

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Resource Enhancement & Permitting

DATE: November 22, 2016

REQUESTED ACTION: Authorize the County Manager to sign the Student Affiliation Agreement with Washington State University.

Consent
 Hearing
 County Manager

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems in Clark County
- Create and maintain a vibrant system of parks, trails and green spaces
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a healthy, desirable quality of life
- Increase partnerships and foster an engaged, informed community
- Cultivate a nimble, responsive work force
- Make Public Works a great place to work

BACKGROUND

In October 2013, Clark County entered into agreement with Washington State University's College of Arts and Science at the Vancouver campus to provide opportunities for students pursuing internship requirements. Clark County provided internships for ten individuals in programs including Clean Water, Vegetation Management, Solid Waste, and Environmental Permitting over the past three years. At least two of these individuals were later hired as county employees and several others have continued on as temporary employees. The agreement with Washington State University expires on December 31, 2016. The attached agreement will renew this partnership with the university for another five year period.

COUNCIL POLICY IMPLICATIONS

This action does not propose a new policy, change in policy or refinement in policy. The action does confirm an existing policy. The county and Public Works in particular, has traditionally partnered with local universities to provide suitable internship experiences for students and to help build the work force of tomorrow.

ADMINISTRATIVE POLICY IMPLICATIONS

See Council Policy Implications above. This action does not propose a new policy, change in policy, or a refinement of an existing policy. The action does confirm an existing policy.

COMMUNITY OUTREACH

None

BUDGET IMPLICATIONS

YES	NO	
x		Action falls within existing budget capacity.
	x	Action falls within existing budget capacity but requires a change of purpose within existing appropriation

*myr
OK*

PW 14-132

x	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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BUDGET DETAILS

Local Fund Dollar Amount	Interns have traditionally been paid \$10/hr.
Grant Fund Dollar Amount	
Account	General Fund, Road Fund, Clean Water Fund
Company Name	


DISTRIBUTION:

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

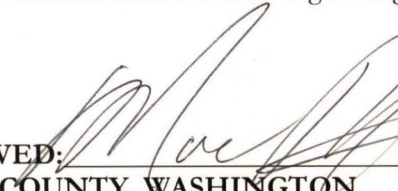
Attachments: Agreement and Addendum



 Kevin Tyler
 Resource Enhancement & Permitting Manager



 Heath H. Henderson, PE
 Public Works Director/County Engineer



APPROVED:
 CLARK COUNTY, WASHINGTON
 BOARD OF COUNTY COUNCILORS

DATE: Nov 22, 2016

SR# SR 23316



APPROVED: _____
 Mark McCauley, County Manager

DATE: _____

Washington State University Student Affiliation Agreement

This Agreement is made and entered into by and between "Clark County" hereinafter called the "Training Site", and WASHINGTON STATE UNIVERSITY, through its College of Arts and Sciences, hereinafter called "WSU".

RECITALS:

WSU's curriculum for preparing students enrolled in its College of Arts and Sciences, (College) includes a requirement for the students to acquire experience in a professional setting prior to earning a degree from WSU in the student's major

Training Site has suitable experiences, supervisors, and facilities available for the educational experience of such students, and is desirous of participating in WSU's student intern program.

It is mutually beneficial to WSU and Training Site to have WSU's students participate as interns at Training Site facilities.

THE PURPOSE OF THIS AGREEMENT is to provide the cooperative arrangements for student intern educational experiences for students enrolled in the College, Washington State University. This Agreement sets forth the duties and responsibilities of the Training Site and WSU with respect to these experiences. As consideration for the mutual covenants and agreements contained in this document, WSU and Training Site agree as follows:

I. GENERAL PROVISIONS

A. Following execution of this Agreement, and within the scope of its provisions, WSU and Training Site may develop letter agreements to formalize operational details of the student intern program at Training Site. These details include, but are not limited to, the following:

- Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the student intern experience.)
- Number of students eligible to participate;
- Specific locations for the student intern experiences;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for the WSU faculty representative, and the Training Site's supervisor to whom the student will be assigned.
- Deadlines and format for student progress reports and evaluation forms.

Any such letter agreements will be considered to be attachments to this Agreement, will be binding on the Parties when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

- B. WSU and Training Site will jointly plan the student teaching/intern experience for each student, and shall jointly evaluate the students. Exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.
- C. WSU and Training Site will instruct their respective faculty and staff, and the students participating in the student intern program to maintain confidentiality of information as required by law and by policies and procedures of WSU and Training Site.
- D. There will be no payment of charges or fees between WSU and Training Site.
- E. WSU and Training Site will comply with all rules and regulations and all other laws applicable to this Agreement.
- F. Students interns while engaged in the educational program provided pursuant to this Agreement shall retain the status of students working towards the fulfillment of their degree requirements. Students are not employees or agents of WSU.
- G. Training Site personnel participating in the educational program provided pursuant to this Agreement are, and shall remain employees of the Training Site for all purposes, and shall not be deemed or considered to be employees or agents of WSU.

