

INTERLOCAL COOPERATIVE AGREEMENT BETWEEN
WHATCOM COUNTY
AND
SNOHOMISH HEALTH DISTRICT

THIS AGREEMENT is made and entered into by and between Whatcom County ("Whatcom") and Snohomish Health District, a public entity organized pursuant to the provisions of chapters 70.05 and 70.45 RCW ("Snohomish"); both local health jurisdictions in the State of Washington pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE: This Agreement outlines terms and conditions for Whatcom to provide COVID-related isolation and quarantine to Snohomish Health District residents at Whatcom's COVID Isolation and Quarantine Facility.
2. RESPONSIBILITIES:

Whatcom will:

- A. Provide COVID-related isolation and quarantine temporary housing to Snohomish residents at Whatcom's COVID Isolation and Quarantine Facility (Facility) for up to 14 days, unless a positive COVID test results necessitates a stay of longer duration, to be jointly agreed upon by Whatcom and Snohomish staff.
- B. Whatcom will notify Snohomish of any issues related to non-compliance of the Facility Code of Conduct (See Exhibit A) by Snohomish residents receiving temporary housing at Whatcom's Facility.
- C. Provide onsite COVID testing to Snohomish County residents at the Facility at the same time that testing is provided to Whatcom County residents at the Facility, when capacity exists to do so.
- D. Include Snohomish Health District staff in its daily Isolation and Quarantine staff meetings when Snohomish residents are at the facility.
- E. Invoice Snohomish Health District on a monthly basis for the previous month's bed rate by the 15th of the month following service. Monthly invoices will include a roster of Snohomish residents by day to substantiate the invoice total.

Snohomish will:

- A. Vet all Snohomish residents prior to transport to the Facility utilizing the Byron Referral Form (See Exhibit A) to ensure that guests referred are able to safely stay at the facility and that appropriate agreements are signed by Snohomish residents including the Voluntary Agreement (See Exhibit A) and the Release of Information Agreement (See Exhibit A). Snohomish will not refer any residents who are in a state of detox from chemical dependency or residents who are not able to care for themselves independently in the Facility.
- B. Confirm bed availability and request approval of the referral from the Facility's Onsite Supervisor, prior to transport.
- C. Transport residents to and from Snohomish County and Whatcom's Facility.

- D. Reimburse Whatcom at a rate of \$200 per person, per day for Snohomish residents temporarily housed at Whatcom's Facility, per Exhibit B. Payment by Snohomish will be timely if it is made within 30 days of the receipt and acceptance of an invoice and billing information from Whatcom.
 - E. In the event that Whatcom does not have capacity to provide onsite COVID testing for Snohomish residents, Snohomish will send a testing team to the Facility to test their residents as needed.
 - F. Check in with Snohomish County residents at the Facility daily via telephone for symptom monitoring and other pertinent issues related to their stay at the Facility.
 - G. Return Snohomish residents to Snohomish County for release by Snohomish personnel along with documentation that they were returned to Snohomish County.
 - H. In the event Snohomish is notified of non-compliance to the Facility Code of Conduct by a Snohomish resident staying at Whatcom's Facility, Snohomish will pick up and document the return of the resident to Snohomish County within 12 hours of notification of non-compliance.
 - I. Provide contact information for Snohomish Health District that will be available 24 hours per day, 7 days per week should Whatcom need to notify Snohomish of any issues related to Snohomish residents at the Facility.
 - J. Participate in the daily Isolation and Quarantine staff meetings with Whatcom.
- 3. TERM OF AGREEMENT: The start date of this Agreement is August __, 2021, and shall be in effect through September 30, 2021.
 - 4. EXTENSION: This Agreement may not be extended due to the expiration of the lease for Whatcom's facility on September 30, 2021.
 - 5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for the administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party:

Whatcom's representative shall be:

Erika Lautenbach, Director
Whatcom County Health Department
509 Girard Street
Bellingham WA 98225
(360) 778-6005
ELautenb@co.whatcom.wa.us

Snohomish's representative shall be:

Shawn Frederick, Administrative Officer
Snohomish Health District
3020 Rucker Avenue, Suite #203
Everett, WA 98201
(425) 339-5200
sfrederick@snohd.org

