each Tulalip Tribes participant housed at the Diversion Center. The social worker will review the Tulalip Tribes participant's progress in the program. The Tulalip Tribes social worker shall maintain contact with the Tulalip Tribes participant no less frequently than weekly. A Tulalip Tribes social worker may need to contact a participant more frequently, as need on a case by case basis. The Tulalip Tribes social worker is expected to provide case management services, monitor participant progress, and while the participant is housed, actively seek out post-diversion center services.

5.4 Participants must be escorted. Participants shall be escorted by Tulalip Tribes staff when arriving at and departing from the Diversion Center.

5.5 Transportation. The Tulalip Tribes shall be responsible for funding or providing for the transportation of Tulalip Tribes participants to treatment, medical appointments, other services, or court as needed.

5.6 Responsive to third party Contractor. The third party Contractor responsible for administering the Diversion Center Program may contact the Tulalip Tribes to discuss a Tulalip Tribes Participant. The Tulalip Tribes shall respond to any contact from the Contractor about a participant within one (1) business day.

5.7 Tulalip Tribes provides discharge items. The Tulalip Tribes shall provide discharge supplies or items for Tulalip Tribes participants, as needed, upon discharge from the Diversion Center. Supplies may include, but are not limited to: a duffel bag or backpack, clothing/footwear, and transportation fare.

6. Cost to Tulalip Tribes. There is no fee for Tulalip Tribes use of the Diversion Center, given that the 2020 and 2021 operations are fully supported through dedicated Washington State funding and Snohomish County Chemical Dependency and Mental Health tax revenue. In the event that funding from either source is reduced to the extent that other local sources of funding are necessary, the parties agree that the costs for the remainder of the term of this Agreement shall be renegotiated.

7. Incidental Costs. In the event a Tulalip Tribes participant needs incidental items or services, including any associated service fees, the Tulalip Tribes shall be responsible for paying for those incidental costs directly to the provider.

8. No participant rights. Participation in the Diversion Center program is voluntary. A participant may be removed from the Diversion Center program at any time, without cause.

9. Indemnification/Hold Harmless.

9.1 Tulalip Tribes Held Harmless. The County shall indemnify and hold harmless the Tulalip Tribes and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any such suit based upon such a claim, action, loss, or damages is brought against the

Tulalip Tribes, the County shall defend the same at its sole cost and expense; provided that the Tulalip Tribes reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment in said suit be rendered against the Tulalip Tribes, and its officers, agents, and employees, or any of them, or jointly against the Tulalip Tribes and the County and their respective officers, agents, and employees, or any of them, the County shall satisfy the same.

9.2 County Held Harmless. The Tulalip Tribes shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by any reason of or arising out of any negligent act or omission of the Tulalip Tribes, its officers, agents, and employees, or any of them relating to or arising out of performing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damages is brought against the County, the Tulalip Tribes shall defend the same at its sole cost and expense; provided that the County reserves the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, or jointly against the County and the Tulalip Tribes and their respective officers, agents, and employees, or any of them, the Tulalip Tribes shall satisfy the same.

9.3 Waiver Under Washington Industrial Insurance Act. The foregoing indemnity is specifically intended to constitute a waiver of each party's immunity under Washington's Industrial Insurance Act, Chapter 51 RCW, as respects the other party only, and only to the extent necessary to provide the indemnified party with a full and complete indemnity of claims made by the indemnitor's employees. The parties acknowledge that these provisions were specifically negotiated and agreed upon by them.

10. Insurance.

10.1 The Tulalip Tribes agrees to procure and maintain an insurance policy(s) in the amount of not less than \$10 million (10,000,000.00) dollars per occurrence insuring against claims for Bodily Injury, Personal Injury and Property Damage including false imprisonment, false arrest, police professional liability, and violation of civil rights, including cross-liability claims and shall maintain said policy(s) in full force and effect during the life of this Agreement. If this Agreement expires or is terminated for any reason, the Tulalip Tribes agrees to continue to carry the above required insurance covering all actions taken under this Agreement until such time as protection from suit is granted by the statute of limitations. In the event the coverage is on a claims-made basis, the Tribe warrants that it will maintain said coverage to the statute of limitations for any covered action for each policy year in succession.

The Tulalip Tribes insurance shall be endorsed to include the County, its officers, officials, employees and agents as an additional insured, in a form acceptable to the County, without a cross-liability exclusion and refer to this Agreement. Such insurance shall provide thirty (30) days' written notice to the County in the event of cancellation or material change. The insurance company or the Tribe shall provide written notice to the County within thirty (30) days after any reduction in the general aggregate or occurrence limit. The Tribe shall provide the County with a certificate of insurance and additional insured endorsement prior to the contract effective date and shall provide the County a copy of the above insurance policy upon its request, including any

endorsements to said policy after the date of its issuance.

In addition, the Tulalip Tribes shall maintain Automobile Liability or equivalent of \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1.

10.2. The County shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this Agreement as it deems reasonably appropriate and prudent. The County will provide Tulalip Tribes with a certificate of insurance or letter of self-insurance upon request.

