

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Administration and Finance / Fleet Services

DATE: May 22, 2018

REQUESTED ACTION: Approve Interlocal Agreement with Educational District 112 and authorize the Interim County Manager to execute the agreement with the district for fuel purchases, bus parking and associated services provided by Public Works.

Consent Hearing County Manager

BACKGROUND

Educational School District 112 historically has parked its school buses in fenced areas at Public Works' Operations Centers on Northeast 78th Street in Hazel Dell and on Northeast 149th Street in Brush Prairie. Clark County Fleet Services provides fuel services to the district. This updated agreement will allow the county to continue providing those services to ESD 112.

COUNCIL POLICY IMPLICATIONS

No policy implications.

ADMINISTRATIVE POLICY IMPLICATIONS

No policy implications.

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
	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.

BUDGET DETAILS


Local Fund Dollar Amount	\$35,000 annually (estimated)
Grant Fund Dollar Amount	N/A
Account	5091
Company Name	Educational District 112

PW 18-074

DISTRIBUTION:

Council staff will post all staff reports to the county website, www.clark.wa.gov/the-grid.

Attachments: Interlocal Agreement

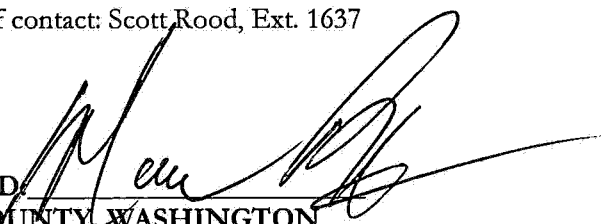


Lori Pearce
Administration and Finance Division Manager



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

Primary staff contact: Scott Rood, Ext. 1637



APPROVED:
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: May 22, 2018

SR# 103-18



APPROVED: _____
Jim Rumpeltes, Interim County Manager

DATE: _____



CLARK COUNTY WASHINGTON
PUBLIC WORKS

clark.wa.gov

1300 Franklin Street
PO Box 9810
Vancouver, WA 98666-9810
360.397.6118

May 1, 2018

Ms. Jenny Bullard
Director of Specialized Transportation
Educational School District 112
2500 NE 65th Avenue
Vancouver, WA 98661

Subject: Interlocal Agreement with Clark County Public Works

Dear Jenny,

As discussed, enclosed please find three (3) original copies of the interlocal agreement with Clark County for school bus parking, safety lighting, and fuel purchases, under the provisions of state statute governing agreements between public agencies. Please sign and return all three copies by Friday, May 18, 2018; for approval by the County Council on May 22.

An original, fully executed copy will be returned to ESD 112 once it is signed by the interim County Manager.

We greatly appreciate the opportunity to continue working with the District. Should you have any questions, please contact me or Scott Rood, Fleet Manager. Thank you.

Cordially,

Linda M. O'Leary, PMP
Program Manager

Enclosures

Cc: Scott Rood, Fleet Manager

INTERLOCAL AGREEMENT

COPY

This agreement is entered into this 17th day of April 2018, between Clark County, a political subdivision of the State of Washington, hereinafter "Clark County" and Educational School District 112, a public entity pursuant to RCW 28A.310 et seq., hereinafter "ESD 112". The term of this agreement is from January 1, 2018, to January 1, 2023, and may be extended for subsequent 5 year terms upon written agreement of the parties prior to expiration of this agreement.

WHEREAS, ESD 112 does not have adequate facilities available within their service boundaries; and

WHEREAS, Clark County has surplus facilities and is willing to provide the same for the use of ESD 112 under the terms contained in this agreement and pursuant to RCW 39.34,

NOW, THEREFORE, it is agreed as follows:

1. Clark County will provide ESD 112 access to the Clark County facilities specifically addressed in this agreement, for the purposes stated in this agreement under the same standards that similar facilities are provided to Clark County.
2. ESD 112 will be provided access to Clark County fuel pumps for the purpose of fueling school buses.
3. ESD 112 will reimburse Clark County for consumed fuel at current fuel rates plus overhead that will be indicated in monthly billings.
4. ESD 112 will have limited access to parking spaces for school buses at 4700 NE 78th Street, Vancouver, Washington, as shown in Exhibit A, attached hereto and incorporated by reference herein. ESC 112 will also have limited access to parking spaces for school buses at 11608 NE 149th Street, Brush Prairie, Washington, as shown in Exhibit B, attached hereto and incorporated by reference herein.
5. ESD 112 shall pay an annual fee of \$2,745 for the use of the limited parking access noted above and in exhibits A and B, plus reasonable maintenance costs.

