

**INTERLOCAL AGREEMENT BETWEEN OKANOGAN COUNTY AND THE
OKANOGAN COUNTY PUBLIC HEALTH DISTRICT FOR HEARING EXAMINER SERVICES**

THIS INTERLOCAL AGREEMENT FOR HEARING EXAMINER SERVICES (“Agreement”) is entered into by and between Okanogan County, Washington (the “County”) and the Okanogan County Public Health District (the “District”) sometimes individually referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Parties are public agencies which agree to enter into an Agreement for Hearing Examiner services pursuant to Chapter 39.34 RCW, the Washington Interlocal Cooperation Act; and

WHEREAS, the District has the power, authority and responsibility to provide Hearing Examiner services to the citizens of the County for issues involving the District, and desires to use the County Hearing Examiner services; and

WHEREAS, the County has a Hearing Examiner Services process and contracts with independent contractors to provide Hearing Examiner Services pursuant to Okanogan County Code Chapter 2.65; and

WHEREAS, the independent contractors providing Hearing Examiner Services for the County are available to provide Hearing Examiner Services to the District in accordance with this Agreement;

NOW THEREFORE, in consideration of the foregoing and as set forth below, the Parties agree as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are incorporated into this Agreement as if set forth in full.
2. Hearing Examiner Services. The County agrees to provide Hearing Examiner Services to the District and the District agrees to use Hearing Examiner Services provided by the County in accordance with Okanogan County Code Chapter 2.65.
3. Fees. The County Commissioners set Hearing Examiner fees for Hearing Examiner services pursuant to Okanogan County Code Section 2.65.100. All references to the Hearing Examiner in this Agreement shall include any Hearing Examiner Pro Tem. The same fees for Hearing Examiner services paid by the County to the Hearing Examiner shall be paid by the District for all County Hearing Examiner services provided to the District. Nothing in this Agreement shall affect the authority of the County to set and change the fees associated with Hearing Examiner services.

3.1 Other Costs and Expenses. Any and all additional costs and expenses associated with Hearing Examiner services provided by the County to the District pursuant to this Agreement shall be paid by the District.

4. Term. The Term of this Agreement shall be perpetual, subject to termination by the Parties as set forth in Section 5 below.

5. Termination. This Agreement may be terminated by written agreement of the Parties or by either Party providing ninety (90) days prior written notice to the other Party.

6. No Separate Entity Created. No separate entity is created by the Parties entering into this Agreement. The Parties agree that nothing in this Agreement shall be construed as creating an employment relationship between the District and any employee, agent, representative or contractor of the County, or between the District and the County Hearing Examiner. The County Hearing Examiner shall remain an independent contractor at all times during this Agreement.

7. Indemnification. Each Party shall be responsible for its actions and the actions of its officers and employees during the Term of this Agreement. Each Party agrees to indemnify and hold the other Party harmless against all claims, demands, suits, awards and judgments, including attorney's fees and costs, made or recovered by any persons or entities due to the actions of the indemnifying party or its officers and/or employees arising out of actions taken by the indemnifying Party pursuant to this Agreement.

8. Records and Forms. The County and District shall keep and maintain accurate and complete records pertaining to the implementation of this Agreement. All records, books documents, and other materials maintained, prepared, or issued in the implementation of this Agreement shall be the property of the Party creating the same which shall have the responsibility for the retention, maintenance, and release of the same.

9. Notice. All notices provided to either Party under this Agreement shall be given as set forth below. All notices shall be in writing and shall be either served by certified or registered mail (return receipt requested), by hand delivery, or by facsimile, in each case with all charges prepaid. Notices, including Notices of change of address, shall be deemed effective three days after the date of mailing when mailed; or as of the date of hand delivery when delivered by hand. Notices shall be provided as follows:

To the County:

Okanogan County
Attn: Chair of the Board of Commissioners
123 North 5th Avenue
Okanogan, WA 98840

To the District:
Okanogan County Public Health District
Attn: Environmental Health Director
PO Box 231 / 1234 South 2nd Avenue
Okanogan, WA 98840

10. Governing Law and Venue. This Agreement is governed by the laws of the State of Washington and venue for resolution of any disputes shall reside in Okanogan Superior Court.
11. Severability. In the event that any provision of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provision shall be enforced and validated to the extent permitted by law.
12. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes all prior representations and agreements, either oral or in writing, with respect to the subject matter of this Agreement. Unless otherwise specifically provided in this Agreement, this Agreement may be amended or changed only by mutual written consent of the duly authorized representatives of both Parties. Any waiver of any of the terms and conditions hereof must be in writing to be enforceable and shall not be construed as a waiver of any other terms and conditions hereof.
13. Attorneys Fees. In the event of any litigation arising from or based upon this Agreement brought by either Party hereto against the other, the substantially prevailing Party shall be entitled to recover from the other its reasonable attorneys' fees and costs in connection therewith in addition to the other relief awarded in the litigation.
14. Photocopies Same as Originals. Photocopies of signatures on this Agreement shall be considered the same as original signatures on this Agreement for all purposes.
15. Website Posting. Each Party shall post a signed copy of this Agreement on their respective website at all times while this Agreement remains in effect between the Parties.

[Remainder left intentionally blank]

APPROVED by the Board of Health of the Okanogan County Public Health District, Washington, at an Open Public Meeting the 8th day of February, 2022.



Jim DeTro, Chairman

Attested:



Jill Gates, Fiscal Coordinator/ HR

Approved as to Form:

Charles D. Zimmerman, District Attorney

APPROVED by the Board of County Commissioners of Okanogan County, Washington, at an Open Public Meeting the 22 day of February, 2022.



Andy Hover, Chairman




Chris Branch, Member



Jim DeTro, Member



Attested:



FOR Lalena Johns, Clerk of the Board

Approved as to Form:

David Gecas, DPA