

INTERLOCAL AGREEMENT BETWEEN
WALLA WALLA COUNTY DEPARTMENT OF COMMUNITY HEALTH
AND COLUMBIA COUNTY PUBLIC HEALTH

This agreement is entered between Walla Walla County Department of Community Health and Columbia County Public Health to the Interlocal Cooperation Act, chapter 39.34 RCW.

I. PURPOSE

The purpose of this agreement is to provide Assessment services to Columbia County by the staff of the Walla Walla County Department of Community Health.

II. SERVICES

Columbia County will:

1. Convene community partners for Community Health Needs Assessment and Community Health Improvement Planning meetings.
2. Provide meeting space for work sessions and presentations of the Community Health Needs Assessment and Community Health Improvement Plan.
3. Contact the Walla Walla County Assessment Coordinator if assessment needs are required at other than the normally scheduled support times.
4. Retain the rights and responsibilities of the Columbia County Board of Health and Health Officer for support of the Community Health Needs Assessment and Community Health Improvement Plan.

Walla Walla County Department of Community Health will:

1. Provide surveillance and epidemiological assessment services on a schedule agreed upon by Columbia County Public Health and Walla Walla County Department of Community Health.
2. Provide surveillance and epidemiological support to Columbia County during disease as requested by Columbia County.
3. Provide other assessment support as requested by Columbia County.
4. Provide other public health support as requested by Columbia County.

III. COMPENSATION

Columbia County agrees to pay Walla Walla County Department of Community Health for the provision of services as described in Paragraph II above on an hourly basis based upon the hourly wage, benefits, overhead, an administrative fee, and miscellaneous costs (travel, etc.) as shown in Attachment 1. Hourly costs will be adjusted yearly based upon increased personnel and overhead costs. Columbia County will make payment to Walla Walla County Department of Community Health within 30 days following submittal of an itemized statement.

IV. ADMINISTRATION

This agreement will be administered by Walla Walla County.

V. INDEPENDENT CONTRACTOR

The services provided under this agreement are those of an independent contractor. Employees of the Walla Walla County are and will remain employees of Walla Walla County. Employees of Columbia County are and will remain employees of the Columbia County.

VI. INDEMNIFICATION

Columbia County shall defend, protect and hold harmless Walla Walla County from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of the Columbia County's employees, agents and/or authorized subcontractor(s) while performing this contract. Walla Walla County shall defend, protect and hold harmless Columbia County from and against all claims, suits and/or other actions arising from any negligent or intentional act or omission of the Walla Walla County's employees, agents and/or authorized subcontractor(s) while performing this contract.

VII. AMENDMENT

Walla Walla County and Columbia County may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind Walla Walla County and Columbia County.

VIII. CHOICE OF LAW AND VENUE

This agreement will be governed by the laws of the State of Washington, both as to interpretation and performance. Any action at law, suit in equity or other judicial proceeding for the enforcement of this agreement may be instituted only in a court of competent jurisdiction in the State of Washington, County of Walla Walla.

INTEGRATION CLAUSE

This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this agreement. This agreement supersedes all previous communications, representations or agreements, either oral or written, between parties.

X. TERMINATION CLAUSE

Either party may terminate this agreement by giving the other party at least thirty (60) days advance written notice. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

XI. PROPERTY AND EQUIPMENT

Upon termination or non-renewal of this agreement, all property purchased by Walla Walla County in furtherance of this agreement shall remain the property of Walla Walla County and all property purchased by Columbia County in furtherance of this agreement shall remain

the property of Columbia County. All property shall be returned to its owner upon termination or non-renewal of this Agreement.

XII. DISPUTES

In the event that a dispute arises under this Agreement, it will be resolved in the following manner: Columbia County and Walla Walla County will each individually appoint one member to a Dispute Board and jointly appoint a third member. The Dispute Board will evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board will be final and binding on the parties hereto.

XIII. FILING

This agreement will be filed with the Walla Walla County Auditor's Office or placed online on a public website.

XIV. EFFECTIVE DATE

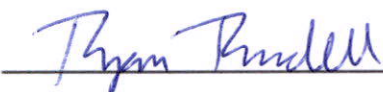
This agreement will take effect when executed by the parties and will expire on December 31, 2019 unless terminated sooner or extended as provided herein.

Dated this 18th day of March, 2019

Dated this 15th day of April, 2019.

COLUMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS _____

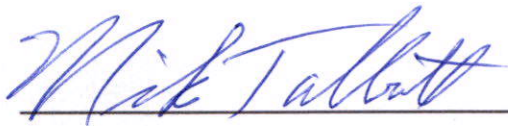
WALLA WALLA BOARD OF
COUNTY COMMISSIONERS _____



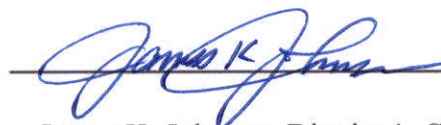
Ryan Rundell, District 1 Commissioner



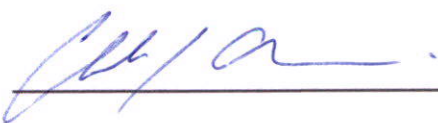
Todd Kimball, District 2, Chairman



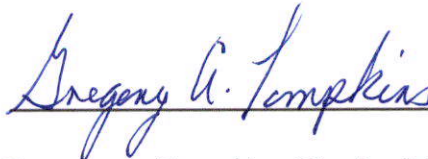
Michael Talbott, District 2, Chairman



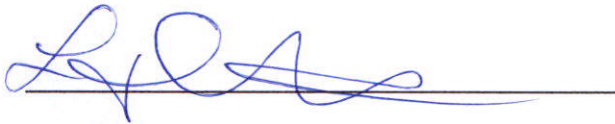
James K. Johnson, District 1, Commissioner



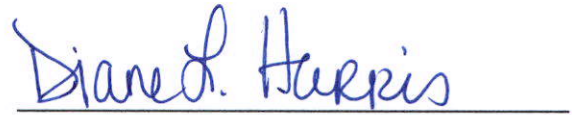
Charles Amerein, District 3, Commissioner



Gregory A. Tompkins District 3, Commissioner



Clerk of the Board



Clerk of the Board

Approved as to form only:

Columbia County Prosecuting Attorney



Walla Walla County Prosecuting Attorney

Attachment 1. Compensation as of January 1, 2019

Compensation is based upon an hourly rate of the individual performing work for Columbia County. Rates will be adjusted as salary, benefit, and overhead costs are adjusted. Mileage for vehicles is billed at the standard vehicle rates.

2019	Total/Hour
Assessment Coordinator	\$45.80
Healthy Communities Division Manger	\$51.43