INTERLOCAL AGREEMENT

ESD112 Bus Parking and Fuel Services

6. Maintenance costs include the labor, material and overhead required for: trash clean up, painting, fence repair and other like kind work. The County will provide the initial gravel for each lot and periodically add more gravel upon reasonable request from ESD 112.
7. All costs incurred by Clark County for labor, equipment rental, contractors and subsistence shall be recoverable through reimbursable billing. All cost estimates shall include appropriate administrative overhead rates, applicable sales, business and occupation taxes, along with applicable liability insurance charges.
8. ESD 112 agrees to pay Clark County the amount of the costs under the work requisition.
9. The agreement contemplates the installation of two security light(s) at the NE 149th Street shed in the bus parking area. Clark County will manage the installation of the lights, and ESD 112 will reimburse Clark County for those costs, along with the monthly light fee, currently estimated at \$25 per month; which shall be billed annually.
10. ESD 112 will indemnify and hold Clark County harmless from any and all claims, losses, or causes of action, suits and actions of any kind arising out of the negligent actions or omissions of ESD 112.
11. ESD 112 will indemnify and hold Clark County harmless from any and all bodily injury claims brought by employees of ESD 112, and it expressly waives its immunity under the Industrial Insurance Act as to any claim brought against Clark County. Provided, that if ESD 112 and Clark County are both found to be negligent, the ESD 112's duty to indemnify shall be limited to the extent of its negligence.
12. ESD 112 will defend, at its own expense, Clark County as a result of any non-negligent act or activity of Clark County or its officers, agents or employees related to the work performed under this agreement.
13. ESD 112 will not assign, transfer or subcontract this agreement without the prior written consent of Clark County.

INTERLOCAL AGREEMENT

ESD112 Bus Parking and Fuel Services

14. Clark County endeavors to prevent the introduction into its storage facilities of water or other contaminants. Clark County, however, makes no warranty that its fuel is free from water or other contaminants, nor does it warrant the use of the fuel for particular purposes.
15. In any case that ESD 112 seeks exemption from federal road taxes, ESD 112 shall be responsible for demonstrating its entitlement to the exemption recognizing that it will be responsible for any repayment of taxes, penalty or interest in the event it is determined by the federal government that the exemption was not warranted. Clark County will pay the state road taxes for all fuel purchased as required by RCW 82.38. It will be the responsibility of ESD 112 to seek a refund for any fuels claimed to be exempt from under RCW 82.38.
16. To the extent any record is required to be retained or disclosed under the public records laws of this state, ESD 112 agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. ESD 112 further agrees that upon receipt of any written public record request related to this contract, ESD 112 shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer in the Department of Public Works.
17. This agreement is solely intended to benefit the signatories. It is not intended to create any third party beneficiary.

INTERLOCAL AGREEMENT
ESD112 Bus Parking and Fuel Services

18. Ratification. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

Clark County and ESD 112 execute this contract on the date first above written.

CLARK COUNTY

Educational School District 112

Kathleen Otto, Deputy County Manager

By

Printed Name

Title

Approved As To Form Only:

ANTHONY F. GOLIK

Prosecuting Attorney

By



Deputy Civil Prosecutor



EXHIBIT A: Bus Parking Area



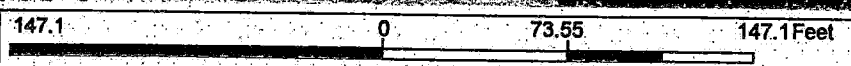
Legend

- Taxlots
- Cities Boundaries
- Urban Growth Boundaries

Notes:

4700 NE 78th Street
 Vancouver, WA 98665

1: 883



WGS_1984_Web_Mercator_Auxiliary_Sphere
 Clark County, WA. GIS - <http://gis.clark.wa.gov>

This map was generated by Clark County's "MapsOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information.



EXHIBIT B: Bus Parking Area



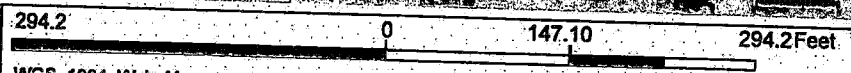
Legend

- Taxlots
- +++ Railroad
- Highway
 - Interstate
 - State Route
 - Interstate Ramp
 - State Ramp
- Arterial
 - Arterial
 - Forest Arterial
- Collector
 - Minor
 - Forest
- Other
 - Private, Other
 - Proposed
 - Unknown
- Cities Boundaries
- Urban Growth Boundaries

Notes:

NE 149th St Maintenance Shed
 Parcel #196886000
 11608 NE 149th Street
 Brush Prairie, WA 98606

1: 1,765



WGS_1984_Web_Mercator_Auxiliary_Sphere
 Clark County, WA. GIS - <http://gis.clark.wa.gov>

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