



Memorandum

TO: Satpal Sidhu, County Executive
FROM: Erika Lautenbach, Director
RE: Snohomish County – Health Officer Coverage Interlocal Agreement
DATE: JUNE 16, 2023

Attached is a contract between Whatcom County and Snohomish County for your review and signature.

- **Background and Purpose**

Under the rules set forth in RCW 70.05.070, local Health Officers are responsible for and empowered to enforce state and local laws, rules, regulations, codes, and ordinances with respect to public health. These powers and duties include but are not limited to, taking actions necessary to promote and protect the public's health and sanitation, prevent and control the transmission of communicable diseases, and to ensure a sanitary and hygienic environment for human health.

This Agreement outlines each parties' roles and responsibilities in providing Health Officer coverage in the event that either County's Health Officer is physically unavailable or absent from their respective County and when it is imperative that Health Officer advice and authority be available.

Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

- **Funding Amount and Source**

There are no costs involved in this agreement.

- **Differences from Previous Contracts**

This is a new agreement; however, a similar agreement has been in place since 2001 (Whatcom County Contract #200111010). This agreement replaces references to Snohomish Health District with Snohomish County and removes Skagit County, who may enter into a separate agreement at a future date.

Please contact Erika Lautenbach, Director at 360-778-6005 (ELautenb@co.whatcom.wa.us), if you have any questions.

Encl.

WHATCOM COUNTY
CONTRACT INFORMATION SHEET

Whatcom County Contract Number:
202306018

Originating Department:		85 Health and Community Services	
Division/Program: (i.e. Dept. Division and Program)		8510 Administration / 851000 Administration	
Contract or Grant Administrator:		Erika Lautenbach	
Contractor's / Agency Name:		Snohomish County	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:	
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	If No, include WCC:
Already approved? Council Approved Date:	(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)		
Is this a grant agreement?	If yes, grantor agency contract number(s):	CFDA#:	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
Is this contract grant funded?	If yes, Whatcom County grant contract number(s):		
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
Is this contract the result of a RFP or Bid process?	If yes, RFP and Bid number(s):	Contract Cost Center:	N/A
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		
Is this agreement excluded from E-Verify?	No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Goods and services provided due to an emergency.	
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when :	
\$	0	1. Exercising an option contained in a contract previously approved by the council.	
This Amendment Amount:		2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.	
\$		3. Bid or award is for supplies.	
Total Amended Amount:		4. Equipment is included in Exhibit "B" of the Budget Ordinance	
\$		5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
Summary of Scope: This agreement outlines roles and responsibilities for Health Officer coverage between Snohomish and Whatcom Counties.			
Term of Contract:	Through 12/31/2028 + Automatic Annual Renewals	Expiration Date:	Until Terminated or Superseded
Contract Routing:	1. Prepared by:	JT	Date: 11/09/2023
	2. Attorney signoff:	RB	Date: 04/06/2023
	4. IT reviewed (if IT related):		Date:
	5. Contractor signed:	^{DS}	Date:
	6. Submitted to Exec.:	BSR	Date: 6/20/2023
	7. Council approved (if necessary):	AB2023-283	Date: 04/25/2023
	8. Executive signed:		Date: 6/26/2023
	9. Original to Council:		Date:

INTERLOCAL AGREEMENT FOR HEALTH OFFICER COVERAGE
BETWEEN
SNOHOMISH COUNTY
AND WHATCOM COUNTY

This Interlocal Agreement for Health Officer Coverage (the "Agreement") is made this 16th day of June 2023 by and between Snohomish County ("Snohomish") and Whatcom County ("Whatcom"), both political subdivisions of the State of Washington operating local health jurisdictions. This Agreement is made pursuant to the authority granted by chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. **Purpose of Agreement.** This Agreement is authorized by and entered into pursuant to chapter 39.34 RCW. The purpose and intent of this Agreement is for the parties to provide each other with health officer coverage in the event either County's health officer is physically unavailable or absent from their respective County and when it is imperative that health officer advice and authority be available.
2. **Designation of Authority for Snohomish County.** Whatcom County, through its local health officer(s), shall provide Snohomish County, also acting through its local health officer(s), with temporary authority to serve as the Acting Local Health Officer during the absence of Snohomish County's local health officer(s).
 - a. Temporary authority to serve as Acting Local Health Officer will be by direct notification via email from the Snohomish County Administrator identified in Section 9 below, or designee. Upon such notification, Whatcom County, acting through its local health officer, shall serve as Acting Local Health Officer on a temporary basis for Snohomish County.
 - b. The Whatcom County, acting through its Administrator identified below in Section 9 or designee, shall acknowledge the temporary appointment via email and shall begin service as the Acting Local Health Officer of Snohomish County.
 - c. Temporary authority of the Acting Local Health Officer will terminate upon the return to work by Snohomish County's local health officer, or by direct notification via email from Snohomish County's Administrator or designee, or upon notification via email by Whatcom County of its withdrawal of consent to provide an Acting Local Health Officer.
3. **Designation of Authority for Whatcom County.** Snohomish County, through its local health officer(s), shall provide Whatcom County, also acting through its local health officer(s), with temporary authority to serve as the Acting Local Health Officer during the absence of Whatcom County's local health officer(s).
 - a. Temporary authority to serve as Acting Local Health Officer will be by direct notification via email from Whatcom County Administrator identified in Section 9 below, or designee. Upon such notification, Snohomish County, acting through its local health officer, shall serve as Acting Local Health Officer on a temporary basis for Whatcom County.

