

INTERLOCAL AGREEMENT BETWEEN
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT
And
WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH

This Agreement is made and entered into by and between Tacoma-Pierce County Health Department, hereinafter referred to as **DEPARTMENT**, and Walla Walla County Department of Community Health hereinafter referred to as the **HEALTH JURISDICTION**. The **DEPARTMENT** and the **HEALTH JURISDICTION** are collectively referred to as the "parties."

I. RECITALS

WHEREAS, the **DEPARTMENT** is a local health department as provided for under Chapters 70.05, 70.08, and 70.46 RCW, with funding to support the Provider Resources Website as a Shared Service between local health jurisdictions.

WHEREAS, the **HEALTH JURISDICTION** is a local health department as provided for under Chapters 70.05, 70.08, and 70.46 RCW.

WHEREAS, it is the purpose of this Agreement to provide for the funding and execution of services as described in Addenda A, B and C attached hereto and incorporated herein; and

WHEREAS, the **DEPARTMENT** and the **HEALTH JURISDICTION** have the authority to enter into this Agreement pursuant to RCW 39.34.030; and

WHEREAS, the parties desire to enter into this Agreement for cooperative action; now, therefore, the parties agree as follows:

II. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

- A. **Agreement** means this Agreement together with the attached Addenda, and any other documents incorporated therein. ~~Any oral representations or understandings not incorporated herein are excluded.~~ Attached hereto and made a part hereof for all purposes are the following:

Addendum	Number of Pages	Description
A	2	Scope of Work
B	1	Dissolution of Grant Funding
C	1	Grant Funding Allocation

- B. **DEPARTMENT Representative** means the individual or individuals designated and authorized by the **DEPARTMENT** to receive notices and to act for it in all matters relating to this Agreement, or the designee of such individual.

- C. **HEALTH JURISDICTION Representative** means the individual designated and authorized by the **HEALTH JURISDICTION** to receive notices and to act for it in all matters relating to this Agreement, or the designee of such individual.
- D. **Services** means all work performed by the **DEPARTMENT** or the **HEALTH JURISDICTION** pursuant to and governed by this Agreement, including Addenda A, B and C.

III. TERM

The term of this Agreement shall be: March 18, 2024 through December 31, 2026, unless amended or terminated earlier pursuant to the terms and conditions herein.

IV. HOLD HARMLESS

- A. Each party shall defend, indemnify, and hold harmless the other party, and its appointed and elected officials, employees, and agents from and against all liability, loss, cost, damage and expense, including but not limited to costs and attorney's fees in defense thereof, because of claims, suits and/or actions arising from any negligent or intentional act or omission asserted or arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement by the first party's appointed or elected officials, employees, and agents.
- B. In the event of liability for damages caused by or resulting from 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. This duty to defend, indemnify and hold harmless shall apply regardless of whether this Agreement is executed after the Services described herein begin and shall extend to claims arising after this Agreement is terminated.

V. RECORDS

- A. The **DEPARTMENT** and the **HEALTH JURISDICTION** shall each maintain and preserve books, records, documents, and other materials, including but not limited to online data, that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the Services described herein for a period of eight (8) years after the earlier of either the Agreement expires by its terms or the Agreement is terminated in accordance with Section VII below. These records shall be subject to copying, inspection, review, or audit by personnel of either party, and other personnel duly authorized by law. The **DEPARTMENT** shall retain all books, records, documents, online data, and other material relevant to the Services described in Addendum A, which materials shall be made available to the **HEALTH JURISDICTION** upon request.

- B. All records, documents, and other materials arising from or relating to the Agreement, including this Agreement, are considered public records and subject to disclosure upon request pursuant to the Public Records Act, Chapter 42.56 RCW.

VI. OWNERSHIP OF WORK PRODUCT

All right, title, and interest in anything the **DEPARTMENT** develops or produces under this Agreement, whether finished or not, shall become the property of the **DEPARTMENT**, including, without limitation, all inventions, data, software, works of authorship, designs, know-how, ideas, and information.

VII. TERMINATION

Either party may terminate this Agreement for any reason by giving the other party at least ninety (90) days' written notice. If this Agreement is so terminated after website completion, the **DEPARTMENT** will transfer hosting and all associated costs to the **HEALTH JURISDICTION** within 30 days of termination. If the **HEALTH JURISDICTION** does not take ownership of the site, the **DEPARTMENT** will take down the website.

VIII. INTERPRETATION

In the event of an inconsistency found in the terms and conditions contained within this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State Statutes and Regulations;
- Addenda A, B and C; and
- The provisions of this Agreement.

IX. PERFORMANCE

The parties shall perform all Services in accordance with all applicable professional standards and agree that they will use only qualified, competent personnel in the execution of these Services.

