JOINT PLAN OF RESPONSIBILITY Agreement
Between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
And
PACIFIC COUNTY
FOR REGULATION OF WATER RECREATION FACILITIES IN PACIFIC COUNTY

THIS AGREEMENT is made and entered into by and between the DEPARTMENT OF HEALTH, hereinafter referred to as DOH, and PACIFIC COUNTY, hereinafter referred to as PC.

THE PURPOSE OF THIS AGREEMENT is to provide for a joint plan of responsibility (JPR) which delineates the responsibilities of DOH and PC with respect to the regulation of water recreation facilities (WRF) in PACIFIC COUNTY pursuant to Chapters 70.90 RCW and Chapters 246-260 and 246-262 WAC. This Agreement supersedes and replaces all prior Joint Plan of Responsibility Agreements between DOH and PC regarding water recreation facilities.

THEREFORE, IT IS MUTUALLY AGREED THAT:

GENERAL
Enforcement of Chapter 70.90 RCW and administrative rules, Chapters 246-260 and 246-262 WAC, authorized by Chapter 70.90 RCW, shall be achieved by a joint plan of responsibility between DOH and any local health jurisdiction. DOH and PC agree that they will administer the provisions of these chapters within PACIFIC COUNTY according to the provisions of this joint plan of responsibility.

COMMUNICATIONS
DOH and PC agree to maintain an open dialogue between agencies in order to keep each other informed of significant policies being developed and actions being taken. The parties shall evaluate, at least annually, the implementation of this joint plan of responsibility and amend by mutual agreement as needed. The parties shall work together to ensure that there is an effective communications strategy when dealing with water recreation emergencies, security incidents and health risk situations related to water recreation facilities in PACIFIC COUNTY.

STATEMENT OF RESPONSIBILITIES
PC and DOH agree to carry out this joint plan of responsibility as set forth in Exhibit A, Statement of Responsibilities; attached hereto and incorporated herein. Subject to any qualification or clarification provided in the text of this agreement, primary responsibility for carrying out program functions shall be allocated between the parties as indicated in Exhibit A. The party with primary responsibility for a function shall perform that function on a day-to-day basis. The other party may provide advice or assistance as resources allow. Nothing herein shall preclude either party from taking primary responsibility, consistent with their statutory authority, for a function described in Exhibit A by mutual agreement or where an emergency exists.

PERIOD OF PERFORMANCE
Subject to its other provisions, the period of performance of this Agreement shall be from the date last executed and shall terminate on July 9, 2023, unless terminated sooner as provided herein.

COSTS
Unless otherwise specified within the Agreement, any and all expenses incurred by the parties to this Agreement are the sole responsibility of the incurring party.

ASSIGNMENT
The work to be provided under this Agreement, and any claim arising there under, is not assignable or delegable by either party in whole or in part.

AGREEMENT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement. Either party may change its contact person by giving written notice to the other party.

The WRF Program Manager for DOH is:	The WRF Program Manager / Contact for PC is:
Gary Fraser, R.S.	Faith Taylor-Eldred
Water Recreation Program Manager	*Director*
Office of Environmental Health, Safety & Toxicology	*PACIFIC COUNTY DEPARTMENT OF COMMUNITY DEVELOPMENT*
P.O. Box 47825	*1216 W ROBERT BUSH DR*
Olympia, WA 98504-7825	*SOUTH BEND, WA 98586*
Phone: (360) 236-3073	*Phone: (360) 875-9356*
E-Mail: Gary.Fraser@doh.wa.gov	*E-Mail: ftaylor@co.pacific.wa.us*

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.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be resolved at the lowest possible management level. If resolution is not achieved through discussion by the parties, it shall be determined in the following manner: The Office Director of the Office of Environmental Health, Safety and Toxicology at DOH shall meet with the Environmental Health Director at PC to try and resolve the dispute. Failing a resolution at the management level, 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 and local 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:

a. applicable state and federal laws and regulations;
b. applicable local laws;
c. Exhibit A, Statement of Responsibilities; and
d. 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.

