



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Josh Peters, County Administrator

FROM: Apple Martine, Director
Denise Banker, Community Health Director

DATE: September 8, 2025

SUBJECT: Agenda Item – Interlocal Agreement with Public Hospital District No. 2
(Jefferson Healthcare); September 1, 2025 to August 31, 2026; \$50,000.00.

STATEMENT OF ISSUE:

Jefferson County Public Health requests Board approval of the Interlocal Agreement with Jefferson Healthcare to maintain financial contribution; September 1, 2025 to August 31, 2026; \$50,000.00.

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

This agreement is to contribute financial support to the school-based health clinics at Port Townsend School District, Chimacum Junior Senior High School, and Quilcene School District (which will also provide services to students from Brinnon schools) that provide onsite healthcare services to adolescent residents of Jefferson County.

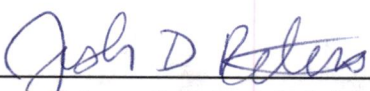
FISCAL IMPACT/COST BENEFIT ANALYSIS :

This Interlocal Agreement provides for funding to support the school-based health centers for the 2025-2026 school year.

RECOMMENDATION:

JCPH recommends approval of the Interlocal Agreement between Jefferson Healthcare and Jefferson County; September 1, 2025 to August 31, 2026; \$50,000.00.

REVIEWED BY:



Josh Peters, County Administrator

8/29/25

Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Public Hospital District No. 2 (Jefferson Healthcare) Contract No: N-25-060

Contract For: Support of School-based Health Clinics Term: 9/1/2025 - 8/31/2026

COUNTY DEPARTMENT: Public Health
Contact Person: Denise Banker
Contact Phone: x 438
Contact email: dbanker@co.jefferson.wa.us

AMOUNT: \$50,000

Revenue: \$50,000

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

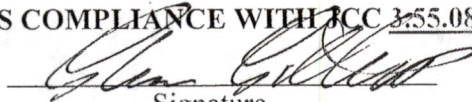
PROCESS:

- ☐ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH SCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

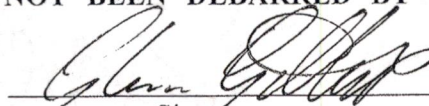

Signature

August 19, 2025

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐


Signature

August 19, 2025

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 8/22/2025.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 8/22/2025.
ILA with standard terms through 08/31/2026.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

INTERLOCAL AGREEMENT
Between Jefferson County Public Hospital District, No. 2 and Jefferson County Public
Health for School-based Health Center

This Agreement (this “Agreement”) is made and entered into by and between Jefferson County Public Hospital District, No. 2, a political subdivision under the laws of the State of Washington (“the District”), and Jefferson County, a political subdivision under the laws of the State of Washington (“Jefferson County”), (collectively, the “Parties”).

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington (“RCW”) provides for interlocal cooperation between governmental agencies; and

WHEREAS, pursuant to RCW 39.34.080, a public agency may contract with another public agency to perform any governmental service, activity, or undertaking which each public agency is authorized to perform by law, provided that the contract shall be approved by the governing body of each Party to the contract and the contract sets forth fully the purposes, powers, rights, objectives, and responsibilities of the contracting Parties; and

WHEREAS, it is in the best interest of the Parties to cooperate to promote lifelong wellness and increase access to high-quality, comprehensive healthcare services and education in a safe, nurturing on-campus environment that serves the unique needs of adolescents; and

WHEREAS, Jefferson County, by and through its Jefferson County Public Health department, maintains and operates school-based health center service sites in the Port Townsend, Chimacum, and Quilcene school districts that are delivering health services to adolescent residents for the benefit of Jefferson County; and

WHEREAS, the District desires to support healthcare access by supporting the school-based health services in each aforementioned Jefferson County school district service sites; and

WHEREAS, the District desires to continue contributing financial support for the limited purpose of enabling the County to operate school-based health clinic service sites, which shall be under the sole control and operation of the County;

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto covenant and agree as follows:

1. Purpose. The purpose of this Agreement is to authorize the Parties to comply with Chapter 30.34 RCW and to authorize the parties to cooperate to support school-based health services to increase access to clinical and mental health care in the Port Townsend, Chimacum, and Quilcene School Districts for Jefferson County adolescents.

2. Term. This Agreement shall commence on September 1, 2025 (the “Commencement Date”) and shall remain in effect through August 31, 2026 or until terminated by either party pursuant to Paragraph 7.

3. Manner of Financial Support:

a. The District will provide to the County a total amount not to exceed \$50,000.00 for school-based health services provided in the Port Townsend, Chimacum, and Quilcene School Districts per twelve-month period beginning September 1, 2025, to be paid in equal monthly installments. Such funds will be used solely to support operations of the school-based clinic service sites maintained and operated by the County.

b. The County shall submit a monthly invoice to the District requesting payment for the prior month's installment. The District shall make each payment payable to Jefferson County and shall deliver payments due no later than thirty (30) days following receipt of a timely invoice.

c. The County shall be solely and fully responsible for owning, operating, managing, hiring, staffing, insuring, setting policies and procedures for, and complying with all applicable federal, state, and local laws and regulations related to the school-based clinic service sites. No person utilizing the services of the school-based health clinic service sites will be considered a patient of the District or its employees or agents. The District shall have no responsibility or authority at any time to direct or control the provision of any services by and party at the school-based health clinic service sites.

d. Other than the financial contribution described in Paragraph 2.a, the District shall have no obligation or liability whatsoever for the clinical services at the school-based clinic service sites.

