

Approved: 6/07/2023

Effective: 6/23/2023

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 23-039

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

WHEREAS, this agreement outlines authorization to serve as Acting Health Officer in Whatcom or Snohomish local health jurisdictions during periods when these Health Officers are physically unavailable or absent from their respective jurisdictions, without remuneration; and

WHEREAS, the Whatcom and Snohomish Health Officers will temporarily serve as Acting Health Officer between Whatcom and Snohomish local health jurisdictions during the absence of the local Health Officer(s); and

WHEREAS, the Whatcom and Snohomish Health Officers will receive direct notification via email of the need for coverage from Whatcom or Snohomish's Health Officer(s) and/or local health jurisdiction Director or Administrative Director and/or County Executive; and

WHEREAS, the County Council held a public hearing on June 7, 2023, to consider approving agreement with Whatcom County for health officer coverage and to authorize the Snohomish County Executive to enter into such agreement in substantially the form attached as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council hereby adopts the foregoing recitals as findings of fact and conclusions as if set forth in full herein.

Section 2. The County Council hereby approves and authorizes the County Executive, or designee, to execute the interlocal cooperative agreement between Snohomish County and Whatcom County for health officer coverage in substantially the form attached hereto as Exhibit A.

PASSED this 7th day of June, 2023.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington


Chairperson

1
2
3 ATTEST:
4

5 M. G. Lunn
6
7 Deputy Clerk of the Council
8

9 (X) APPROVED
10 () EMERGENCY
11 () VETOED
12

13 DATE: June 13, 2023
14

15 [Signature]
16
17 County Executive

18 ATTEST:
19

20 Melissa Geraghty
21
22

23 Approved as to form only:
24

25 [Signature] 04-07-2023
26
27 Deputy Prosecuting Attorney
28

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:



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

DocuSigned by:

Erika Lautenbach
955C851A30374BD...

6/16/2023

Erika Lautenbach, Director

Date