PRIVACY/SAFEGUARDING OF INFORMATION

"Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers. "Personal Information" includes information protected from disclosure under Chapters 42.17, 70.02, 70.24, and 71.05 RCW, but does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

Neither PC nor DOH shall use or disclose Personal Information in any manner that would constitute a violation of federal or Washington State law. The parties agree to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.

PC and DOH shall protect Personal Information collected, used, or acquired in connection with this Agreement, against unauthorized use, disclosure, modification or loss and shall use it solely for the purposes of accomplishing the services set forth in this Agreement. Both parties agree to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form.

RECORDS MAINTENANCE

The parties to this joint plan of responsibility shall each maintain documents and other records which sufficiently and properly reflect the performance of their respective duties described herein. All documents and other material related to permitting and regulatory activities regarding specific water recreation facilities shall be retained in accordance with each party's record retention plan or for a period of six years following the document date.

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 during this period. These records are subject to disclosure according to the state's public disclosure statutes and rules.

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. 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.

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 30 days prior written notification to the other party.

TERMINATION FOR CAUSE

If 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 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

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, its attachments and all incorporations, 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.

EXHIBIT A
STATEMENT OF RESPONSIBILITIES

PACIFIC COUNTY shall:

1. Have primarily responsibility for all program elements relating to operating permits for water recreation facilities as defined in chapters 246-260 WAC and 246-262 WAC. DOH is available to assist PC with activities that normally fall within the scope of their primary responsibilities, upon request. Activities under this provision include but are not limited to:
   - Issuing permits for operating a water recreation facility
   - Enforcing state rules
   - Issuing variances to chapter 246-260 WAC
2. Inspect and evaluate permitted water recreation facilities and investigate complaints.
3. Respond to serious injury, death and illnesses associated with water recreation facilities; evaluate facilities for compliance with state rules at the time of the event, as appropriate. Provide copies of all injury reports submitted by WRF operators to DOH. For drowning, near drowning, severe injury, or illness outbreak, alert DOH within 72 hours of the event. Forms for reporting injury and illness and for evaluating facilities are available from DOH.
4. Follow the procedures outlined in WAC 246-260-201 for handling and processing requests for variances relating to water recreation facility operating permits.
5. Refer applicants requesting a variance or an equipment substitution for a recreational water contact facility (regulated by Chapter 246-262 WAC) to DOH for processing
6. Conduct pre-opening inspections of water recreation facilities based on construction plans approved by DOH.
7. Participate, as local resources are available, in DOH sponsored meetings, workshops and training sessions that provide technical, and program development training.
8. By February 1st, provide DOH with an annual summary for the previous calendar year of the following:
   a. The number of general use versus limited use permits issued
   b. The number of facilities, including the number of pool types (swimming, spa. wading. spray, water park feature)
   c. The total number of inspections
   d. A list of closures (voluntary or formal) including the related violation(s)
   e. A list of the variances to Chapter 246-260 WAC granted or denied, including:
      - Facility name and address
      - WAC # (specific section and sub-section) and requirement being waived
      - Mitigation measure(s) accepted in lieu of the WAC requirement
      - Action taken: granted or denied

Department of Health shall:

1. Be responsible for all program elements relating to construction permits, including but not limited to: plan review, enforcement and issuance of variances related to construction permits.
2. Assist PC with activities that normally fall within the scope of their primary responsibilities, upon request.
3. Provide a written summary of variances granted by DOH and PC to the State Board of Health each year to meet the reporting obligation of WAC 246-260-201(2) Variance.
4. Provide copies of DOH pertinent water recreation-related forms, guides, and correspondence to PC.
5. Provide technical assistance to PC through various means including:
   - Technical training through workshops and other training events, as DOH resources allow
   - Technical guidance, code interpretations, forms and informational publications

- Consultation, upon request

6. Follow the procedures outlined in Chapter 246-260 WAC for handling and processing requests for variances relating to construction permits. DOH will notify PC of variances approved or denied within 30 days of issuing the response.