

**AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
KITSAP HEALTH DISTRICT, JEFFERSON COUNTY, AND CLALLAM COUNTY
FOR REGIONAL DUTY OFFICER SERVICES**

This Amendment ("Amendment") to the Interlocal Agreement Between Kitsap Health District, Jefferson County and Clallam County for Regional Duty Officer Services ("the Interlocal Agreement") is entered into between the Kitsap County Health District, Jefferson County and Clallam County.

RECITALS

WHEREAS, the parties entered into the Interlocal Agreement effective September 1, 2004;

WHEREAS, the parties seek to continue services as stated in the Interlocal Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Section 1. Amendment of Interlocal Agreement Section 2. This agreement shall commence September 1, 2004 and continue through until terminated as provided in Section 7 of the Interlocal Agreement.

Section 2. Other Provisions Unchanged. The other provisions of the Contract remain unchanged.

Section 3. Effective Date. This Amendment is effective retroactive to December 31, 2009.

IN WITNESS WHEREOF, the parties have subscribed their names hereto.

KITSAP COUNTY HEALTH DISTRICT

By: [Signature]
Director of Health

Date: 3-11-10

BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY, WASHINGTON

By: [Signature]
Chair

Date: 4/5/10

BOARD OF COUNTY COMMISSIONERS, CLALLAM COUNTY, WASHINGTON

By: [Signature]
Chair Howard V. Doherty, Jr.

Date: May 18, 2010

Approved as to form only by:

[Signature]
Douglas E. Jensen
Chief Civil Deputy Prosecuting Attorney
Clallam County

Approved as to form only:
3/16/10
David Albrecht
Jefferson Co. Prosecutor's Office

**INTERLOCAL AGREEMENT
BETWEEN KITSAP HEALTH DISTRICT, JEFFERSON COUNTY
AND CLALLAM COUNTY
FOR REGIONAL DUTY OFFICER SERVICES**

THIS INTERLOCAL AGREEMENT is made this 1st day of September 2004 between KITSAP COUNTY HEALTH DISTRICT (“Kitsap County Health District”), a Washington Municipal Corporation, 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.

RECITALS

- A. Kitsap County Health District, Jefferson County, and Clallam County desire to implement a shared 24 hour, 7 day per week public health emergency response capability to be know as the “Regional Duty Officer”
- B. Kitsap Health District, Jefferson County and Clallam County desire to establish and delineate the terms and conditions of services to be provided and to that end and pursuant to Chapter 39.34 RCW ,the Interlocal Cooperation Act, do hereby enter into this Agreement to perform services they could each perform and undertake alone.

NOW THEREFORE, In consideration of the mutual covenants and promises described herein Kitsap County Health District, Jefferson County, and Clallam County agree to the following roles and responsibilities.

Section 1. EMPLOYMENT OF DUTY OFFICER

Kitsap County Health District, Jefferson County, and Clallam County agree to provide qualified employees to serve on a rotating schedule to provide continuous coverage of the duties and responsibilities of the Regional Duty Officer.

The qualified person serving as Regional Duty Officer remain at all times relevant to this Interlocal Agreement an employee and representative of their respective Health District or County.

Each County and Health District represents that it currently employs or will employ a person or persons qualified to serve as the Regional Duty Officer. A person is qualified to serve in the capacity of Regional Duty Officer if the person is a public health professional licensed in the State of Washington as a physician or registered nurse, a registered sanitarian, or as otherwise determined to be qualified by the health officers of Clallam, Jefferson, or Kitsap counties.

Section 2. **TERM**

This agreement shall commence September 1, 2004 and continue until December 31, 2007 unless terminated earlier as provided in Section 7 below.

This Interlocal Agreement shall be automatically extended for additional terms of two (2) years unless one of the parties to this Agreement seeks to terminate this Interlocal Agreement in writing at least 60 days before December 31, 2007 or in writing 60 days before any termination date created by this automatic extension provision.