4. No Separate Legal Entity or Relationship. This Agreement shall not be construed to create or authorize any separate legal entity or joint venture of any kind to conduct the undertakings in this Agreement. The Parties are and shall remain independent of each other.

5. Filing with the Jefferson County Auditor. An executed copy of this Interlocal Agreement shall be filed as required by RCW 39.34.040 prior to this Agreement becoming effective.

6. Mutual Indemnity. For its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its officers, officials, employees, agents and volunteers (and their marital communities), harmless from and against any claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its officers, officials, employees, agents or volunteers (and their marital communities). A Party shall not be required to indemnify, defend, or hold the other Party or its officers, officials, employees, agents and volunteers (and their marital communities) harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party or its officers, officials, employees, agents or volunteers. If any concurrent act occurs or omission of the Parties and their officers, officials, employees, agents and volunteers,

negligent or otherwise, these indemnity provisions shall be valid and enforceable only for the comparative liability of each Party and its officers, officials, employees, agents or volunteers. The Parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration. The indemnification obligations of the Parties shall not be limited by the Washington State Industrial Insurance Act, title 51 RCW, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act. Each Party expressly waives any immunity afforded by such acts to the extent required by a Party's obligations to indemnify, defend and hold harmless the other Party, its officers, officials, employees, agents and volunteers (and their marital communities). A Party's waiver of immunity does not extend to claims made by its own employees directly against that Party as employer. The indemnity provisions of this section are a material inducement to enter into this Agreement and have been mutually negotiated. This section shall survive the expiration or termination of this Agreement.

7. Termination. This Agreement may be terminated at any time by either Party for any reason, with or without cause, upon thirty (10) calendar days' advance notice. Notice under this paragraph must be in writing to be effective. In the event of termination under this clause, the District shall be liable for only payment for prorated monthly provision prior to the effective date of termination.

8. Compliance with Laws. Each Party accepts responsibility for its own compliance with federal, state, or local laws, and regulations.

9. Administrators. The administrators of this Agreement are:

a. County:

Community Health Division Director of Jefferson County Public Health
Jefferson County
615 Sheridan Street
Port Townsend, WA 98368
Phone: (360) 385-9400

b. The District:

Chief executive Officer Jefferson Healthcare Medical Center
915 Sheridan Street
Port Townsend, WA, 98368
Phone: (360) 385-2200 ext. 2000

10. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.

11. Public Records Act. Each party shall be responsible for its own compliance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended). This Agreement,

once executed, will be a “public record” subject to production to a third party if it is requested under the Chapter 42.56 RCW.

12. Limits of Any Waiver of Default. No consent by either Party to, or waiver of, a breach by either Party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either Party. No term or provision of this Interlocal Agreement will be considered waived by either Party, and no breach excused by either Party, unless such waiver or consent is in writing signed on behalf of the Party against whom the waiver is asserted. Failure by a Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.

13. Severability. Any provision of this Agreement held to be prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

14. No Assignment, Sale or Transfer. No Party may sell, transfer, or assign any rights or benefits under this Agreement without the written approval of all the Parties.

15. No Third-Party Beneficiaries. The Parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a Party.

16. Modification of Agreement. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of all the Parties.

17. It is understood and agreed this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed under the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No Party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

18. Any provision of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.

19. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

20. Signature in Counterparts. The Parties agree that separate copies of this Agreement may be signed by each of the Parties and this Agreement shall have the same force and effect as if all the Parties had signed the original.

21. Arms-Length Negotiations. The Parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.

22. Entire Agreement. The Parties agree that:

- a. This Agreement contains all the agreements of the Parties with respect to any matter covered or mentioned in this Agreement.
- b. No representation or promise not expressly contained in this Agreement has been made.
- c. The Parties are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not expressly contained in this Agreement.
- d. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.

APPROVED AND ADOPTED this _____ day of _____, 2025.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Heidi Eisenhour, Chair
Commissioner, District 2

By: _____
Greg Brotherton, Member
Commissioner, District 3

By: _____
Heather Dudley-Nollette, Member
Commissioner, District 1

SEAL:

ATTEST:

Carolyn Gallaway,
Clerk of the Board

Approved as to form only:

 for 08/22/2025

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

**JEFFERSON COUNTY PUBLIC
HOSPITAL DISTRICT, NO.2 DBA
JEFFERSON HEALTHCARE MEDICAL
CENTER**

By: _____
CEO, Mike Glenn Signature

Date: _____