

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works

DATE: Oct. 16, 2018

REQUESTED ACTION: Approve Interlocal Agreement with the city of Vancouver for leaf disposal coupons and authorize the County Manager to execute the agreement.

Consent Hearing County Manager

BACKGROUND

For 18 years, Clark County and the city of Vancouver have partnered to provide coupons for free leaf disposal. The coupons allow Vancouver and unincorporated county residents to drop off up to 5 cubic yards of leaves at any of four collection sites, annually from Oct. 1 through Dec. 31.

The program reduces the amount of organic material that gets swept into storm drains, thereby protecting stormwater infrastructure and paring maintenance costs. It also reduces street flooding caused by leaves blocking storm drains.

In the past, Clark County has reimbursed Vancouver for disposal costs under a Grounds Equipment and Maintenance services agreement. A separate Interlocal Agreement for the leaf coupon program will allow the city and county to better track costs and meet requirements of state law.

COUNCIL POLICY IMPLICATIONS

None.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

The 2018 leaf coupon is posted on the county's website, and the county will issue a news release. The city of Vancouver and Waste Connections also will publicize the leaf program and distribute disposal coupons.

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.

PW18-120

BUDGET DETAILS

Local Fund Dollar Amount	\$100,000 annually (estimated)
Grant Fund Dollar Amount	N/A
Account	1012
Company Name	City of Vancouver

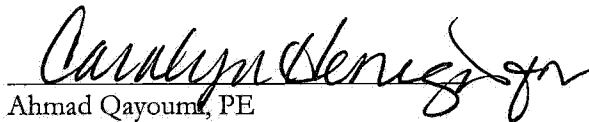
DISTRIBUTION:

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

Attachments: Interlocal Agreement

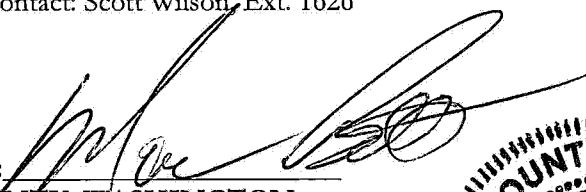


Lori Pearce
Administration and Finance Division Manager



Ahmad Qayoum, PE
Interim Public Works Director/County Engineer

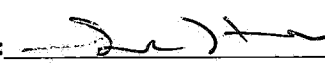
Primary staff contact: Scott Wilson, Ext. 1626

APPROVED: 
CLARK COUNTY, WASHINGTON
CLARK COUNTY COUNCIL

DATE: 10-16-18

SR# 168-18



APPROVED: 
Shawn Hennessee, County Manager

DATE: 10-17-18

**INTERLOCAL SERVICES AGREEMENT
BETWEEN CLARK COUNTY AND THE CITY OF VANCOUVER
FOR
FALL LEAVES DISPOSAL PROGRAM**

THIS IS AN INTERLOCAL SERVICES AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, RCW 39.34.080, between Clark County, a political subdivision of the State of Washington, (the "County") and the City of Vancouver, a municipal corporation of the State of Washington, (the "City").

WHEREAS, the City of Vancouver and Clark County share a common desire to protect and maintain the public infrastructure that safely drains rain water from streets, to protect the quality of water that runs off the urban landscape through the public infrastructure and into the regional rivers and streams, and to encourage composting of organic waste over disposal in a landfill; and

WHEREAS, each fall when deciduous trees drop their leaves there is an increased need to maintain the storm water drainage infrastructure to prevent localized flooding and to collect and process a larger load of organic materials that collect in the infrastructure; and

WHEREAS, encouraging support from residents to keep leaves raked up and out of the street helps prevent localized flooding, and providing residents with free disposal coupons is an incentive to help them control both their own individual disposal costs and the City and County Public Works program costs; and

WHEREAS, for the last 18 years, the City has provided administrative services for this coupon program and the County has reimbursed the City for disposal costs of leaves collected from County residents under a Grounds Equipment and Maintenance Interlocal Agreement; and

WHEREAS, both the City and County desire to continue this collaborative relationship in order to ensure a consistent and easy-to-use service is available for all residents regardless of which vendor they choose or which jurisdiction they live in; and

WHEREAS, the City and County wish to enter a separate Interlocal Agreement specific to the fall leaves disposal program so that costs can be better tracked to the program, rather than combined with the other services and expenses in the Grounds Equipment and Maintenance Services agreement; and

WHEREAS, city staff dedicates time and resources to the procurement, contract management and communications associated with the fall leaves coupon program and processes the coupons to determine whether leaves have come from County residents or City residents; and

WHEREAS, pursuant to RCW 39.34.080 (Interlocal Cooperation Act), one or more

public entities may contract with one another to perform government services which each is by law authorized to perform; and

NOW, THEREFORE,

THE COUNTY AND THE CITY agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to formalize the regional approach to offering fall leaves disposal coupons throughout Clark County.

SECTION 2. TERM. The term of this Agreement is from October 1, 2018, through December 31, 2023 subject to earlier termination pursuant to Sections 3 and 6 of this Agreement. The agreement may be extended by mutual agreement for up to two one-year terms. The City Manager is authorized to approve and execute such extensions without further authorization of the Vancouver City Council.