H. LIABILITY COVERAGE PROVISIONS

1. Each Party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither Party will be considered the agent of the other and neither Party assumes any responsibility to the other Party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
2. WSU and its officers, employees, and agents, while acting in good faith within the scope of their official WSU duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against WSU and its employees, officers, and agents in the performance of their official WSU duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.
3. Training Site maintains liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against the Training Site or such individuals.
4. Training Site will accept placement of only those students who are insured against liability for actions or inactions occurring in the internship setting. Students participating in an internship program will be covered either by an experiential student policy offered through Washington State University or acquired by the student through another source. The limits on the liability policy shall be, at minimum, \$1,000,000 per occurrence. Certificates of such coverage purchased by the student will be provided to Training Site upon request. Should proof of

insurance not meet with Training Site's approval and satisfaction, Training Site can refuse to accept any student for placement.

I. HIPAA

University shall direct its students to comply with the policies and procedures of the Training Site, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students' role in relation to the use and disclosure of Training Site's protected health information, as that term is defined in 45 CFR parts 160 and 164, the students are defined as members of the Training Site's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees or volunteers of the Training Site, nor are the students agents of the Training Site by virtue of this provision.

II. The Training Site agrees:

- A. To assign student interns to appropriate Training Site staff capable of providing appropriate experiences and supervision of the student interns.
- B. To insure that the staff to whom the student interns are assigned are providing appropriate experiences and supervision.
- C. To meet as needed with WSU personnel to plan, evaluate, and modify the student intern program and field experiences, and to assist/cooperate in the collection of data/research that will assist WSU to evaluate its programs and potential success of its students.
- E. To treat student interns as professionals, provide clear expectations that they follow all rules and regulations established by the Training Site, and train them to be aware of and follow such rules and regulations.
- F. The Training Site may remove a student intern from placement for violating Training Site rules and regulations or for such actions the Training Site views as detrimental to its operations. The Training Site will consult with the College before final action is taken.

III. WSU agrees:

- A. Not to offer students for placement in field experiences in the Training Site with unsupervised access to children, vulnerable adults, or the disabled until a background check by the Washington State Patrol and Federal Bureau of Investigation is complete and the intern is cleared for such placement, as provided in RCW 43.43.830.
- B. To provide participating Training Site with WSU's evaluation materials.
- C. To provide a liaison to work with the Training Site on all matters connected with this Agreement.

- D. To be responsible, in cooperation with the Training Site staff to which the intern is assigned, for the final evaluation of the intern's completion of his/her internship.
- E. To meet as needed with Training Site personnel to plan, evaluate, and modify the student intern program and field experiences.

IV. It is mutually agreed that:

- A. The central administration of the Training Site and WSU's Faculty Coordinator will be jointly responsible for assigning student interns, and working out the student's program of experience in cooperation with the Training Site staff, provided, however that the Training Site reserves the right to terminate any student intern when it is in the best interests of the Training Site to do so but will consult with WSU's supervisor before doing so.
- B. In assigning student interns, it is recognized that, in many instances, it may be desirable for the student to work with more than one Training Site staff member, and in more than one field.
- C. The term of this agreement shall be for 5 years. This agreement may be renewed for additional periods if approved by both parties in writing. Notwithstanding the term stated, this agreement may be renewed, amended, or terminated at the end of each school semester, provided it may not be amended or terminated as to student interns who have not completed their internship under this Agreement.
- D. The Parties are mutually responsible for compliance with all applicable state and federal laws.
- E. Trainees are not and shall not be considered to be employees of the Training Site unless otherwise agreed in writing between the Training Site and the Trainee.

V. Other Terms

- A. This Agreement and any letter agreement to be attached hereto constitute the entire agreement between the Parties and supersedes any and all prior oral or written agreements, commitments, or understandings concerning the matters provided for in this Agreement. 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.
- B. The Parties may modify this Agreement only by a subsequent written Agreement executed by the Parties. Any modification shall be effective only if written, signed and dated by the authorized representatives of each Party and attached to this Agreement.
- C. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:
 - a. This Agreement;
 - b. Attachments to this Agreement in reverse chronological order.

