

100511-11-11-2019
2b
1/8

**INTERLOCAL AGREEMENT
BETWEEN
KITSAP PUBLIC HEALTH DISTRICT, JEFFERSON COUNTY, AND
CLALLAM COUNTY
FOR REGIONAL ANSWERING SERVICE PROGRAM**

This Interlocal Agreement ("Agreement") is made and entered into between the Kitsap Public Health District ("District"), a Health District organized pursuant to chapter 70.46 Revised Code of Washington and Section 9.52 Kitsap County Code; Jefferson County ("Jefferson County"), a political subdivision of the State of Washington; and Clallam County ("Clallam County"), a political subdivision of the State of Washington. The District, Jefferson County, and Clallam County are hereinafter collectively referred to as the "Parties." The Parties mutually agree as follows:

1. **Period of Performance:** The period of performance of this Agreement shall begin January 1, 2019 and be reviewed no later than January 1, 2020.
2. **Purpose:** This Agreement establishes a regional public health after-hours answering service program for Kitsap, Clallam, and Jefferson Counties that shall be managed by the District.
3. **District Responsibilities:**
 - A. Select and contract with an appropriate vendor to provide after-hours public health answering services for the Parties.
 - B. Request after-hours public health call processing instructions from Clallam and Jefferson Counties.
 - C. Provide Clallam and Jefferson Counties' instructions to the answering service vendor and update instructions as requested by Clallam and Jefferson Counties.
 - D. Provide Clallam and Jefferson Counties with reports of after-hours call activity for their respective jurisdictions.
 - E. Provide Clallam and Jefferson Counties with a quarterly summary of their respective after-hours call activity processed by the after-hours answering service vendor.
4. **Clallam and Jefferson Counties' Responsibilities:**
 - A. Provide instructions to the District to process after-hours public health calls handled by the answering service vendor. Provide updates to instructions as necessary.
 - B. Provide feedback regarding the answering service vendor, as needed, to the District.
5. **Compensation:** The District will pay the answering service vendor's fees per their contract with the vendor. Clallam County and Jefferson County will reimburse the District upon receipt of a yearly invoice. The costs will be allocated based on the percentage of calls received by the vendor for Clallam and Jefferson Counties in the previous year.
6. **Notices:** Notices pursuant to this agreement shall be sent to:

If to the District:
Kitsap Public Health District
Attn: Jessica Guidry

If to Clallam County:
Clallam County Health and Human Services
Attn: Jennifer Garcelon

345 6th Street, Suite 300
Bremerton, WA 98337
(360) 728-2267
jessica.guidry@kitsappublichealth.org

111 East 3rd Street
Port Angeles, WA 98362
(360) 417-2347
jgarcelon@co.clallam.wa.us

If to Jefferson County:

Jefferson County Public Health
615 Sheridan Street
Port Townsend, WA 98368
(360) 385-9420
jdanskin@co.jefferson.wa.us

7. **Billings:** Annual billings shall be calculated at the beginning of each calendar year for the previous year and shall be sent to:

Clallam County Health and Human Services
Accounts Payable
111 East 3rd Street
Port Angeles, WA 98362

Jefferson County Public Health
Accounts Payable
615 Sheridan Street
Port Townsend, WA 98368

8. **Indemnification:** The Parties shall defend, indemnify and hold each Party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the District in performance of this Agreement, except for injuries and damages caused by the sole negligence of the District. Solely for the purposes of this provision, District waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington and acknowledges that this waiver was mutually negotiated by the Parties. This provision will survive the expiration or termination of this Agreement.
9. **Insurance:** The Parties will maintain liability insurance coverage for their respective employees maintaining the after-hours answering service program and responding to after-hours calls on behalf of their agency. This liability insurance will cover medical malpractice, errors and omissions, comprehensive general liability, automobile and similar liabilities for statutory and contractual duties. Services performed are considered to be part of the job responsibilities of each individual involved in the after-hours public health answering service program.
10. **Statutory and Regulatory Compliance:** The Parties shall comply with all applicable federal, state, and local laws, regulations, guidelines, and standards in the performance of this Agreement.
11. **Records Inspection and Retention:** The District shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein. The District will retain for audit purposes all records related to this Agreement for at least six (6) years after termination of the Agreement.
12. **Successors and Assigns:** The Parties, to the extent permitted by law, each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Agreement

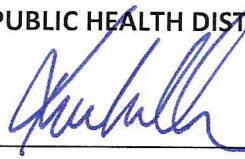
and to the partners, successors, administrators and assigns of such other party in respect to all covenants to the Agreement.

13. **Amendment:** This Agreement may be modified only by a written amendment executed by authorized representatives of all Parties.
14. **Termination:** This Agreement may be terminated by any Party upon giving at least thirty (30) days advance written notice to the other Parties. The District shall be reimbursed for calls received that calendar year on behalf of the terminating Party up to the date of termination.
15. **Dispute Resolution:** In the event that a dispute or conflict arises under the Agreement that the Parties are unable to resolve with good faith efforts, they shall allow the dispute to be decided by a Dispute Panel in the following manner: A Mediator shall be mutually appointed by the Parties, and each party shall 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. The Parties shall equally share the costs, if any, for the services of the Dispute Panel.
16. **Choice of Law:** The Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that the Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of the Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Kitsap County, Washington.
17. **No Waiver:** The Parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Agreement, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Agreement at a later time.
18. **Severability:** If a court of competent jurisdiction holds any provision of the Agreement to be illegal, invalid, or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the Parties' rights and obligations will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of the Agreement conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.
19. **Notices:** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the Agreement representative's provision of the Agreement.
20. **Survival:** Those provisions of the Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. Those provisions include but are not necessarily limited to the following: Indemnification, Termination, Dispute Resolution, Confidentiality, Choice of Law, No Waiver, Records Inspection and Retention, and Severability.

21. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties regarding its subject matter. Any oral or written representations not expressly incorporated in this Agreement are specifically excluded.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.


KITSAP PUBLIC HEALTH DISTRICT

By: 

Keith Grellner, Administrator

Date: 12/5/2018

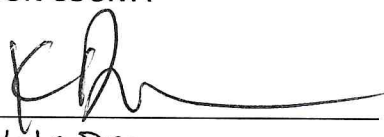
CLALLAM COUNTY

By: 

Name: Mark Ozias, Chair

Date: 1/8/19

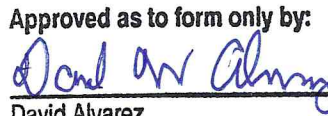
JEFFERSON COUNTY

By: 

~~David Sullivan~~
Kate Dean
David Sullivan, Chair

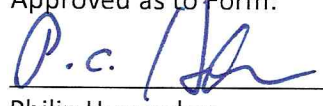
Date: 2/19/19

Approved as to form only by:

 12/20/18

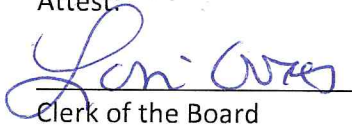
David Alvarez
Chief Civil Deputy Prosecuting Attorney
Clallam County

Approved as to Form:

 2/1/19

Philip Hunsucker,
Chief Civil Deputy Prosecutor

Attest:

 1/8/19
Clerk of the Board