

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH)

CCPH SR2016-194

DATE: *January 10, 2017*

REQUESTED ACTION:

Board of County Councilors' approval of Interlocal agreement HDC.876 between the Clark County Mosquito Control District (CCMCD) and CCPH and authorization for the Public Health Director to sign amendments. This agreement provides support services and staffing to CCMCD. Remuneration under this grant is \$10,000.

XXX Consent _____ Hearing _____ County Manager

BACKGROUND

Consistent with Strategic Initiative 1, Public Health provides and supports public safety support to our community around vector control. CCPH is presently providing clerical and other support services such as payroll and web site support for the CCMCD in accordance with RCW 17.28.

In accordance with RCW 17.28, CCMCD conducts surveillance and abatement activities through the active mosquito season. The priority is to attack mosquitoes at their source, by treating mosquito larvae as they hatch. The crew implements an Integrated Pest Management (IPM) program and uses a variety of equipment to control mosquitoes. Treatment methods in Clark County include larvicide applied by helicopters, broadcast from trucks, all-terrain vehicles, amphibious vehicles, and on foot from backpack applicators. Larvicide briquettes are placed into storm drains and catch basins.

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.

*my
ok*

BUDGET DETAILS

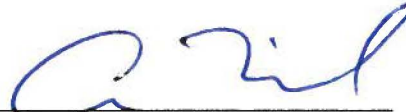
Local Fund Dollar Amount	
Grant Fund Dollar Amount	
Account	1025, Public Health Fund
Company Name	Clark County Mosquito Control District

DISTRIBUTION:

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



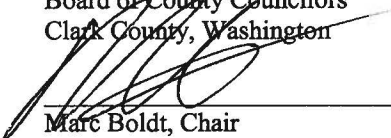
Heidi Steen, MBA
Financial Analyst/Public Health



Alan Melnick, MD, MPH, CPH
Public Health Director/Health Officer

BOARD OF COUNTY COUNCILORS
OF CLARK COUNTY, WASHINGTON

Board of County Councilors
Clark County, Washington



Marc Boldt, Chair

January 10, 2017
Date



SR 006-17

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
1025 Public Health Dept.				10,000		
Total				10,000		

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
1025 Public Health Dept.					10,000		
Total					10,000		

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables				10,000		
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total				10,000		

PH 17-01

INTERLOCAL AGREEMENT
Between
CLARK COUNTY MOSQUITO CONTROL DISTRICT
And
CLARK COUNTY
HDC.876

This agreement entered into this 1st day of January 2017 between the Clark County Mosquito Control District, hereinafter referred to as DISTRICT, and CLARK COUNTY, a municipal corporation of the State of Washington, hereinafter referred to as COUNTY.

WHEREAS, COUNTY agrees to provide certain services and support for DISTRICT; AND

WHEREAS, DISTRICT provides mosquito control in Clark County in accordance with RCW 17.28; AND

WHEREAS, COUNTY and DISTRICT desire to establish the roles and responsibilities of our relationship; NOW THEREFORE

THE DISTRICT AND THE COUNTY MUTUALLY AGREE AS FOLLOWS:

1. RESPONSIBILITIES OF THE COUNTY:

1.1 Provide the following staffing services at the request of the DISTRICT:

- a) Process accounts payable.
- b) Provide Board support: publish notices for Board meetings; prepare Board packets prior to scheduled meetings; take minutes at monthly meetings, prepare annual report.
- c) Assist in budget preparation with Board and Office of Assessor.
- d) Keep insurance policy current and maintain back up documentation of equipment, assets, and staff.
- e) Assign staff to remove service requests from the mosquito service request line message box and track data as needed.

1.2 Designate Public Health staff to serve two-year term as non-voting liaison to ensure ongoing communication and coordination between COUNTY and DISTRICT.

1.3 Host DISTRICT web site and mosquito services request line using public health infrastructure.

1.4 Provide financial services as needed.

2. RESPONSIBILITIES OF THE DISTRICT:

2.1 Appoint the Mosquito Control District Operations Manager to act as Auditing Officer to approve all purchases and to sign invoices on a bi-weekly basis or more often if needed.

2.2 Utilize COUNTY support functions as described above in order to ensure uninterrupted fiscal and procedural operations.

2.3 Work with COUNTY to coordinate response planning to West Nile Virus or other mosquito borne diseases.

3. COMPENSATION:

3.1 DISTRICT agrees to reimburse the COUNTY for direct costs of clerical support as outlined in Provision 1.1 of this agreement.

