

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
LOWER ELWHA KLALLAM TRIBE**

THIS INTERAGENCY AGREEMENT (the "Agreement") is by and between Washington State University, an institution of higher education and agency of the state of Washington (hereafter referred to as "WSU"), and the Lower Elwha Klallam Tribe (hereafter referred to as "LEKT").

IT IS THE PURPOSE OF THIS AGREEMENT to outline the scope of work of the Community Health Champion who shall perform certain tasks as part of the "Improving Community Health and Growing Local Food Systems in Western Clallam and Jefferson Tribal Communities" project between WSU and the LEKT.

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

A. Duties of WSU:

1. Provide leadership and guidance to the Community Health Champion and project participants on the implementation of activities associated with the *HEAL MAPPS project*.

B. Duties of LEKT Health Champion :

1. Provide services and staff, and otherwise do all things necessary for or incidental to the performance of work during an approximately 18-week timeframe for the HEAL MAPPS project, as set forth below:

- Provide coordination of HEAL MAPPS community assessment at the community level.
- Assist UNIVERSITY Extension team with identifying and recruiting community stakeholders, volunteer "community mappers":
 - Recruit Community Stakeholders to attend stakeholder meeting,
 - Assist in the preparation of a community report,
 - Assist in outreach efforts to inform community members about the HEAL MAPPS project, and
 - Assist in the facilitation of the Community Stakeholder Meeting.
- Recruit "Community Mappers":
 - Assist the UNIVERSITY project director in training community members on use of Garmin (GPS/Camera) units;
 - Schedule community site for meeting, childcare, snacks; and
 - Prep equipment for training and use.

- Facilitation of HEAL MAPPS Focus group:
 - Meet with “community mappers” to cull approximately 150 photos collected to 40 photos to present at the community conversation;
 - Assist the UNIVERSITY project director and community mappers in the slide show preparation; and
 - Schedule community site, snacks, and childcare.
- Facilitate the Community Conversation
 - Invite community to dinner and dialogue regarding maps and photos;
 - Assist in the publicity of the event;
 - Arrange for community site, childcare, and meal;
 - Assist participants and UNIVERSITY project director in preparing presentation; and
 - Arrange for two scribes (preferably two).
- Assist in sharing final Community Report with Community Stake holders.
- Report regularly to the UNIVERSITY project leader on project progress.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on December 1, 2013, and be completed on April 1, 2014 unless terminated sooner as provided herein.

III. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the annual cost of accomplishing the work will not exceed \$ Two thousand sixteen dollars (\$2016.00). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms:

- The CONTRACTOR will invoice WSU for reimbursement of staff time for the Community Health Champion at a rate of \$14.00 an hour, not to exceed \$2016.00 (8 hours/week for 18 weeks).

IV. BILLING PROCEDURES

LEKT shall submit invoices to WSU on not more than a monthly basis. WSU shall pay LEKT for all approved and completed work by warrant or account transfer within thirty (30) days of invoicing. Penalties for late payments (defined as those paid beyond thirty (30) days after receipt of invoice) shall be assessed at one percent (1%) per month.

Invoices shall be submitted to:

WSU Clallam County Extension
Attn: Clea Rome
223 E. 4th Street
Port Angeles, WA 98362

V. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six year after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

VII. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

VIII. MODIFICATION

This Agreement may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall

either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

X. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

XI. DISPUTES

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the parties for these services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

XII. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order.

- A. applicable state and federal statutes and rules;
- B. statement of work; and
- C. any other provisions of the Agreement, including materials incorporated by reference.

XIII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XIV. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XV. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

XVI. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

XVII. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

Contract Administrator for WSU is:
Clea Rome, County Director
WSU Clallam County Extension
223 E 4th Street, Ste 15
Port Angeles, WA 98362-3015
Phone: 360.417.2279
Fax Number: 360.417.2414
E-mail: crome@co.clallam.wa.us

Contract Administrator for LEKT is:
Aleilah P. Lawson, Wellness Coord.
Lower Elwha Health Clinic
243 511 Hwy 101 West
Port Angeles WA 98363
Phone: 360-452-6252, ext. 7657
Fax Number: 360-452-6274
E-mail: aleilah.lawson@elwha.nsn.us

XVIII. SIGNATURES

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

**WASHINGTON STATE UNIVERSITY
("WSU")**

Recommended by:
By: *Randy Baldree*
Name: *Randy Baldree*
Title: *Assistant Director of Extension*
Date: *2-13-14*

Approved by:
By: *Christine R. Hoyt*
Name: Christine R. Hoyt
Title: Contracts Manager
Date: Washington State University
2/24/14

**LOWER ELWHA KLALLAM TRIBE
("LEKT")**

Recommended by:
By: *Aleilah P. Lawson*
Name: Aleilah P. Lawson,
Title: LEKT Wellness Coordinator
Date: *12.16.2013*

Approved by:
By: *Sonya M. Tetnowski*
Name: Sonya M. Tetnowski,
Title: LEKT Chief Executive Officer
Date: *1-24-14*

Samuel D. Hoff
Approved as to Form Only
Office of General Counsel
Lower Elwha Klallam Tribe

END OF CONTRACT