



JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368
www.jeffersoncountypublichealth.org

July 7, 2010

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: August 2, 2010

SUBJECT: Agenda Item – Interlocal Agreement – Kitsap County Health District for Environmental Health Director Services; July 19, 2010 – until terminated; \$88.51 per hour (see schedule page 7)

STATEMENT OF ISSUE:

Jefferson County Public Health, is requesting Board approval of the Interlocal Agreement Kitsap County Health District for Environmental Health Director Services; July 19, 2010 – Terminated; \$88.51 per hour

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

This is a service agreement with Kitsap County for Environmental Health Director services. Kitsap County will provide the services of their employee, Stuart Whitford to fulfill the duties of Environmental Health Director in a part time position as prescribed in Chapter 70.05 (Local Health Department, Boards, and Officers – Regulations) and the Statement of Work for Jefferson County Environmental Health Director (Attachment A). Jefferson County Public Health has advertised for this position unsuccessfully in the past. This is a trial to see if sharing EH management staff with another county can be successful. At the end of six months, a review will be presented to the Jefferson County Board of Health.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This contract is funded in the current JCPH 2010 budget. Funds come from grants and contracts that require technical expertise and oversight.

RECOMMENDATION:

JCPH management request approval of the Interlocal Agreement Kitsap County Health District for Environmental Health Director Services; July 19, 2010 – Upon Termination; \$88.51 per hour

REVIEWED BY:



Philip Morley, County Administrator

7/13/10

Date

**INTERLOCAL AGREEMENT
BETWEEN JEFFERSON COUNTY AND
KITSAP COUNTY HEALTH DISTRICT
FOR ENVIRONMENTAL HEALTH DIRECTOR SERVICES**

THIS INTERLOCAL AGREEMENT is made _____, 2010 between JEFFERSON COUNTY ("Jefferson County"), a Washington Municipal Corporation, and KITSAP COUNTY HEALTH DISTRICT ("Kitsap Health District"), a Washington Municipal Corporation.

RECITALS

- A. Jefferson County desires to contract for the services of Stuart Whitford, an employee of Kitsap Health District ("the Employee"), to serve in the capacity of Environmental Health Director for Jefferson County Public Health (JCPH). This is a part time position.
- B. Jefferson County and Kitsap Health District desire to establish and delineate the terms and conditions of services to be provided and to that end desire to enter into this agreement.

NOW THEREFORE, In consideration of the mutual covenants herein Jefferson County agrees to contract with Kitsap Health District for the services of the Employee as follows:

Section 1. **SERVICES**

Jefferson County hereby contracts with Kitsap Health District to provide the services of the Employee, Stuart Whitford, to serve as the Jefferson County Environmental Health Director and to perform such duties as described in the Statement of Work for Jefferson County Environmental Health Director, (Attachment A to this agreement) and pursuant to RCW 70.05. *et seq.*

Section 2. **TERM**

This agreement shall commence July 19, 2010 and continue until terminated as provided in Section 7 below. Term shall include a six month trial service period, starting with the commencement date, for which termination of this agreement shall be provided with fourteen (14) days written notice by Kitsap Health District or Jefferson County.

Section 3. **DUTIES OF EMPLOYEE**

The Employee will fulfill the duties of the Environmental Health Director as prescribed in Chapter 70.05 (Local Health Department, Boards, and Officers – Regulation) and the Statement of Work for Jefferson County Environmental Health Director (Attachment A).

Section 4. **COMPENSATION**

- A. Jefferson County will contract with Kitsap Health District for the services of the Employee outlined in the attached Employee Work Schedule (Attachment B). Hours of work outlined in Attachment B may be changed as mutually agreed to by Kitsap Health District and Jefferson County. Additional monthly work hours for services of the Employee for Jefferson County will be added to monthly work hours for services of the Employee as Kitsap Health District and submitted to Jefferson County for compensation.

- B. Jefferson County will reimburse Kitsap Health District for the actual cost of the Employee's services to Jefferson County. This reimbursement rate will be based on the Employee's current rate of compensation as a Kitsap Health District employee at the time the service is provided, plus a proportionate share of benefits, and covered employee expenses incurred by Kitsap Health District. The reimbursement rate for Employee for 2010 is currently \$88.51 / hour. The reimbursement rate will be readjusted in January of each calendar year, or as needed, to reflect changes in Employee's current rate of compensation as a Kitsap Health District employee.

- C. Kitsap Health District will submit monthly invoices to Jefferson County for reimbursement.