3.2 DISTRICT agrees to reimburse COUNTY \$10,000 annually for Public Health Administrative fees as outlined in Provision 1, 2, 3, and 4 of this agreement.

4. TERMS AND CONDITIONS:

All rights and obligations of the parties to Agreement shall be subject to and governed by the terms and conditions contained in the text of this agreement.

5. PERIOD OF PERFORMANCE:

The period of performance of this Agreement shall commence when the Agreement is executed by the parties and filed with the County Auditor and it shall continue to December 31, 2017 unless terminated sooner or extended as provided herein.

This agreement may be extended upon the mutual written consent of both parties for up to two (2) twelve (12) month periods.

6. RECORD KEEPING:

COUNTY and DISTRICT shall maintain detailed records covering all services authorized under this Agreement.

7. BILLING PROCEDURE:

COUNTY shall facilitate a fund transfer once per year. This shall appear on the applicable Monthly Income Statement.

8. PAYMENT PROCEDURE:

DISTRICT shall reimburse COUNTY annually for Administrative Fees and Direct Charges via the fund transfer process.

9. DISPOSITION OF PROPERTY:

Disposition of any real and personal property at the termination of the Agreement shall take place as follows: (1) the party that purchased the property shall retain ownership: (2) any property not retained by either party shall qualify as surplus for disposition by COUNTY according to its procedures.

10. AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS:

COUNTY and DISTRICT may from time to time, request changes to the Agreement. Any such changes shall be mutually agreed upon by both parties this Agreement and shall be incorporated herein by written amendment to this Agreement. It is mutually agreed and understood that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that any oral understanding or agreements not incorporated herein, unless made in writing and signed by the parties hereto, shall not be binding.

11. ASSIGNMENT:

The work 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.

12. MANAGEMENT OF AGREEMENT:

The representative for each of the parties shall be responsible for and shall act as the contract person for all communication and billings regarding the performance of this Agreement.

COUNTY representative is:	DISTRICT representative
Name: Jeff Harbison Address: PO Box 9825 Vancouver, WA 98666-8825 Phone: 360-397-8475 E-Mail: Jeff.Harbison@clark.wa.gov	Name: Rebecca Baxter Address: PO BOX 9825 Vancouver, WA 98666-8825 Phone: 360-397-8493 E-mail: Rebecca.baxter@clark.wa.gov

13. DISPUTE RESOLUTIONS:

In the event that a dispute arises under this Agreement, the parties shall strive to resolve it through negotiation 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, the terms of the Agreement, the applicable statutes and rules and make a determination for resolution of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto.

14. GOVERNING LAW:

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

15. INTERPRETATION

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:

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

16. INDEPENDENT CAPACITY

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

17. 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 remains 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 severable.

18. TERMINATION

18.1 If through any cause, COUNTY or DISTRICT shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if DISTRICT or COUNTY shall violate any of its covenants, agreements or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement and withhold the remaining allocation if such default or violation is not corrected within twenty (20) days after submitting written notice to COUNTY or DISTRICT describing such default or violation.

18.2 Notwithstanding any provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination to the other, specifying the effective date thereof, at least thirty (30) days prior to such date.

19. NO THIRD PARTY RIGHTS

This Agreement is entered into solely for the benefit of COUNTY and DISTRICT. It shall confer no rights or benefits, direct or indirect, on any third parties. No person or entity other than COUNTY or DISTRICT may rely upon or enforce any provision of this Agreement. The decisions to assert or waive any provision of this Agreement is solely that of COUNTY or DISTRICT.

20. 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 as such in a writing signed by an authorized representative of the party and attached to the original Agreement.

21. INTEGRATION

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 the parties hereto.

22. SURVIVAL

Any provision of this Agreement that poses an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be binding on the parties to this agreement.

23. FILING WITH AUDITOR

This Agreement shall be filed with the County Auditor pursuant to RCW 39.34.040 on execution by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

BOARD OF MOSQUITO CONTROL
DISTRICT OF CLARK COUNTY,
WASHINGTON



President

Date 12-14-16

Mosquito Control District
PO Box 9825
Vancouver, WA 98666-8825

BOARD OF COUNTY COUNCILORS
CLARK COUNTY, WASHINGTON




Marc Boldt, Chair

Date January 10, 2017

Clark County Public Health
PO Box 9825
Vancouver, WA 98666-8825



APPROVED AS TO FORM ONLY
ANTHONY F GOLIK
PROSECUTING ATTORNEY



Jang Vetto
Deputy Prosecuting Attorney