X. AMENDMENTS

Either party may request changes to this Agreement. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this Agreement. No changes to this Agreement are valid or binding on either party unless first reduced to writing and signed by the Representatives of both parties.

XI. NON-DISCRIMINATION

Each party covenants that in providing the Services described in Addendum A, no person shall be excluded from participation therein, denied the benefits thereof, or otherwise be subjected to

discrimination with respect thereto on the grounds of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

XII. DISPUTES

This Agreement shall be administered and interpreted under the laws of the State of Washington. In the event that a dispute arises in the interpretation or application of this Agreement, both parties are to proceed to good faith negotiation to resolve said disputes. The parties may also agree in writing to mediation if negotiation is not successful in resolving the dispute. However, in the event such disputes cannot be resolved, the dispute may be appealed to the parties' Directors or their designee for resolution. In the event the Directors are unable to resolve the dispute, either party may pursue relief in Superior Court. Jurisdiction of litigation arising from this Agreement shall be in the State of Washington. Venue for all actions arising pursuant to this Agreement shall lie within Pierce County, Washington.

XIII. SERVICES MANAGEMENT

The Services described in Addendum A shall be performed under the coordination and cooperation of both party representatives. Each party shall provide assistance and guidance to the other party as necessary for the successful performance and goals of this Agreement.

XIV. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions acknowledged by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind the parties hereto.

XV. NO SEPARATE ENTITY

This Agreement does not establish a separate legal entity to perform the Services described in Addendum A. The parties designate the following persons to jointly administer this cooperative undertaking:

On behalf of the **DEPARTMENT:**

Emily Holloway, Shared Services Coordinator
Tacoma-Pierce County Health Department
3629 S D Street | Tacoma, WA 98418
Phone: 253.281.8021
Email: eholloway@tpchd.org

On behalf of the **HEALTH JURISDICTION**:

Amy Osterman, MPH
Human Services Division Manager
Walla Walla County Department of
Community Health
314 W Main St | PO Box 1753
Walla Walla, WA 99362
Phone: (509) 524-2683
Email: aosterman@co.walla-walla.wa.us

XVI. AGREEMENT EXECUTION

DEPARTMENT and **HEALTH JURISDICTION** each represent and warrant that they have the power, authority, and legal right to enter into this Agreement by and through the undersigned Representatives, they have taken all action necessary to authorize the execution, delivery, and performance of this Agreement and all other documents and instruments otherwise required or contemplated hereunder and thereunder, any and all of which do not and shall not contravene the provisions of any governing document or agreement or instrument to which **DEPARTMENT** or **HEALTH JURISDICTION** is bound, and shall not cause or result in any violation, breach or default of, or accelerate any payment under, any such agreement or instrument.

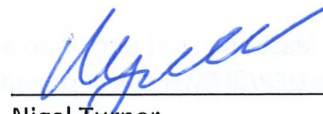
IN WITNESS THEREOF the parties hereto have executed this Agreement as of the date(s) set forth below.

HEALTH JURISDICTION Authorized Signature

DEPARTMENT Authorized Signatures

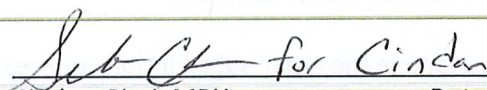


Todd L. Kimball Date
Chairman, District 2

 3/4/24

Nigel Turner Date
Division Director, Communicable Disease

Walla Walla County Department of
Community Health
314 W Main St
PO Box 1753
Walla Walla, WA 99362

 for Cindan Gizzi 3/16/24

Cindan Gizzi, MPH Date
Interim Director of Health

Tacoma-Pierce County Health Department
3629 South D Street
Tacoma, WA 98418

ADDENDUM A: SCOPE OF WORK AND SPECIFIC CONDITIONS

This Addendum A applies to the agreement (Agreement) between The **TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (DEPARTMENT)** and **WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH (HEALTH JURISDICTION)** and in Addenda B and C, the parties agree as follows.

While grant funding under Foundational Public Health Services exists at the current level or greater:

