

WHATCOM COUNTY
CONTRACT INFORMATION SHEET

Whatcom County Contract Number:

Originating Department:		85 Health and Community Services	
Division/Program: (i.e. Dept. Division and Program)		8560 Communicable Disease / 856010 CD & Epi Admin	
Contract or Grant Administrator:		Shamika Brooks	
Contractor's / Agency Name:		Tacoma-Pierce County Health Department	
Is this a New Contract?	If not, is this an Amendment or Renewal to an Existing Contract?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #:		
Does contract require Council Approval?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	If No, include WCC:	
Already approved? Council Approved Date:		(Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)	
Is this a grant agreement?			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, grantor agency contract number(s):	ALN#:	
Is this contract grant funded?			
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	If yes, Whatcom County grant contract number(s):		
Method of Procurement:	N/A	Contract Cost Center:	N/A
Is this agreement excluded from E-Verify?	No <input type="checkbox"/> Yes <input checked="" type="checkbox"/>		
If YES, indicate exclusion(s) below:			
<input type="checkbox"/> Professional services agreement for certified/licensed professional.		<input type="checkbox"/> Goods and services provided due to an emergency.	
<input type="checkbox"/> Contract work is for less than \$100,000.		<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Contract work is for less than 120 days.		<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).		<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments):		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: <ol style="list-style-type: none"> 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County. 	
\$ 0			
This Amendment Amount:			
\$			
Total Amended Amount:			
\$			
Summary of Scope: This agreement outlines the roles and responsibilities for contributing to the Providers Resources Website.			
Contract Term Ends:		12/31/2027	
Contract Routing:	1. Prepared by:	J. Thomson	Date: 05/12/2025
	2. Health Approval	CR	Date: 06/30/2025
	3. Attorney signoff:	Christopher Quinn	Date: 7/1/2025
	4. AS Finance reviewed:		Date:
	5. IT reviewed (if IT related):		Date:
	6. Contractor signed:		Date:
	7. Executive Contract Review:		Date:
	8. Council approved (if necessary):	AB2025-511	Date:
	9. Executive signed:		Date:
	10. Original to Council:		Date:

**INTERLOCAL AGREEMENT BETWEEN
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT
And
WHATCOM COUNTY HEALTH AND COMMUNITY SERVICES**

This Agreement is made and entered into by and between **Tacoma-Pierce County Health Department**, hereinafter referred to as **DEPARTMENT**, and **WHATCOM COUNTY HEALTH AND COMMUNITY SERVICES** 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 and 70.08RCW, 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 and B 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	3	Scope of Work & Grant Allocation
B	1	Dissolution of Grant Funding

- 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 and B.

III. TERM

The term of this Agreement shall be July 23, 2025 through December 31, 2027, unless amended or terminated earlier pursuant to the terms and conditions herein.

IV. FUNDING

DEPARTMENT intends to fund its responsibilities under the scopes of work described in Addenda A and B with a grant from Foundational Public Health Services; provided, however, in no event will **DEPARTMENT's** financial contribution exceed \$20,000 during the term of this Agreement. **HEALTH JURISDICTION** intends to fund its responsibilities under the scopes of work described in Addenda A and B with a grant from Foundational Public Health Services; provided, however, in no event will **HEALTH JURISDICTION's** financial contribution exceed \$0 during the term of this Agreement.

V. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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 and B; and
- The provisions of this Agreement.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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
eholloway@tpchd.org | 253.281.8021

On behalf of the **HEALTH JURISDICTION**:

Shamika Brooks, DNP, ARNP
Communicable Disease & Epidemiology Manager
Whatcom County Health and Community Services
509 Girard St | Bellingham, WA 98225
Sbrooks@co.whatcom.wa.us | (360) 927-1684

XVII. 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. A copy of this Agreement shall be filed with the parties' respective county auditors or listed on the parties' respective websites.

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

Charlene Ramont Date
Interim Director, MPH

Chantell Harmon Reed, MS-HCM, Doula Date
Director of Public Health

Whatcom County Health and Community
Services
509 Girard St
Bellingham, WA 98225

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

Satpal Singh Sidhu, County Executive

COUNTY OF WHATCOM)

My Commission expires:_____

Tacoma-Pierce County Health Department
Emily Holloway, Shared Services Coordinator
3629 S D Street
Tacoma, WA 98418
253-281-8021
eholloway@tpchd.org

ADDENDUM A: SCOPE OF WORK AND SPECIFIC CONDITIONS

This Addendum A applies to the Agreement between the **TACOMA-PIERCE COUNTY HEALTH DEPARTMENT (DEPARTMENT)** and **WHATCOM COUNTY HEALTH AND COMMUNITY SERVICES (HEALTH JURISDICTION)** and Addendum B, the parties agree as follows.

A. 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 "Whatcom County Health and Community Services 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**.
- 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 pertaining to the **HEALTH JURISDICTION** Provider Resource 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 **HEALTH JURISDICTION** Provider Resources Website based on the project plan and budget 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.

3. **Grant Allocation:**

3.1 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.

3.2 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**.

3.3 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.

3.4 The **DEPARTMENT** will use a portion of Foundational Public Health Services funding to pay for

email marketing accounts for each Provider Resources child sites.

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

- B. In the event grant funding under Foundational Public Health Services remains available but at reduced levels:
 - 1. **DEPARTMENT** will work with **HEALTH JURISDICTION** to develop a proposal for a reduced level of services, which may include a reduction of services commensurate with the reduction in financial support. After review and agreement by both parties, the proposal shall be documented in an amendment to this Agreement.

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ADDENDUM B: DISSOLUTION OF GRANT FUNDING

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

In the event grant funding no longer exists, then within sixty (60) days of the date either party gives written notice to the other party:

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

- 1.1. Assume all management of the **HEALTH JURISDICTION** Provider Resource Website content and updates.
- 1.2. Manage hosting and assume all associated costs for the **HEALTH JURISDICTION** Provider Resource Website.
- 1.3. Manage hosting and assume all associated costs for the **HEALTH JURISDICTION** 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.

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