- b. The Snohomish County, acting through its Administrator identified below in Section 9 or designee, shall acknowledge the temporary appointment via email and shall begin service as the Acting Local Health Officer of Whatcom County.
 - c. Temporary authority of the Acting Local Health Officer will terminate upon the return to work by Whatcom County's local health officer, or by direct notification via email from Whatcom County's Administrator or designee, or upon notification via email by Snohomish County of its withdrawal of consent to provide an Acting Local Health Officer.
4. **Consideration.** Consideration for this Agreement is limited to the mutual benefits each party receives in the form of local health officer coverage. All services performed under this Agreement shall be performed as an independent contractor and not as an agent, employee, or servant of the other party. At all times, each County will remain the sole employer of its respective local health officer. Nothing in this Agreement shall be construed to confer employment or any entitlement to benefits or rights enjoyed by employees of either party to an Acting Local Health Officer.
5. **Indemnification / Hold Harmless.** While the Whatcom County Health Officer is serving within the scope of their temporary service as Snohomish County Health Officer, Snohomish shall defend, indemnify, and hold harmless Whatcom, its officers, officials, employees, and agents from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the willful negligence of Whatcom.

While the Snohomish County Health Officer is serving within the scope of their temporary service as Whatcom County Health Officer, Whatcom shall defend, indemnify, and hold harmless Snohomish, its officers, officials, employees, and agents from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the willful negligence of Snohomish.

6. **Term.** The term of this Agreement shall commence on the date this Agreement is executed by all parties and either filed with the Auditor of either party or posted on either County's Internal Agreements website. This Agreement shall remain in effect through December 31, 2028, and shall automatically be renewed annually thereafter until superseded or terminated by either party, PROVIDED, HOWEVER, that each party's obligations after December 31, 2023, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with applicable law.
7. **Termination.** Either Party may terminate the agreement at their sole discretion. Termination shall be effective upon thirty days receipt of written notice, or within thirty days of the mailing of the notice, whichever occurs first.
8. **Extent of Agreement/Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

9. **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:

<u>Snohomish County’s Initial Administrator:</u>	<u>Whatcom County’s Initial Administrator:</u>
Dennis Worsham, Director	Erika Lautenbach, Director
Snohomish County Health Department	Whatcom County Health Department
3020 Rucker Ave., Ste 306	509 Girard Street
Everett, WA 98201	Bellingham, WA 98225

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

10. **Notices.** Notices to the County shall be sent to the following address:

Snohomish County Health Department
3020 Rucker Ave., Ste 306
Everett, WA 98201
Attn: Dennis Worsham, Health Department Director
Dennis.Worsham@co.snohomish.wa.us

Notices to Whatcom shall be sent to the following address:

Whatcom County Health Department
509 Girard Street
Bellingham, WA 98225
Attn: Erika Lautenbach, Director
ELautenb@co.whatcom.wa.us

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

11. **Authority to Bind Parties and Enter Into Agreement.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.
12. **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.
13. **No Separate Entity Necessary.** The parties agree that no separate legal or administrative entities are necessary to carry out this Agreement.
14. **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.

Snohomish County

Harper, Lacey Digitally signed by Harper, Lacey
Date: 2023.06.13 13:01:19 -07'00'

Lacey Harper, Executive Director

Date: _____

Approved as to form:

Royce 04-07-2023

Deputy Prosecuting Attorney

Whatcom County

DocuSigned by:
Satpal Singh Sidhu
1192C7C18B664E3...

Satpal Sidhu, County Executive

6/26/2023

Date: _____

Approved as to form:

Approved by email RB/JT 04/06/2023

Royce Buckingham Date
Senior Civil Deputy Prosecutor

Department Approval:

Erika Lautenbach 6/16/2023
955C651A30374BD...

Erika Lautenbach, Director Date