1. HEALTH JURISDICTION's Responsibilities:

- 1.1. Authorize the **DEPARTMENT** by means of this Agreement to act as the **HEALTH JURISDICTION's** representative and provide Provider Resources Website updates, development and training.
- 1.2. Hold the **DEPARTMENT**, its appointed and elected officials, employees, and agents harmless from any actual or purported damage due to inaccurate content on the Provider Resources Website or during times of unavoidable lack of access to the **DEPARTMENT's** Provider Resources Website.
- 1.3. Maintain the security of the Provider Resources Website. This includes but is not limited to adhering to the standard practices for strong password generation and user account management.
- 1.4. Review the Provider Resources Website content. Provide the **DEPARTMENT** in writing with revisions to the content in sufficient detail to allow the **DEPARTMENT** to create revised pages and content that complies with the **HEALTH JURISDICTION'S** requirements (the "Walla Walla County Department of Community Health Provider Resources Website").
- 1.5. Designate at least one staff person to administer the local content on the Provider Resources Website. The **DEPARTMENT** will provide technical support for local pages but will not curate content.
- 1.6. Designate at least one person to assist the **DEPARTMENT** with establishing branding for the Provider Resources Website.
- 1.7. Manage the email subscription services.
- 1.8. The **HEALTH JURISDICTION** has the right to decline use of the email marketing account provided by the **DEPARTMENT**. Please see Addenda C for additional information.
- 1.9. Manage all updates and local content in a manner and form that adheres to Web Content Accessibility Guidelines. A copy of these guidelines will be provided by the **DEPARTMENT** during the initial training session.
- 1.10. Manage and execute all records requested under the Public Records Act, Chapter 42.56 RCW of the Walla Walla County Department of Community Health Provider Resources Website.

1.11 Participate in meetings and collaborative sessions with the **DEPARTMENT** and other stakeholders.

1.12 Participate in evaluation and performance measurement components as required by project funders.

1.13 In consultation with the **DEPARTMENT**, create and implement strategies to promote the use of the Provider Resources Website and engage providers in its use.

2. **The DEPARTMENT's Responsibilities:**

2.1. Create the Walla Walla County Department of Community Health Provider Resources Website based on the project plan agreed to by the **HEALTH JURISDICTION** and the **DEPARTMENT** and make it available online.

2.2. Host the Provider Resources Website on behalf of the **HEALTH JURISDICTION**.

2.3. Provide training and support to the designated staff of the **HEALTH JURISDICTION** for updates and editing of their Provider Resources website.

2.4. Provide email marketing software, support, and training to the designated staff of the **HEALTH JURISDICTION**.

2.5. Provide ongoing technical assistance to the **HEALTH JURISDICTION** staff in support of the Provider Resources Website.

2.6. Provide timely and accurate updates to core content on the Provider Resources Website that feed into the **HEALTH JURISDICTION's** Provider Resources site.

2.7. Assist in the creation and execution of branding and communication planning for the **HEALTH JURISDICTION's** Provider Resources site.

ADDENDUM B: DISSOLUTION OF GRANT FUNDING

This Addendum B applies to the agreement (Agreement) between **TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (DEPARTMENT)** and **WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH (HEALTH JURISDICTION)** and Addenda A and C, the parties agree as follows:

In the event grant funding no longer exists:

1. **The HEALTH JURISDICTION's Responsibilities:**

- 1.1. Assume all management of the Walla Walla County Department of Community Health Provider Resource Website content and updates.
- 1.2. Manage hosting and assume all associated costs for the Walla Walla County Department of Community Health Provider Resource Website.
- 1.3. Manage hosting and assume all associated costs for the Walla Walla County Department of Community Health email marketing account.

2. **The DEPARTMENT's Responsibilities:**

- 2.1. Assist the **HEALTH JURISDICTION** in transferring the current website to the hosting platform chosen by the **HEALTH JURISDICTION**.
- 2.2. Assist the **HEALTH JURISDICTION** in transferring the credentials for the email marketing account to platform chosen by the **HEALTH JURISDICTION**
- 2.3. Provide necessary technical training of existing Provider Resources platform to the **HEALTH JURISDICTION** staff.

ADDENDUM C: ALLOCATION OF GRANT FUNDING

This Addendum C applies to the agreement (Agreement) between **TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (DEPARTMENT)** and **WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH (HEALTH JURISDICTION)**. In addition to the terms and conditions set forth in the Agreement and Addenda A and B, the parties agree as follows:

While grant funding exists at the current level or greater:

1. **Grant Allocation:**

- 1.1. The **DEPARTMENT** will use a portion of Washington State Foundational Public Health Services funding to pay for a resource to administer, maintain and update the main Provider Resources WA website.
- 1.2. The **DEPARTMENT** will use a portion of Foundational Public Health Services funding to pay for a resource to manage onboarding and training all contracted **HEALTH JURISDICTIONS**.
- 1.3. The **DEPARTMENT** will use a portion of Foundational Public Health Services funding to pay for hosting costs for the Provider Resources WA site and associated Provider Resources child sites.
- 1.4. The **DEPARTMENT** will use a portion of Foundational Public Health Services funding to pay for email marketing accounts for each Provider Resources child sites.

The **HEALTH JURISDICTION** will assume all costs, training and support responsibilities for email marketing is using an account outside or in lieu of the account provided with the program.