- D. This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington. The Parties' rights or obligations under this Agreement shall be construed in accordance with those laws. The provisions of this agreement shall be construed to conform to those laws.
- E. All notices, requests, or other communications required to be given or sent by WSU or Training Site, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

For WSU:

College: Arts and Sciences
Contact: Nicole H. Hess or Lindy S. Volk
Title: Internship Coordinator
Address: 14204 NE Salmon Creek Ave.
Phone: (360) 546-9620
Fax: (360) 546-9064

For Training Site:

Name: Clark County Public Works
Contact: Sabra Hall-Nelson
Title: Office Assistant
Address: P.O. Box 9810
Phone : 360-397-6118 x5654
Fax : 360-397-6053

Each party may designate a change of address by notice in writing. All notices, requests or communications that are not hand delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

- E. If any provision of this Agreement or any provision of any document incorporated by reference, or any other agreement document or writing pursuant to or in connection with this Agreement, shall be held wholly or partially invalid or unenforceable under applicable law, 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.
- F. Each party certifies that it will not discriminate in the performance of this Agreement on the basis of race, color, national origin, gender, sexual orientation (to include gender identity), religion, veteran or military status, or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; and (d) Washington state civil rights and nondiscrimination laws. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities and employment practices.

- G. 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 this Agreement.
- H. Training Site will permit, on reasonable notice and request, the inspection of Training Site facilities by agencies charged with responsibility for accreditation of WSU.

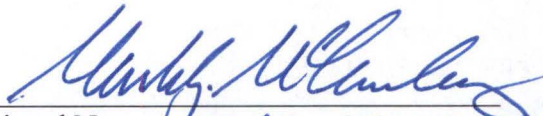
VI. Authorized Signatures

The Parties executing this Agreement below hereby certify they have the authority to sign this Agreement on behalf of their respective Parties and that the Parties agree to the terms and conditions of this Agreement as shown by the signatures below.

FOR TRAINING SITE

FOR WASHINGTON STATE UNIVERSITY

Recommended by:



Printed Name: MARK MCCAULEY
Title: COUNTY MANAGER
Date: 11/22/16

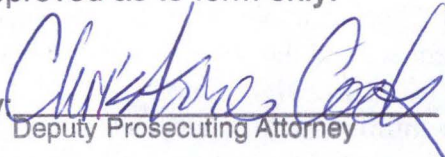
Printed Name: Amy S. Wharton
Title: Director, College of Arts and Sciences
Date:

Approved by:

Printed Name:
Title:
Date:

Printed Name: Lynn V. Valenter
Title: Vice Chancellor, Finance and Operations
Date:

Approved as to form only:

By: 
Deputy Prosecuting Attorney

Addendum 1: Amendments to Washington State University Student Affiliation Agreement

The purpose of this addendum is to modify the standard Washington State University Student Affiliation Agreement dated _____ between Clark County and Washington State University (Affiliation Agreement). Upon approval in writing by both parties, all amendments to the Affiliation Agreement shall supersede any conflicting provisions from the Affiliation Agreement. WSU and the Training Site mutually agree as follows:

1. Section 3 of H, Liability Coverage Provisions, is hereby amended to read as follows:

H. Liability Coverage Provisions

3. Training Site maintains liability coverage and provides the means for defense and payment of claims that may arise against the Training Center and for its employees, officers, and agents who are acting in good faith and within the scopes of their duties, in the performance of this Affiliation Agreement.

V. Other Terms

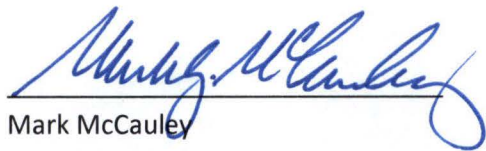
C. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

a. Modifications to this Agreement adopted pursuant to section V. B. above;

b. This Agreement

c. Attachments to this Agreement other than modifications pursuant to section V. B. above in reverse chronological order.

FOR CLARK COUNTY

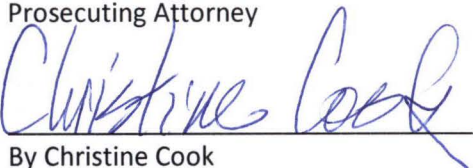


Mark McCauley
County Manager

Date:

Approved as to form only:

ANTHONY F. GOLIK,
Prosecuting Attorney



By Christine Cook
Senior Deputy Prosecuting Attorney

FOR WASHINGTON STATE UNIVERSITY

Recommended by:

Amy S. Wharton
Director, College of Arts and Sciences

Date:

Approved by:

Lynn V. Valenter
Vice Chancellor, Finance and Operations

Date: