COUNTY TO COUNTY AGREEMENT FOR TEMPORARY HEALTH OFFICER COVERAGE

NAPA COUNTY

(DRAFT EXAMPLE, 3 PAGES)

NAPA COUNTY AGREEMENT NO. ____
SONOMA COUNTY AGREEMENT NO.____
FOR TEMPORARY
HEALTH OFFICER COVERAGE

THIS AGREEMENT is formed and entered into this _____day of _____, 20___ by and among the counties of Napa and Sonoma, both political subdivisions of the State of California, on the following terms and conditions:

WHEREAS, each County has appointed a County Health Officer ("Health Officer") pursuant to Government Code Section 24000(s); and

WHEREAS, said Health Officers are appointed to carry out duties prescribed, inter alia, in the Health and Safety Code section 120100 et seq. and other applicable statutes; and

WHEREAS, each Health Officer from time to time is temporarily absent from his/her county or otherwise unavailable to carry out his/her duties as required by law ("Unavailable"); and

WHEREAS, the counties desire to provide temporary Health Officer coverage for a County when a Health Officer is temporarily unavailable.

NOW, THEREFORE, it is agreed by and between the Counties as follows:

1. Through this Agreement the Health Officer of either of the Counties may be requested by the other County's Board of Supervisors, Health Officer, County Administrative Officer, or other authorized person ("Requesting County") to carry out the functions of the Requesting County's Health Officer when the Requesting County's Health Officer is unavailable ("Coverage"). The Health Officer of the County providing the Coverage is the "Covering Health Officer" and the County providing the Coverage is the "Providing County". The Covering Health Officer shall have all of the powers and duties of the Requesting County's Health Officer when providing Coverage for the Requesting County.

2. The consideration of any Providing County's Health Officer in providing Coverage for a Requesting County pursuant to this Agreement is the mutual covenants expressed herein. The Providing County shall not be entitled to reimbursement or payment of any costs of the Providing County's providing the Coverage. The Coverage provided by a Providing County's Health Officer in a Requesting County shall be part of the duties of the Providing County's Health Officer who shall receive no additional remuneration therefore.

3. The Providing County shall indemnify, defend and hold harmless the Requesting County from any claims or liability arising or alleged to have arisen from the acts or omissions of the Covering Health Officer within the course and scope of his/her providing Coverage in the Requesting County. The Requesting County shall

DRAFT

indemnify, defend, and hold harmless the Providing County and the Covering Health Officer from any claims or liability arising or alleged to have arisen from the acts and/or omissions of the Requesting County, its officers, employees, and agents.

4. A County or a County Health Officer who is requested by a Requesting County to Provide Coverage may refuse to provide Coverage without penalty or liability to said County and/or it's Health Officer. A Covering Health officer may cease providing Coverage to a Requesting county at any time without penalty or liability to himself/herself or the Providing County.

5. Should the Health Officer for Sonoma County be unable to act as Covering Health Officer to provide Coverage, the Deputy Health Officer of Sonoma County is hereby designated to provide Coverage.

6. This Agreement shall be in effect when executed by each party, and shall remain in effect until terminated by either party. The Agreement may be terminated by either party after 30 days written notice to the other party.

IN WITNESS WHEREOF, this Agreement was executed by the parties hereto as of the

DRAFT

date first above written.

COUNTY OF NAPA, a political subdivision of the State of California

By_____
BILL DODD, Chair of the Board of Supervisors

"NAPA COUNTY"

ATTEST: PAMELA A. MILLER
Clerk of the Napa County Board of Supervisors

By:_____

APPROVED AS TO FORM
Office of Napa County Counsel

By: Krishan Chopra (e-signature)

Date: _____

APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS

Date: _____

Processed by:

_____
Deputy Clerk of the Board

COUNTY OF SONOMA, a political subdivision of the State of California

By_____
, Chair of the Board of Supervisors

"SONOMA COUNTY"

ATTEST: _____
Clerk of the Sonoma County Board of Supervisors

By:_____

APPROVED AS TO FORM
Office of Sonoma County Counsel

By: _____

Date: _____

APPROVED BY THE SONOMA COUNTY BOARD OF SUPERVISORS

Date: _____

Processed by:

_____
Deputy Clerk of the Board

DRAFT

COUNTY TO COUNTY AGREEMENT FOR TEMPORARY HEALTH OFFICER COVERAGE

HUMBOLDT COUNTY

(EXAMPLE, 2 PAGES)

INTER-COUNTY AGREEMENT FOR TEMPORARY HEALTH OFFICER COVERAGE

This agreement is formed and entered into this _____day of _____, 20___ by and among the counties of Humboldt and Lake, all political subdivisions of the State of California on the following terms and conditions:

WHEREAS, each County has appointed a County Health Officer ("Health Officer") pursuant to Government Code Section 24000(s); and

WHEREAS, said Health Officers are appointed to carry out duties prescribed, inter alia, in the Health and Safety Code section 120100 et seq. and other applicable statutes; and

WHEREAS, each Health Officer from time to time is temporarily absent from his/her county or otherwise unavailable to carry out his/her duties as required by law (Unavailable"); and

WHEREAS, the counties desire to provide temporary Health Officer coverage for a County when a Health Officer is temporarily unavailable;

THEREFORE, it is agreed by and between the Counties as follows:

1. Through this Agreement the Health Officer of either of the Counties may be requested by the other County's Board of Supervisors, Health Officer, County Administrative Officer, or other authorized person ("Requesting County") to carry out the functions of the Requesting County's Health Officer when the Requesting County's Health Officer is unavailable ("Coverage"). The Health Officer of the County providing the Coverage is the "Covering Health Officer" and the County providing the Coverage is the "Providing County". The Covering Health Officer shall have all of the powers and duties of the Requesting County's Health Officer when providing Coverage for the Requesting County.

2. The consideration of any Providing County's Health Officer in providing Coverage for a Requesting County pursuant to this Agreement is the mutual covenants expressed herein. The Providing County shall not be entitled to reimbursement or payment of any costs of the Providing County's providing the Coverage. The Coverage provided by a Providing County's Health Officer in a Requesting County shall be part of the duties of the Providing County's Health Officer who shall receive no additional remuneration therefore.

3. The Providing County shall indemnify, defend and hold harmless the Requesting County from any claims or liability arising or alleged to have arisen from the acts or omissions of the Covering Health Officer within the course and scope of his/her providing Coverage in the Requesting County. The Requesting County shall indemnify, defend, and hold harmless the Providing County and the Covering

Health Officer from any claims or liability arising or alleged to have arisen from the acts and/or omissions of the Requesting County, its officers, employees, and agents.

4. A County or a County Health Officer who is requested by a Requesting County to Provide Coverage may refuse to provide Coverage without penalty or liability to said County and/or it's Health Officer. A Covering Health officer may cease providing Coverage to a Requesting county at any time without penalty or liability to himself/herself or the Providing County.

5. Lake County certifies that it is not a nuclear weapons manufacturer, in that the County is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. Lake County agrees to notify Humboldt County immediately if it becomes a nuclear weapons manufacturer, as defined above. Humboldt County may immediately terminate this Agreement if it determines that the forgoing certification is false or if Lake County becomes a nuclear weapons manufacturer.

6. This Agreement shall be in effect when executed by each party, and shall remain in effect until terminated by either party. It may be terminated by either party after 30 days written notice to the other party.

_____	_____
Chair, Board of Supervisors Lake County Dated:_____	Lake County Counsel Dated:_____

ATTEST:

Clerk of the Lake County
Board of Supervisors

_____	_____
Chair, Board of Supervisors Humboldt County Dated:_____	Humboldt County Counsel Dated:_____

ATTEST:

Clerk of the Board of Supervisors
Humboldt County