SECTION 3. TERMINATION. Either party may choose to terminate this Agreement by notifying the other party in writing with at least 60 days' notice and 120 days' notice if the notice or the termination date falls within the actual program dates of October 1 through December 31 in any given year. If such notice is given, the parties may each opt to coordinate individual programs. The City shall notify its residents and disposal contractors of changes to the program, but shall not be responsible for notifying County residents of program changes.

SECTION 4. SCOPE OF SERVICES. The City agrees to manage and maintain contracts with vendors that can accept loads of leaves from residents who present coupons. The vendors will then bill the City at the agreed upon rate. City staff will review and approve invoices each month. The City agrees to provide a monthly invoice to the County with copies of the vendor invoices attached for review and payment. The City will maintain actual receipts (redeemed coupons) with resident information on file if needed for auditing purposes. Disposal costs for leaves collected from County residents will be a pass through to the County. Clark County agrees to reimburse the City of Vancouver for the disposal costs associated with coupons redeemed by County residents plus an administration fee of 20%, calculated on the total disposal costs for coupons redeemed by County residents. The County also agrees to help promote the program by posting the coupon on its website.

The City will design, print and distribute the coupons, including an online coupon, for use by all County residents. Costs for these services are included in the administration fee and will not be charged separately.

SECTION 5. HOLD HARMLESS/INDEMNIFICATION. Each party agrees to hold the other party harmless from any and all bodily injury claims brought by employees of that party in connection with the activities covered by this Interlocal Agreement and expressly waives its immunity under the Industrial Insurance Act as to such claims which are brought against the other

party; provided, that if City and Clark County are both found to be negligent, each party's duty to indemnify shall be limited to the extent of each party's own negligence.

SECTION 6. ASSIGNMENT/SUBCONTRACTING. Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other.

SECTION 7. NO THIRD PARTY BENEFICIARY. The County and City do not intend there be any third-party beneficiary to this Agreement.

SECTION 8. APPLICABLE LAW; VENUE. This Agreement is governed by and construed according to the laws of the State of Washington. Each Party may file suit to enforce the terms of this Agreement only in the Superior Court of Clark County, Washington.

SECTION 9. NOTICE . Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

CITY OF VANCOUVER
SOLID WASTE
P.O. Box 1995
Vancouver, Washington 98668-1995
Attention: Tanya Gray
360-487-7163

To Clark County:

CLARK COUNTY
PUBLIC WORKS
P.O. Box 9810
Vancouver, Washington 98666-9810
Attention: Scott Wilson
360-397-2121 x1626

The name and address to which notices shall be directed may be changed by either the County or City giving the other notice of such change as provided in this section.

SECTION 10. WAIVER. No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

SECTION 11. ADMINISTRATION. This Interlocal Agreement does not establish or create a separate legal or administrative entity or a joint board to accomplish the purposes hereof. The parties shall each be responsible for administering the performance of their respective duties. The parties will not acquire any jointly-owned real or personal property in connection with performance of this Interlocal Agreement. The parties shall each be responsible for their own individual financial costs of performance of this Interlocal Agreement. Any property used or acquired by the parties in connection with performance of this Interlocal Agreement shall be disposed of by that party as it shall determine in its discretion.

INTERLOCAL SERVICES AGREEMENT
FALL LEAVES DISPOSAL PROGRAM

SECTION 12. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an interlocal services agreement entered into pursuant to RCW 39.34.080. Its purpose is set forth in Section 1, its duration is set forth in Section 2, and the means of termination are set forth in Section 3. Administration and financial provisions are set forth in Section 11.

SECTION 13. ENTIRE AGREEMENT. This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.


SECTION 14. AMENDMENT. Sections of this Agreement may be amended with the mutual written consent of the parties that have signed below.

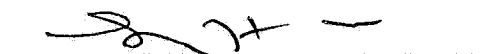
SECTION 15. DOCUMENT EXECUTION AND POSTING. The County and City agree that there shall be two (2) signed originals of this Agreement procured and distributed for signature by the necessary officials of the County and City. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one executed original shall be provided to Clark County by the Vancouver City Clerk for the County's records. Clark County shall with file a copy with the County auditor or shall cause a copy of this Agreement to be posted on the County website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and filing or posting of a copy, each such duplicate original shall constitute an agreement binding upon all parties.

SECTION 16. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

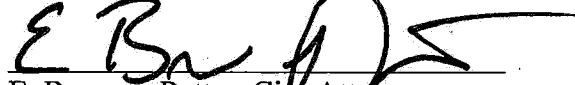
SECTION 17. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the County and City have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 11th day of OCT., 2018.

CITY OF VANCOUVER

Eric Holmes, City Manager

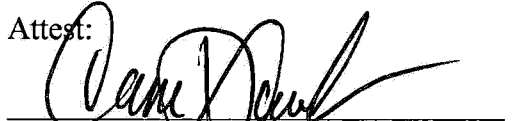
CLARK COUNTY

Shawn Hennessee, County Manager

APPROVED AS TO FORM:




E. Bronson Potter, City Attorney

Attest:



Nataasha Ramras, City Clerk
By: Carrie Lewellen, Deputy City Clerk

APPROVED AS TO FORM:



Bill Richardson,
Attorney

Attest:

Rebecca Tilton, Clerk to the Board