

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH) CCPH SR2015-1539

SUBMISSION DATE: June 15, 2015

REQUESTED ACTION: Board of County Councilors' approval of Interlocal Agreement HDC.701 with the Office of Superintendent of Public Instruction and authorization for the Public Health Director to sign amendments. This contract provides health and sanitation evaluation of food service management companies during summer school programs. Funding under this agreement shall not exceed \$4,914.

SR Number:
Assigned by the manager's office

YES	NO	ACTION
		County Manager review and approval
		Referral to BOCC
X		Hearing required
06/23/2015		Proposed hearing date if referred to BOCC

BACKGROUND

Schools, public agencies, and other non-profit organizations in Clark County provide summer food service programs and contract with food preparation facilities to serve lunches. These sites operate under the U.S. Department of Agriculture's Summer Food Service Program. The Office of the Superintendent of Public Instruction partners with Clark County Public Health to conduct food service inspections during the summer school programs to assure food safety.

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COUNCIL POLICY IMPLICATIONS

N/A

PREVIOUS REVIEWS AND ACTIONS

N/A

COMMUNITY OUTREACH

None



*ngw
.ok
y.m*

BUDGET IMPLICATIONS

YES	NO	
X		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

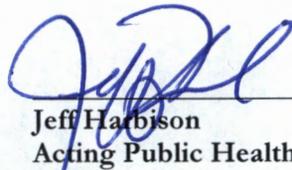
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DISTRIBUTION OF COUNTY MANAGER STAFF REPORTS:

- Alan Melnick, CCPH
- Roxanne Wolfe, CCPH
- Jeff Harbison, CCPH
- Joe Laxson, CCPH
- Kathy Smith, CCPH

SUBMITTED BY: _____



Jeff Harbison
Acting Public Health Director:

DATE _____

6/15/15

ATTACHMENTS

**APPROVAL
BOARD OF COUNTY COUNCILORS
CLARK COUNTY, WASHINGTON**

Approved: 
Clark County Washington,
Board of County Councilors

DATE: 6/23/15

SR# SR 128-15

The Board office will use this signature block to document the Board's action, if Board action is required. Otherwise, this block will be left blank.

COUNTY MANAGER ACTION\RECOMMENDATION

By: Mark McCauley
Date:
SR Number:

REQUESTED ACTION:

Board of County Councilors' approval of Interlocal Agreement HDC.701 with the Office of Superintendent of Public Instruction and authorization for the Public Health Director to sign amendments. This contract provides health and sanitation evaluation of food service management companies during summer school programs. Funding under this agreement shall not exceed \$4,914.

COUNTY MANAGER RECOMMENDATION:

Action	Conditions	Referral to council?
<i>Approval</i> denial	<i>Enter conditions or requests here</i>	<i>Yes</i> No

This block will be completed by the manager's office


Mark McCauley, County Manager

6/17/15
Date

DISTRIBUTION

- Alan Melnick, CCPH
 - Roxanne Wolfe, CCPH
 - Jeff Harbison, CCPH
 - Joe Laxson, CCPH
 - Kathy Smith, CCPH
-

BUDGET IMPACT ATTACHMENT

Part 1: Narrative

Explain what creates a budget impact (additional staff, reduced revenue, change in policy, etc).
Present assumptions for revenue and expenditure estimates.

Part 2: Budget Impact

Include full position costs, including salaries and benefits.

Expenditure: 1025/Other Controllables

Fund	Dept	Obj	Expense change Year 1	Expense change Year 2	Expense change Year 3	Expense change Year 4	Expense change Year 5	Expense change Year 6	One time or ongoing
1025	702	4xx	4,914						
Total			4,914						

Revenue: 1025 / Superintendent of Public Instruction grant funds

Fund	Dept	Obj	Revenue change Year 1	Revenue change Year 2	Revenue change Year 3	Revenue change Year 4	Revenue change Year 5	Revenue change Year 6	One time or ongoing
1025	000		4,914						
Total			4,914						

Part 3: FTE Profile Over Time

# FTE	Type*	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6

*operating, revenue, project, temporary

Estimated start date for employees:

Departments may insert an excel spreadsheet into the staff report.

**INTERLOCAL AGREEMENT
Agreement No. 20150358**

between

OFFICE OF SUPERINTENDENT OF PUBLIC INSTRUCTION
Old Capitol Building, P.O. Box 47200
Olympia, WA 98504-7200

and

CLARK COUNTY PUBLIC HEALTH
(hereinafter referred to as Health District)
P.O. Box 9825
Vancouver, WA 98666-8825

PH 15-39

Federal Identification #91-6001299
Unified Business Identifier #065-009-679

THIS AGREEMENT is made and entered into by and between the Clark County Public Health, hereinafter referred to as "Health District," and the Office of Superintendent of Public Instruction, hereinafter referred to as "OSPI."

PURPOSE OF THIS AGREEMENT

This Agreement is necessary for the successful implementation and operation of health and sanitation evaluations of food service management companies (vendors), sponsor food preparation facilities and feeding sites operating under the U.S. Department of Agriculture (USDA) Summer Food Service Program (SFSP) during the summer of 2015 as required by 7 CFR Part 225 as a condition to the allocation and expenditure of USDA SFSP funding.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

The Health District shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth below:

In accordance with the applicable local Health District rules and regulations, Health District agrees to perform periodic health and sanitation evaluations, as determined by the Health District in said Health District's jurisdiction. This shall include three (3) on-site preparation facilities, three (3) central kitchen facilities, and twelve (12) feeding sites that serve meals that have been prepared elsewhere.

Sponsors will contact the Health District if they intend to operate the program this year. OSPI will provide the Health District with a list of approved sponsors. The Health District shall contact the sponsor(s) for feeding site and preparation locations prior to inspection. OSPI will report to the Health District any health-related problems discovered on routine visits conducted by site monitors for Health District follow-up, if necessary. The Health District shall submit copies of the inspection(s) to both the sponsor and OSPI along with the invoice to OSPI by September 30, 2015.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on June 1, 2015, or date of execution, whichever is later, and be completed on August 31, 2015, unless terminated sooner as provided herein.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The parties have determined that the cost of accomplishing the work herein will not exceed a total of four thousand, nine hundred fourteen dollars (\$4,914). Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

Compensation for services shall be based on the following rates:

- Three (3) on-site preparation facilities at a rate of two hundred seventy-three dollars (\$273) per inspection/evaluation.
- Three (3) central kitchen facilities at a rate of two hundred seventy-three dollars (\$273) per inspection/evaluation.
- Twelve (12) feeding sites that serve meals that have been prepared elsewhere at a rate of two hundred seventy-three dollars (\$273) per inspection/evaluation.

Funds for the payment of this contract are provided by federal program Summer Food Service Program (SFSP), Catalog of Federal Domestic Assistance (CFDA) #10.559.

BILLING PROCEDURE

The Health District shall submit an invoice to the Superintendent's designee, Donna Parsons, no later than September 30, 2015, for those inspections/evaluations actually performed for the SFSP. Invoices received after September 30, 2015 WILL NOT BE PAID.

The invoice shall include the Agreement number and document to the Superintendent's designee's satisfaction a description of the work performed and payment requested. Within approximately thirty (30) working days of the Superintendent's designee receiving and approving the invoice, payment will be mailed or electronically transferred to the Health District by Agency Financial Services, OSPI.

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.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

If federal funds are the basis for this Agreement, the Health District certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Health District further certifies that they will ensure that potential subcontractors or subrecipients or any of their principals are not

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debarred, suspended, proposed for debarment, or voluntarily excluded from participation in “covered transactions” by any federal department or agency. “Covered transactions” include procurement contracts for goods or services awarded under a non-procurement transaction (e.g. grant or cooperative agreement) that are expected to equal or exceed twenty-five thousand dollars (\$25,000), and sub-awards to subrecipients for any amount. The Health District may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking the “List of Parties Excluded from Federal Procurement and Non-Procurement Programs” provided on-line by the General Services Administration.

CONTRACT MANAGEMENT

The following shall be the contact person for all communications and billings regarding the performance of this Agreement.

Clark County Public Health	OSPI
Joe Laxson Program Manager P.O. Box 9825 Vancouver, WA 98666-8825 Phone: (360) 397-8160 Fax: (360) 397-8084 Email: joe.laxson@clark.wa.gov	Jennifer Mitchell Supervisor, Summer Food & Special Projects Old Capitol Building, P.O. Box 47200 Olympia, WA 98504-7200 Phone: (360) 725-6056 Fax: (360) 664-9397 Email: jennifer.mitchell@k12.wa.us

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable state and federal statutes and rules.
- Statement of work.
- Any other provisions of the Agreement, including materials incorporated by reference.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

RECORDS MAINTENANCE

The parties to this Agreement shall each 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. All books, records, documents, and other material relevant to this Agreement will be retained 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.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RESPONSIBILITIES OF THE PARTIES

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act or omission of any person, agency, firm, or corporation not a party to this Agreement.

RIGHTS IN DATA

Copyright in all material created by Health District and paid for by OSPI as part of this Agreement shall be the property of the State of Washington. Both OSPI and Health District may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the State of Washington. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which Health District provides and uses to perform this Agreement but which is not created for or paid for by OSPI shall be owned by Health District or such other party as determined by Copyright Law and/or Health District's internal policies; however, for any such materials, Health District hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to OSPI to use the material for OSPI internal purposes.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION

Either party may terminate this Agreement upon thirty (30) days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

TERMINATION DUE TO FUNDING LIMITATIONS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, OSPI may, without advance notice and without liability for damages, terminate this Agreement by providing written notice to Health District. The termination shall be effective on the date specified in the termination notice.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

TERMINATION PROCEDURE

Upon termination of this Agreement, OSPI, in addition to other rights provided in this Agreement, may require Health District to deliver to OSPI any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

OSPI shall pay to Health District the agreed upon price, if separately stated, for completed work and services accepted by OSPI and the amount agreed upon by Health District and OSPI for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by OSPI, and (d) the protection and preservation of the property, unless the termination is for cause, in which case OSPI shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Agreement. OSPI may withhold from any amounts due to Health District such sum as OSPI determines to be necessary to protect OSPI against potential loss or liability.

The rights and remedies of OSPI provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Agreement.

After receipt of a notice of termination, and except as otherwise directed by OSPI, Health District shall:

- a. Stop work under this Agreement on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontractors for materials, services or facilities except as may be necessary for completion of such portion of the work under the Agreement that is not terminated;
- c. Assign to OSPI, in the manner, at the times, and to the extent directed by OSPI, all rights, title, and interest of Health District under the orders and subcontracts in which case OSPI has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of OSPI to the extent OSPI may require, which approval or ratification shall be final for all the purposes of this clause;

- e. Transfer title to OSPI and deliver, in the manner, at the times and to the extent as directed by OSPI, any property which, if the Agreement had been completed, would have been required to be furnished to OSPI;
- f. Complete performance of such part of the work not terminated by OSPI; and
- g. Take such action as may be necessary, or as OSPI may direct, for the protection and preservation of the property related to this Agreement which, in is in the possession of Health District and in which OSPI has or may acquire an interest.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

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.

Clark County Public Health
Clark County Washington

Superintendent of Public Instruction
State of Washington

 CHAIR
Signature Title
David Madore, Chair
Board of County Councilors

Sheryl Turner, Contracts Administrator

Print Name Date 6/23/15

Date

Who certifies that he/she is the Contractor identified herein, OR a person duly qualified and authorized to bind the Contractor so identified to the foregoing Agreement.

Approved as to FORM ONLY
by the Assistant Attorney General


Jane Vetto
Deputy Prosecuting Attorney