

INTERLOCAL AGREEMENT FOR ACTING HEALTH OFFICER COVERAGE BETWEEN
SNOHOMISH COUNTY
AND TACOMA-PIERCE COUNTY HEALTH DEPARTMENT

Agreement made by and between Snohomish County, through its Health Department ("Department") and Tacoma-Pierce County Health Department ("TPCHD") pursuant to Chapter 39.34 RCW. Collectively Department and TPCHD are referred to as parties and individually as a party.

WHEREAS, there may be periods when the position of Local Health Officer ("LHO") for the Department or TPCHD is vacant or the incumbent LHO may be absent or incapacitated and unable to fulfill the responsibilities of the LHO, and it is imperative that the responsibilities of the LHO that require timely public health action be fulfilled during these periods; and

WHEREAS, in their sole discretion and per their guidelines and process, the Department and TPCHD may agree to the appointment of the other party's LHO (referred to collectively as "Designee") to serve as acting health officer to fulfill the responsibilities of the LHO during a vacancy or period of absence or incapacity.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Designation of Authority.

- a. Pursuant to RCW 70.05.080, **Dr. James "Jay" Miller** will serve as acting health officer for the Department as requested by an authorized official for the Department, provided that:
 - i. This Agreement has been fully executed by the Department and TPCHD and is in full force and effect;
 - ii. The local board of health or official responsible for appointing the LHO has appointed the Designee to serve as acting health officer for the Department;
 - iii. The Department has complied with TPCHD's guidelines and process for requesting LHO coverage, if any;
 - iv. TPCHD has approved the request for LHO coverage in writing; and
 - v. The Designee has consented to serving as acting health officer as requested.
- b. Pursuant to RCW 70.05.080, **Dr. James Lewis** will serve as acting health officer for TPCHD as requested by an authorized official for TPCHD, provided that:
 - i. This Agreement has been fully executed by the Department and TPCHD and is in full force and effect;
 - ii. The local board of health or official responsible for appointing the LHO has appointed the Designee to serve as acting health officer for TPCHD;
 - iii. TPCHD has complied with the Department's guidelines and process for requesting LHO coverage, if any;
 - iv. The Department has approved the request for LHO coverage in writing; and
 - v. The Designee has consented to serving as acting health officer as requested.
- c. This Agreement covers any and all LHO requests for acting health officer coverage during the term of this Agreement. For acting health officer coverage to be effective, the Designee's employer must separately approve each request in writing, including the

duration of coverage, and the Designee must separately consent to each request. The local board of health or official responsible for appointing the LHO must ensure that an appointment of the Designee to serve as acting health officer is in effect with respect to each request for coverage. One appointment may apply to multiple requests.

- d. The Designee's employer retains full authority and discretion to approve or deny any request for acting health officer coverage.
- e. The Designee shall have the same duties, powers, and authority as a regularly appointed LHO while serving as acting health officer and will exercise such duties, powers, and authority in accordance with applicable law and under the direction of the local board of health or the requesting party's administrative officer.
- f. Notwithstanding anything to the contrary herein, the Designee shall have the discretion to decline to take any action that the Designee is requested or directed to take, including, but not limited to, actions that, in the Designee's judgment, can be delayed until the appointment of a permanent LHO in the case of a vacancy or return of the incumbent LHO without jeopardizing the public health or do not protect or promote the public health.
- g. The Designee's authority to serve as acting health officer will terminate when this Agreement expires or is terminated, the Designee's appointment by the local board of health or official responsible for appointing the LHO expires or is terminated, a permanent LHO is appointed in the case of a vacancy, the incumbent LHO is no longer absent or incapacitated and is able to fulfill their responsibilities, when the Designee revokes their consent, the Designee's employer rescinds its approval, or when the specified duration of coverage expires.
- h. The requesting party shall not be required to compensate Designee's employer for the services described herein, unless the parties agree otherwise.

2. **Indemnification/Hold Harmless/Insurance.**

- a. Each party to this Agreement agrees to defend, indemnify, and hold harmless the other party, its officers, elected and appointed officials, employees, contractors and volunteers, from and against any and all liability, loss, cost, damage and expense, including but not limited to, costs and attorney's fees in defense thereof because of actions, claims, or lawsuits for damage because of personal or bodily injury, including death at any time resulting therefrom, sustained or alleged to have been sustained by any person or persons, and for any damage to property, including loss of use thereof, asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of the first party's negligence or willful misconduct under this Agreement.
- b. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of both parties, each party's liability shall be only to the extent of its negligence.
- c. This duty to defend, indemnify and hold harmless shall apply regardless of whether a claim is brought pursuant to the Industrial Insurance Act, RCW Title 51, or otherwise, and each party waives any immunity whatsoever with respect to its duty to defend, indemnify and hold harmless.

- d. The requesting party shall provide liability insurance coverage for the Designee that is equivalent to the coverage provided by the Designee's employer at no cost to Designee or Designee's employer.
3. **Term.** The term of this Agreement shall commence on the date this Agreement is executed by all parties and shall remain in effect for one calendar year, unless terminated earlier per the terms of this Agreement. The parties may extend the term of this Agreement by written mutual agreement.
4. **Termination.** Either party may terminate this Agreement at its sole discretion. Termination shall be effective as provided in written notice provided by the terminating party, though no earlier than upon receipt of written notice by mail or email, or within three days of the mailing of the notice, whichever occurs first.
5. **Extent of Agreement/Modification.** This Agreement, together with any 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.
6. **Administrators and Notices.**

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 to whom all notices shall be sent to:

For the Department:

Dr. James Lewis
Snohomish County Health Department
3020 Rucker Avenue
Everett, WA 98201

Or the following email addresses: James.Lewis@co.snohomish.wa.us
SHD-Contracts@co.snohomish.wa.us

For TPCHD:

Dr. Jay Miller
Tacoma-Pierce County Health Department
3629 South D Street
Tacoma, WA 98418

Or the following email addresses: jmiller@tpchd.org
creed@tpchd.org
procurement@tpchd.org

Either party may change its Administrator at any time by delivering written notice of such party's new Administrator to the other party. Receipt of any notice shall be deemed effective upon actual receipt or three (3) days after deposit of written notice in the U.S. mail with proper postage and address, whichever occurs first.

7. **Property and Equipment.** Upon termination or non-renewal of this Agreement, all property purchased by either party in furtherance of this Agreement shall remain the property of said party. All property shall be returned to its owner upon termination or non-renewal of this Agreement.
8. **Filing.** Each party shall be responsible for complying with the posting requirements of RCW 39.34.040 with respect to this Agreement.
9. **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.

Snohomish County

Tacoma-Pierce County Health Department

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

Approved as to form:
