



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

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Veronica Shaw, Deputy Director

DATE:

SUBJECT: Agenda item – Interlocal Agreement for deputy health officer coverage; two year term beginning 03/11/2025; \$0.00.

STATEMENT OF ISSUE:

Jefferson County Public Health, requests Board approval of this interlocal agreement between Jefferson County, Clallam County, and Kitsap Public Health District for health officer coverage. Coverage is critical for all parties in this agreement in the event that each county's local health officer (LHO) is unable to perform their duties or if a county's health officer's position is vacant.

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

This interlocal agreement best assures this region (Jefferson, Clallam and Kitsap) will be covered by a local health officer at all times. As Jefferson County's LHO is scheduled for a three-month leave of absence commencing in May, this agreement is timely.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

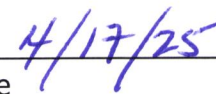
There are no costs associated with this Interlocal Agreement.

RECOMMENDATION:

JCPH management requests approval of this Interlocal Agreement with Kitsap Public Health District and Clallam County.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Kitsap Public Health District and Clallam County

Contract No: AD-25-019

Contract For: Deputy Health Officer

Term: 3/11/2025 - 3/10/2027

COUNTY DEPARTMENT: Public Health
Contact Person: Glenn Gilbert
Contact Phone: x421
Contact email: ggilbert@co.jefferson.wa.us

AMOUNT: --

Revenue: _____

Expenditure: _____

Matching Funds Required: _____

Sources(s) of Matching Funds: _____

Fund # _____

Munis Org/Obj _____

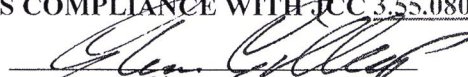
PROCESS:

- ☐ 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 ICC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒

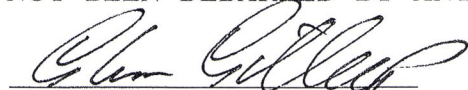

Signature

April 11, 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

April 11, 2025

Date

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

Electronically approved by Risk Management on 4/16/2025.

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

Electronically approved as to form by PAO on 4/16/2025.
ILA to fill absence authorized by RCW 70.05.080

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 FOR ACTING ("DEPUTY") HEALTH OFFICER COVERAGE BETWEEN
CLALLAM AND JEFFERSON PUBLIC HEALTH DEPARTMENTS
AND KITSAP PUBLIC HEALTH DISTRICT

Agreement made by and between Clallam and Jefferson Public Health Departments ("Departments") and Kitsap Public Health District ("District") pursuant to RCW 39.34.080.

WHEREAS, there may be periods when the position of Local Health Officer ("LHO") for any of the three Local Health Jurisdictions ("LHJ") 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 for the LHJ during these periods; and

WHEREAS, in its sole discretion and per its guidelines and process, the Departments and Districts may agree to use the services of Designated "Deputy Health Officer" ("DHO") to serve as acting health officer for the LHJ to fulfill the responsibilities of the LHO during a vacancy or period of absence or incapacity; and

WHEREAS Kitsap Public Health Board has appointed Dr. Berry as DHO to provide occasional LHO coverage for Dr. Morrow at the District, and Clallam and Jefferson health boards have appointed Dr. Morrow to provide occasional coverage for Dr. Berry at these Departments,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. Designation of Authority.

- a. Pursuant to RCW 70.05.080, Dr. Gib Morrow, District LHO, will serve on request from Dr. Berry an authorized official for the LHJ as acting DHO for the Departments, provided that:
 - i. This Agreement has been fully executed by the Departments and the District 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 LHJ;
 - iii. The LHJ has complied with the process for requesting LHO coverage;
 - iv. The covering DHO has approved the request for LHO coverage through mutual agreement; and
 - v. The DHO has consented to serving as acting health officer as requested.
- b. This Agreement covers any and all LHJ requests for acting health officer coverage during the term of this Agreement. For acting health officer coverage to be effective, the Department 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.
- c. The Departments and District retains full authority and discretion to approve or deny any request for acting health officer coverage.
- d. The DHO 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, if any, the LHJ's administrative officer.

- e. Notwithstanding anything to the contrary herein, the DHO 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 DHO's judgment, can be delayed until the return of the incumbent LHO without jeopardizing the public health or do not protect or promote the public health.
 - f. The DHO's authority to serve as acting health officer will terminate when this Agreement expires or is terminated, the DHO'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 DHO revokes their consent, the Departments or District rescind its approval, or when the Departments' or District's specified duration of coverage expires.
2. **Indemnification/Hold Harmless/Insurance.** The LHJ shall defend, indemnify, and hold harmless the DHO and the LHJ and its officers, officials, employees, and volunteers 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 and wanton negligence of the Designee or the Department or its officers, officials, employees, or volunteers. The LHJ must provide liability insurance coverage for the DHO that is equivalent to the coverage provided for the LHO.
 3. **Term.** The term of this Agreement shall commence on 3/11/2025 and shall remain in effect for two calendar years, 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 the agreement at their 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. **Notices.**

Notices to the LHJ/HD shall be sent to:

The following mailing address:
Yolanda Fong, Administrator
Kitsap Public Health District
345 6th Street, Suite 300
Bremerton, WA 98337

Or at the following email address:
KPHD.Administrator@kitsappublichealth.org

Notices to the Departments shall be sent to:

The following mailing addresses:

Kevin LoPiccolo, Director
Clallam County Health & Human Svcs.
111 E 3rd Street
Port Angeles, WA 98362

Apple Martine, Director
Jefferson County Public Health
615 Sheridan Street
Port Townsend, WA 98368

Or at the following email addresses:
kevin.lopiccolo@clallamcountywa.gov

ggilbert@co.jefferson.wa.us

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 the LHJ in furtherance of this agreement shall remain the property of the LHJ and all property purchased by the Department in furtherance of this agreement shall remain the property of the Department. All property shall be returned to its owner upon termination or non-renewal of this Agreement.
8. **Filing.** The LHJ shall be responsible for complying with the 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.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Kitsap Public Health District

Signature

Name

Title

Date Signed

**Clallam County Board of County
Commissioners**

Signature

Name

Title

Date Signed

**Jefferson County Washington
Board of County Commissioners**

Signature

Name

Title

Date Signed

Approved as to form only:



04/16/2025

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney