

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Health

CCPH SR2018-654

DATE: January 22, 2019

REQUESTED ACTION:

Clark County Councilors approval of Contract HDC.1140 between the Washington State Parks and CCPH, and authorize County Manager to execute Interlocal Agreement and any resulting amendments.

Consent Hearing County Manager

BACKGROUND

Clark County Code 24.17, requires septic pumpers that do business in Clark County be licensed and certified by Clark County Public Health (CCPH). An Interlocal Agreement will permit Washington State Parks to perform tank pumping and maintenance only at Washington State Parks properties within the County, and sets technical standards for State Parks staff performing the work that is equivalent to County-certified professional requirements. State Parks staff will not need to obtain certification from CCPH.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

N/A

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.

BUDGET DETAILS

None

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>

DocuSigned by:
Joelle Loescher
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Joelle Loescher
Management Analyst, Public Health

DocuSigned by:
Alan Melnick
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Alan Melnick, MD, MPH, CPH
Director of Public Health/Health Officer

Primary Staff Contact: Joelle Loescher Ext: 8126

APPROVED: *[Signature]*
 CLARK COUNTY, WASHINGTON
 BOARD OF COUNTY COUNCILORS

DATE: Jan. 22, 2019

SR# 08-19



APPROVED: _____
 Shawn Hennessee, County Manager

DATE: _____

INTERLOCAL AGREEMENT
Between
CLARK COUNTY PUBLIC HEALTH
And
WASHINGTON STATE DEPARTMENT OF PARKS AND RECREATION
HDC.1140

This Agreement is authorized pursuant to Chapter 39.34 RCW and entered into, upon signature, by and between Clark County, by and through its Public Health Department, hereinafter referred to as the "COUNTY," and Washington State Department of Parks and Recreation, hereinafter referred to as "AGENCY," who hereby agree to the terms and conditions of this Agreement by signing below:

IT IS THE PURPOSE OF THIS AGREEMENT to establish terms that will enable the AGENCY to service restroom sewage holding tanks on Agency-owned facilities that are located in Clark County;

WHEREAS, COUNTY has established code, 24.17, that requires sewage and septic pumpers that do business in the County be licensed and certified by the County's On-Site Sewage System (OSS) Operation and Maintenance Program; AND

WHEREAS COUNTY has authority to regulate siting, design, installation and operation and maintenance of on-site sewage systems in Clark County that generate design flows up to three thousand five hundred (3,500) gallons per day; AND

WHEREAS AGENCY has requested to pump and service all septic holding tanks located on their properties within Clark County without attaining and maintaining certification as a Clark County OSS pumper; AND NOW, THEREFORE,

THE COUNTY AND AGENCY mutually agrees to the following:

1. PERIOD OF PERFORMANCE

Subject to its other provisions, the term of this agreement shall be for the period of November 1, 2018 through October 31, 2023. The agreement may be extended for 1 (one) additional 12 (twelve) month period upon the mutual written consent of both parties.

2. EQUIPMENT

There are no requirements for purchase, supply or sharing of equipment under this agreement.

3. REPORTING

AGENCY shall follow all Washington State law and code that regulate the handling and transport of sewage, which include keeping records of amounts pumped and disposed. AGENCY does not need to make reports to County of their activities under this agreement.

4. RESPONSIBILITIES

- a.) County agrees to following roles and responsibilities:
- i. Coordinate and communicate with Agency if we receive any questions or complaints about Agency sewage facilities on Agency owned properties.
- b.) Agency agrees to the following:
- i. Provides that the state employees performing work are trained and qualified to pump septage from State Parks.
 - ii. The pumping truck is WDOT certified and licensed.
 - iii. Maintains an agreement with City of Vancouver to dispose of septage at their wastewater treatment plant.
 - iv. The septage truck only services WA State Parks and no other public or private sites within Clark County.

5. INDEMNIFICATION

AGENCY does release, indemnify and promise to defend and save harmless County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by County, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement.

6. TERMINATION

This Agreement may be terminated, for any reason, with or without cause, by either party upon ninety (90) days prior written notice to the other party.

7. CONSENT AND UNDERSTANDING

This Agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

8. GOVERNING LAW

This Agreement is governed by the laws of the State of Washington. Venue for any litigation shall occur in Clark County Superior Court.

9. PUBLIC RECORDS ACT

Notwithstanding the provisions of this Agreement, to the extent any record, including any electronic, audio, paper or other media, is required for retention or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, parties agree to maintain all records constituting public records and to produce or assist County in producing such records, within the time frames and parameters set forth in Washington law.

IN WITNESS WHEREOF, the parties have executed this Agreement.

FOR CLARK COUNTY:

AGENCY:

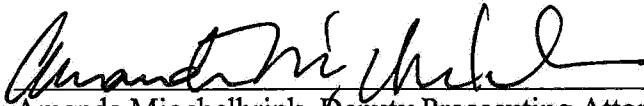


Shawn Hennessee, County Manager



John Ellison, WA State Parks

APPROVED AS TO FORM ONLY
ANTHONY F GOLIK
PROSECUTING ATTORNEY



Amanda Migchelbrink, Deputy Prosecuting Attorney