Section 3. **DUTIES OF EMPLOYEES**

Employees of Kitsap County Health District, Jefferson County, and Clallam County assigned to fulfill the obligations and duties of the Regional Duty Officer will perform the following duties:

- A) Participate in a rotating call schedule to respond to requests for public health services
- B) Carry an alphanumeric pager during the hours of active duty to receive and respond to requests for service
- C) Complete all necessary orientation and training to carry out the responsibilities of the Regional Duty Officer
- D) Respond to requests for public health services within the 3 County Region in accordance with specific policies and protocols developed jointly by Region 2.
- E) Evaluate and refer requests for service to appropriate local, state, and national public health professionals and other qualified individuals as specified in Duty Officer Protocols

Section 4. **DUTY OFFICER SCHEDULE**

A schedule for Duty Officer coverage will be created and maintained by the Region 2 Lead County, Kitsap County Health District. Staffing responsibilities will be apportioned among the participating counties using a population-based formula. The percentage of time each County Health Department/District will provide Duty Officer coverage will be equal to that county's population divided by the combined population of Region 2 (Kitsap, Jefferson, and Clallam). Thus, during the course of a calendar year the Regional Duty Officer of each participating entity will serve the following portions of the year on a regularly rotating weekly basis:

- Kitsap County Health District: 72% (38 weeks)
- Clallam County: 20% (10 weeks)
- Jefferson County: 8% (4 weeks)

Section 5. **COMPENSATION**

Employees of Kitsap Health District, Jefferson County, and Clallam County serving as Regional Duty Officers will be compensated in accordance with their existing employment contract or, if applicable, their collective bargaining agreement or resolutions of their governing bodies.

Section 6. **LIABILITY INSURANCE**

Kitsap Health District, Jefferson County and Clallam County will maintain liability insurance coverage for their respective employees for their service as Regional Duty Officers. This liability insurance will cover medical malpractice, errors and omissions, comprehensive general liability, automobile and similar liabilities for statutory and contractual duties performed by the Employee as the Regional Duty Officer. Services performed by Regional Duty Officers are and will be considered to be part of the job responsibilities of each individual who serves in this capacity.

Section 7. **TERMINATION**

This agreement can be terminated or modified for any reason that does not unlawfully discriminate or violate public policy, including but not limited to: lack of work, lack of funds, reorganization, or unsatisfactory performance, as determined in the sole discretion of the participating parties.

Termination of this agreement shall be as provided by mutual agreement between any parties to this agreement. However, to terminate, sixty (60) days advance written notice is required.

Section 8. **DEFENSE AND INDEMNIFICATION**

Each party to this agreement shall defend, indemnify and hold harmless the other parties to the agreement, including its elected and appointed officers and employees, from any claim, demand, suit, action, judgment or expenses, including attorney fees, arising from the indemnifying party's employee's acts and/or omissions while serving as the Regional Duty Officer.

Section 9. VENUE AND JURISDICTION

The parties to this Agreement agree that this Interlocal Agreement shall be construed and interpreted pursuant to the laws and precedents of Washington State and that venue for any lawsuit arising from this Interlocal Agreement shall be in the Superior Court, Kitsap County.

Section 10. ENTIRE AGREEMENT

This agreement for the provision of professional services constitutes the entire agreement between the parties with respect to the subject matter thereof, and supersedes all prior written agreements and all prior or contemporaneous oral agreements or understandings between the parties.

BOARD OF KITSAP COUNTY HEALTH DISTRICT
KITSAP COUNTY, WASHINGTON

By: Patty Leuk
Chair

Date: 9-14-04

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

By: [Signature]

Date: 8.16.04

BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON

By: [Signature]
Chair

Date: August 31, 2004

ATTEST:

By: [Signature]
Clerk of the Kitsap Health District

By: [Signature]
Clerk of the Jefferson Co. BOCC

By: [Signature]
Clerk of the Clallam Co. BOCC

APPROVED AS TO FORM ONLY:

By: [Signature]
Kitsap County Health District Attorney

By: [Signature] 8/10/04
Jefferson County Prosecuting Attorney

By: [Signature]
Clallam County Prosecuting Attorney