6. **TREATMENT OF ASSETS AND PROPERTY:** No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.
7. **DEFENSE & INDEMNIFICATION:** To the fullest extent permitted by law, Snohomish agrees to indemnify, defend and hold Whatcom and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all 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: 1) are caused in whole or in part by any error, act or omission, negligent or otherwise, of Snohomish, its employees, agents or volunteers or Snohomish's subcontractors and their employees, agents or volunteers; or 2) directly or indirectly arise out of or occur in connection with Snohomish's performance of this Contract or 3) are based upon Snohomish or its subcontractors' use of, presence upon, or proximity to the property of Whatcom. This indemnification obligation of Snohomish shall not apply in circumstances where the claim, damage, loss, or expense is caused by the sole negligence of Whatcom.

Should a court of competent jurisdiction determine that this contract is subject to RCW 4.24.115, then in the event of concurrent negligence of Snohomish, its subcontractors, employees or agents, and Whatcom, its subcontractors, employees or agents, this indemnification obligation of Snohomish shall be valid and enforceable only to the extent of the negligence of Snohomish, its subcontractors, employees, and agents. This indemnification obligation of Snohomish shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and Snohomish hereby expressly waives any immunity afforded by such acts.

It is further provided that no liability shall attach to Whatcom by reason of entering into this contract, except as expressly provided herein. The parties specifically agree that this Contract is for the benefit of the parties only and this Contract shall create no rights in any third party. Whatcom reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses, or expenses, and such participation shall not constitute a waiver of Snohomish's indemnity obligations under this Agreement.

In the event Snohomish enters into subcontracts to the extent allowed under this Contract, Snohomish's subcontractors shall indemnify the County on a basis equal to or exceeding Contractor's indemnity obligations to the County.

The parties hereto agree that the indemnity obligations shall survive the completion, expiration or termination of this Agreement. The foregoing indemnification obligations of Snohomish are a material inducement to Whatcom to enter into this Agreement and are reflected in the rate set forth in Exhibit B.

By signing this Agreement Snohomish acknowledges that it has freely negotiated and agreed to the indemnification requirements to defend, indemnify and hold harmless Whatcom from all claims and suits to the extent it is required to do so under Section 7 herein.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon fifteen (15) days notice in writing either personally delivered or mailed to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this agreement prior to the effective date of termination.
9. **CHANGES, MODIFICATIONS, AMENDMENTS, OR WAIVERS:** This Agreement may be changed, modified, amended, or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. SEVERABILITY: In the event of any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Agreement are declared severable.
11. ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
12. OTHER PROVISIONS: Snohomish and Whatcom will comply with all applicable Federal and State requirements that govern this Agreement.
13. This Agreement has been approved and authorized by the governing bodies of Snohomish and Whatcom and each party represents that the persons executing this Agreement have been authorized to do so on or behalf of the public entity referenced below.
14. This Agreement shall be posted or recorded by Whatcom required by RCW 39.34.040.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2021.

SNOHOMISH HEALTH DISTRICT:

Shawn Frederick, Administrative Officer

Approved as To Form:

Grant K. Weed, Attorney for Snohomish Health District

**WHATCOM COUNTY:
Recommended for Approval:**

Erika Lautenbach, Director Date

Approved as to form:

Royce Buckingham, Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

CONTRACTOR INFORMATION:

Snohomish Health District
3020 Rucker Avenue, Suite #306
Everett, WA 98201
sfrederick@snohd.org

EXHIBIT “A”
(BYRON FACILITY POLICY MANUAL)

EXHIBIT "B"
(COMPENSATION)

Snohomish Health District will reimburse Whatcom County at a rate of \$200/resident, per day for COVID-related isolation and quarantine at Whatcom County's COVID Temporary Isolation and Quarantine Facility.

Whatcom shall submit invoices on a monthly basis in a format approved by Snohomish Health District. Monthly invoices must be submitted by the 15th day of the month, following the month of service. Invoices shall include the number of residents receiving isolation and quarantine. Invoices shall be submitted to:

accountspayable@snohd.org

or

Attn: Accounts Payable
Snohomish Health District
3020 Rucker Ave., Ste. 308
Everett, WA 98201

Payment by Snohomish will be timely if it is made within 30 days of the receipt and acceptance of billing information from Snohomish. Snohomish may withhold payment of an invoice if Whatcom submits it more than 30 days after the expiration of this Agreement.