11. Limited Waiver of Sovereign Immunity. Tulalip Tribe waives sovereign immunity to suit upon a claim of indemnification by the County pursuant to this Agreement. Said waiver of sovereign immunity in favor of the County, its officers, officials, employees and agents shall act to prohibit the insurer(s) from asserting a defense of sovereign immunity to any claim made under the policy pursuant to this Agreement. The parties agree that in discharging this indemnification obligation, the County shall look solely to the proceeds of the required insurance procured by the Tulalip Tribes herein. The Tulalip Tribes agrees to assign over to the County, at its request, any and all of its rights against the insurer to effectuate a payment of its indemnification provision. Should the Tulalip Tribes fail to procure and maintain the insurance required by this Agreement, the Tribe hereby waives any claim of immunity or exemption for any assets it holds that are not subject to a restriction against alienation up to the amount necessary to discharge the indemnity obligation and the costs of collection.

Nothing in this Agreement shall preclude the Tulalip Tribes, the County, or their employees, agents, or representatives from seeking the benefits and protections of the Federal Tort Claims Act. It is expressly agreed and understood that the indemnification provided for in this section is for the benefit of the Tribe and County and their respective elected officials and employees only, and there is no intention by the parties to confer any rights to third parties.

12. Compliance with Laws. In the performance of its obligations under this Agreement, each party shall comply with all applicable federal, state, and local laws, rules and regulations.

13. Default. If either the County or the Tulalip Tribes fails to perform any act or obligation required to be performed by it hereunder, the other party shall deliver written notice of such failure to the non-performing party. The non-performing party shall have fifteen (15) days after its receipt of such notice in which to correct its failure to perform the act or obligation at issue, after which time it shall be in default ("Default") under this Agreement; provided, however, that if the non-performance is of a type that could not reasonably be cured within said fifteen (15) day period, then the non-performing party shall not be in Default if it commences cure within said fifteen (15) day period and thereafter diligently pursues cure to completion.

14. Early Termination.

14.1 Termination by the County. Except as provided in Section 13.3 below, the County may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the Tulalip Tribes. The termination notice shall specify the date on which the Agreement shall terminate.

14.2 Termination by the Tulalip Tribes. The Tulalip Tribes may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days advance written notice to the County. The termination notice shall specify the date on which the Agreement shall terminate, the grounds for termination, and the specific plans for accommodating the affected participants.

14.3 Lack of Funding. This Agreement is contingent upon governmental funding and local legislative appropriations. In the event that funding from any source is withdrawn, reduced, limited, or not appropriated after the effective date of this Agreement, this Agreement may be terminated by the County immediately by delivering written notice to the Tulalip Tribes. The termination notice shall specify the date on which the Agreement shall terminate.

15. Notices. All notices required to be given by any party to the other party under this Agreement shall be in writing and shall be delivered either in person, by United States mail, or by electronic mail (email) to the applicable Administrator or the Administrator's designee. Notice delivered in person shall be deemed given when accepted by the recipient. Notice by United States mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, and addressed to the Administrator, or their designee, at the addresses set forth in Section 3 of this Agreement. Notice delivered by email shall be deemed given as of the date and time received by the recipient.

16. Miscellaneous.

16.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein. This Agreement may not be modified or amended in any manner except by a written document executed with the same formalities as required for this Agreement and signed by the party against whom such modification is sought to be enforced.

16.2 Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

16.3 Governing Law and Venue. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County. In the event that a lawsuit is instituted to enforce any provision of this Agreement, the prevailing party shall be entitled to recover all costs of such a lawsuit, including reasonable attorney's fees.

16.4 Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings in this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

16.5 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the

remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect, to the extent permitted by law.

16.6 No Waiver. A party's forbearance or delay in exercising any right or remedy with respect to a Default by the other party under this Agreement shall not constitute a waiver of the Default at issue. Nor shall a waiver by either party of any particular Default constitute a waiver of any other Default or any similar future Default.

16.7 No Assignment. This Agreement shall not be assigned, either in whole or in part, by either party without the express written consent of the other party, which may be granted or withheld in such party's sole discretion. Any attempt to assign this Agreement in violation of the preceding sentence shall be null and void and shall constitute a Default under this Agreement.

16.8 Warranty of Authority. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign this Agreement.

16.9 Independent Contractor. The County will perform all Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the Tulalip Tribes. The County shall be solely responsible for control, supervision, direction and discipline of its personnel, who shall be employees and agents of the County and not the Tulalip Tribes. The County has the express right to direct and control the County's activities in providing the Services in accordance with the specifications set out in this Agreement. The Tulalip Tribes shall only have the right to ensure performance.

16.10 No Joint Venture. Nothing contained in this Agreement shall be construed as creating any type or manner of partnership, joint venture or other joint enterprise between the parties.

16.11 No Separate Entity Necessary. The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.

16.12 Ownership of Property. Except as expressly provided to the contrary in this Agreement, any real or personal property used or acquired by either party in connection with its performance under this Agreement will remain the sole property of such party, and the other party shall have no interest therein.

16.13 No Third Party Beneficiaries. This Agreement and each and every provision hereof is for the sole benefit of the Tulalip Tribes and the County. No other persons or parties shall be deemed to have any rights in, under or to this Agreement.

16.14 Force Majeure. In the event either party's performance of any of the provisions of this Agreement become impossible due to circumstances beyond that party's control, including without limitation, force majeure, strikes, embargoes, shortages of labor or materials, governmental regulations, acts of God, war or other strife, that party will be excused from performing such obligations until such time as the Force Majeure event has ended and all facilities and operations have been repaired and/or restored.

16.15 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SNOHOMISH COUNTY:

THE TULALIP TRIBES:

County Executive Date

Jeri Golbin

Date

Approved as to insurance provisions:

Risk Management Date

Approved as to form only:

Approved as to form only:

Deputy Prosecuting Attorney Date

[Signature] 2.11.21

Tulalip Tribes Attorney Date