Section 5. **CONTRACT REPRESENTATIVES**

Jefferson County and Kitsap Health District will each have a contract representative. Either of these parties may change its representative upon providing written notice to the other party. Notices pursuant to this agreement shall be sent to the contract representatives for each party. The contract representatives are as follows:

- A. **Jefferson County Representative**
Jean Baldwin, Director
615 Sheridan Street
Port Townsend, WA 98368
Phone: (360) 385-9408
jbaldwin@jerffersoncountypublichealth.org

- B. **Kitsap Health Representative**
Keith Grellner, Environmental Health Director
345 6th Street, Suite 300
Bremerton, WA 98337
Phone: (360) 337-5284
grellk@health.co.kitsap.wa.gov

Section 6. **BENEFITS**

Employee benefits will be provided to the Employee by Kitsap Health District and consist of the current benefit package available to Kitsap Health District employees exempt from union membership. Employee shall not be entitled to any benefits, privileges or compensation from Jefferson County and shall be considered as an Independent Contractor with respect to Jefferson County for services he provides for and on behalf of Jefferson County.

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: reorganization, unsatisfactory performance as determined in the sole discretion of the respective appointing board, i.e., the governing bodies of each of the parties to this Interlocal Agreement.

Termination of this agreement shall be as provided:

- A. By mutual agreement between Jefferson County and Kitsap Health District.
- B. Upon written notification by Jefferson County to the Kitsap Health District that funding for compensation to Kitsap Health District for the services of the Employee is no longer available.
- C. Upon written notification by Kitsap Health District to Jefferson County.

The party wishing to terminate shall provide not less than thirty (30) days notice of the termination and the proposed date of termination, except during the six month trial service period when not less than fourteen (14) days written notice shall be provided. All terms and conditions of this Interlocal Agreement shall remain in effect until the agreed upon termination date.

Section 8. **ENTIRE AGREEMENT**

This Interlocal Agreement for the purchase 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.

Section 9. **INSURANCE**

Jefferson County and Kitsap Health District belong to different self-insurance (Risk Pools) entities. Therefore, any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, for injury, sickness, disability or death to persons or damage to property caused by or arising out of Employee's performance of this Interlocal Agreement on behalf of Jefferson County shall be considered Jefferson County matters and shall be defended and resolved by Jefferson County. Such claims actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including costs and attorney's fees in defense thereof, lawsuits, or other actions shall be counted against Jefferson County's experience rating modification factor.

Kitsap Health District will maintain liability insurance with respect to the acts and omissions of the Employee while Employee is acting within the scope of his official duties as an exempt employee of Kitsap Health District.

Section 10. **DEFENSE AND INDEMNIFICATION**

Jefferson County agrees to defend, indemnify and hold harmless Kitsap Health District, and its elected and appointed officers and employees, from any claim, demand, suit, action, judgment or expenses, including attorney fees, arising from the Employee's performance on behalf of Jefferson County under this Interlocal Agreement. This duty on the part of Jefferson County to defend and indemnify does not require Jefferson County to defend and indemnify Kitsap Health District for actions or omissions undertaken (or not undertaken) by the Employee on behalf of the Kitsap Health District.

Section 11. **COMPLIANCE WITH LAWS**

The Employee shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement and as an agent of the Jefferson County Health Officer.

Section 12. **MODIFICATIONS**

This Interlocal Agreement may be modified at any time by written agreement of both parties.

Section 13. **SEVERABILITY**

If any section of this Interlocal Agreement is found to be invalid or contrary to law by any court of competent jurisdiction, then that section shall be null and void but all other sections and text of this Agreement shall remain valid and in effect.

Section 14. **JURISDICTION AND VENUE**

The parties to this Interlocal Agreement agree that the only venue for any litigation arising from the implementation, interpretation or legal significance of any portion of this Agreement shall be the Superior Court In and For Jefferson County.

Section 15. APPROVALS

KITSAP COUNTY HEALTH DISTRICT, WASHINGTON

By:  Date: 7/19/10
Scott W. Lindquist, MD, MPH Director

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

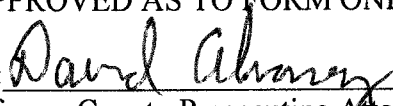
By: _____
Chair

Date: _____

ATTEST:

By: _____
Clerk of the Jefferson Co. BOCC

APPROVED AS TO FORM ONLY:

By:  7/13/10
Jefferson County Prosecuting Attorney

Attachment A

Statement of Work - Jefferson County Environmental Health Director

- Work with Jefferson County Public Health (JCPH) staff and management to improve Environmental Health practices through looking at current practices, work load and staffing.
- Assess current JCPH staff workloads and pending work.
- Assess core environmental health functions in each program and how current is JCPH in permits, reviews, deliverables from each program, etc.
- Review JCPH performance measures and systems for 2011 budget.
- Assess Water Quality, Solid Waste, Onsite Septic (OSS) teams to see capabilities with workload of each staff and make hiring recommendations.
- Strategic planning with JCPH management team and Board of Health concerning OSS code revision, Group B water changes, EPA grant, Centennial Clean Water and Water Quality advisory group.

Attachment B

Employee Work Schedule

Date	Schedule
7/19/10 – 7/31/10	One full week, to be determined by both parties
8/1/10 – 8/31/10	Up to 16 hours/week, to be determined and mutually agreed to by both parties
9/1/10 – Contract Termination	Up to 20 hours/week, to be determined and mutually agreed to by both parties