

**Memorandum of Understanding
between
Central District Health Department
and
Valley County Board of Commissioners**

Purpose

This memorandum of understanding is implemented for the purpose of defining a collaborative relationship between Central District Health Department and the Valley County Board of Commissioners (Valley County) in approving subdivisions in which individual/subsurface sewage treatment systems are proposed.

Recitals

1. Pursuant to Idaho Code Title 39, Chapter 4 (Public Health Districts), Central District Health Department provides services required for the preservation and protection of the public health; and
2. Pursuant to Idaho Code Title 50, Chapter 13, sanitary restrictions on a subdivision plat may be deemed satisfied, based on the availability of water and sewage facilities, when a duly acknowledged certificate of approval is issued by the Director of the Department of Environmental Quality (DEQ); and
3. DEQ has designated the public health districts, including Central District Health Department, as the authority for the removal or reimposition of sanitary restrictions for subdivision plats; and
4. Pursuant to Idaho Code Title 67, Chapter 65 (Local Land Use Planning) Valley County has promulgated a land use and development ordinance to provide a unified regulatory system for land use in the county; and
5. Pursuant to Idaho Code § 67-2326 (Joint Action by Public Agencies), state and public agencies are permitted to cooperate to their mutual advantage to make the most efficient use of their powers; and
6. Central District Health Department and Valley County mutually desire to enter into an agreement to effectively protect the health, safety, and welfare of people residing, working, or traveling through Valley County.

Agreement

It is mutually agreed between Central District Health Department and Valley County as follows:

1. Central District Health Department will require subdivision developers to investigate soil, ground water, and surface water conditions on each lot, parcel, or site where an individual/subsurface sewage treatment system is proposed. The investigation is to take place prior to sanitary restrictions being deemed satisfied by Central District Health Department.
2. Valley County will require that the investigation described in 1. above be sufficient in scope to designate specific locations, size, and depth of individual/subsurface sewage treatment system drainfields and drainfield replacement areas.
3. Central District Health Department will require subdivision developers to specifically map or otherwise describe the precise location, size, and depth of approved individual/subsurface sewage treatment system drainfields and drainfield replacement areas. This information will be recorded on the plat or will be submitted as ancillary plans and specifications to be recorded concurrently with the plat.
4. The location of acceptable drainfields and drainfield replacement areas as described in 3. above shall be the basis on which Central District Health Department deems sanitary restrictions satisfied for sewage facilities in accordance with Idaho Code Title 50, Chapter 13.
5. No additional test holes for on-site sewage disposal shall be required for subdivisions approved in this manner provided site conditions remain unchanged from the time approval was granted. If during the on-site evaluation by Central District Health Department the approved drainfield site is found to be damaged or otherwise no longer suitable, or should the property owner wish to change the drainfield location from the pre-approved location, additional test holes to evaluate an alternate drainfield site will be required.
6. The following representatives of Central District Health Department and Valley County are designated points of contact for actions pursuant to this agreement:

<p>Valley County Building Department: Cynda Herrick 208-382-7114 P.O. Box 1350 219 N. Main St. Cascade, ID 83611</p>	<p>Central District Health Department: Rob Howarth 208-327-8520 707 N. Armstrong Place, Boise, ID 83704</p>
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General Agreement

1. The term of this agreement shall be three (3) years, commencing on the date of signature of the Director of Central District Health Department.
2. It is understood and agreed that the parties hereto may revise or modify this agreement by written amendments whenever the same shall be agreed upon.
3. Both parties reserve the right to terminate the agreement for any reason with thirty (30) days written notice sent by certified mail or hand delivered to the addresses set forth above.

Dated this 13th day of February, ~~2006~~ 2007


Gerald E. Winkle
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Chairman, Board of County
Commissioners


Russell Duke, Director
Central District Health Department