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CLARK COUNTY WASHINGTON

SR # 2014-1412

STAFF REPORT

DEPARTMENT: Clark County Public Health

DATE: February 25, 2014

SPECIFIC REQUEST: Clark County Board of County Commissioners' approval of interagency agreement HDC.624 between Washington State Patrol and Clark County Public Health that provides reimbursement to Clark County Public Health of allowable costs incurred for mobilization of Fire Agency personnel and equipment in an emergency event involving fire.

<input checked="" type="checkbox"/> 1 – Ensure public safety and increase community resilience	<input type="checkbox"/> 4 – Link public health, primary care, behavioral health, oral health, and community resources in alignment with health care reform
<input type="checkbox"/> 2 – Increase opportunities for healthy living	<input type="checkbox"/> 5 – Demonstrate excellence in local public health practice and management
<input type="checkbox"/> 3 – Increase opportunities for every child to have a healthy start	<input type="checkbox"/> 6 – Other

BACKGROUND

Consistent with Strategic Initiative #1, Clark County Public Health coordinates emergency preparedness activities in Region IV. According to the Washington State Fire Services Resource Mobilization Plan and in accordance with RCW 43.43.960, Clark County Public Health is eligible for reimbursement should the department be called upon to provide personnel or resources in an emergency event involving fire.

COMMUNITY INVOLVEMENT

None.

ACTION REQUESTED

- Clark County Board of County Commissioners' approval of interagency agreement HDC.624 with Washington State Patrol.

BUDGET AND POLICY IMPLICATIONS

None.

FISCAL IMPACT

Yes (see attached form)

No

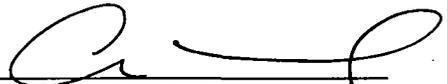
Handwritten signature/initials



** Prevent disease * Promote healthy choices * Protect food, water and air * Prepare for emergencies*

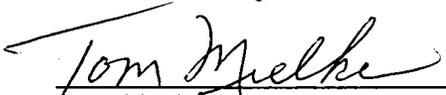
DISTRIBUTION

- Alan Melnick, Clark County Public Health
- Tricia Mortell, Clark County Public Health
- Robin Albrandt, Clark County Public Health
- Belinda Walker, Clark County Public Health
- Kathy Smith, Clark County Public Health



Alan Melnick, MD, MPH, CPH
Clark County Public Health Officer-Administrator

Approved: Mar. 11, 2014 SR 49-14
BOARD OF COUNTY COMMISSIONERS



Tom Mielke, Chair

David Madore, Commissioner

Steve Stuart, Commissioner

PH 14-11

INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
WASHINGTON STATE PATROL
AND
CLARK COUNTY PUBLIC HEALTH

This Interagency Agreement (Agreement), pursuant to RCW 43.43.960 through RCW 43.43.964 (State Fire Service Mobilization) and Chapter 39.34 RCW (Interlocal Cooperation Act), is made and entered into by and between the Washington State Patrol, hereinafter referred to as "WSP," and Clark County Public Health, an agency within a county government organized under the laws of the State of Washington, hereinafter referred to as "the County."

The purpose of this Agreement is to provide for the reimbursement of allowable Fire Agency costs incurred while its assets are mobilized in accordance with RCW 43.43.960 through RCW 43.43.964 and the Washington State Fire Services Resource Mobilization Plan (Mobilization Plan). The Mobilization Plan and any subsequent versions adopted pursuant to RCW 43.43.962 are incorporated herein by this reference.

Therefore, it is mutually agreed that:

1. **Mobilization Plan.** The Mobilization Plan provides a process to quickly notify, assemble and deploy fire service personnel and equipment to any local fire jurisdiction in Washington State that has expended all local and mutual aid resources in attempting to manage, mitigate and control an emergency incident or situation for the protection of life and property. If the County responds with its available assets to an incident mobilization, both parties shall comply with the procedures detailed in the Mobilization Plan.
2. **Period of Performance.** The period of performance of this Agreement begins on the January 1, 2014 and ends on December 31, 2018 unless terminated sooner as provided herein.
3. **Billing Procedures.** WSP shall reimburse the County upon the receipt of properly executed claim forms submitted by the County according to the Mobilization Plan. Claims for payment submitted by the County to WSP for costs due and payable under this Agreement shall be paid by WSP if received by WSP within 45 days from the end of each respective fire mobilization. The County is required to be registered as a Statewide Payee prior to submitting a request for payment under this Contract. The Washington State Department of Enterprise Services (DES) maintains the Statewide Payee Registration System; to obtain registration materials go to <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>.
4. **Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all federal and state nondiscrimination laws.
5. **Records Maintenance.** Both parties shall maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. Both parties shall retain all books, records, documents, and other material relevant to this Agreement for six (6)

years after expiration, and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

6. **Agreement Management.** The work described herein shall be performed under the coordination of Ms. Belinda Walker of the County, and Assistant State Fire Marshal Paul Perz of WSP, or their successors. They shall provide assistance and guidance to the other party necessary for the performance of this Agreement.
7. **Hold Harmless.** Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized subcontractor(s) while performing under this Agreement.
8. **Agreement Alterations and Amendments.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
9. **Termination.** Either party may terminate this Agreement upon thirty (30) calendar days' written notification to the other party. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance prior to the effective date of termination.
10. **Appeals of Denied Claims.** In the event that WSP denies payment of claim(s) submitted by the County under this Agreement, the County may appeal the denial according to the Mobilization Plan. The process contained in the Mobilization Plan is the sole administrative recourse available to the County for the appeal of denied claims.
11. **Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
 1. Applicable federal and state statutes and regulations;
 2. Terms and Conditions contained in this Agreement
 3. Any other provisions of the Agreement, whether incorporated by reference or otherwise.
12. **All Writings Contained Herein.** This Agreement contains all the terms and conditions agreed upon by the parties. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

For the Washington State Patrol:

For Clark County Public Health:

Signature

Tom Mielke
Signature

Printed Name and Title

BOARD OF COUNTY COMMISSIONERS
Tom Mielke, Chair

Printed name and Title

Date

Mar. 11, 2014
Date

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 2/5/2008

Approved as to Form Only

Jane Vetto
Jane Vetto, Deputy Prosecuting Atty