

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH)

CCPH SR2016_178

DATE: October 10, 2016

REQUESTED ACTION:

County Manager approval of Contract HDC.869 between Columbia Resource Company, L.P. (CRC) for collecting and hauling block foam in Clark County and authorization for Public Health Director to sign amendments. Remuneration under this agreement is up to \$24,000.

_____ Consent _____ Hearing X County Manager

BACKGROUND:

The County is entering into a Professional Services Agreement with Columbia Resource Company, L.P. (CRC) to collect and transport block from their collection site to the facility for recycling. This will provide citizens a year-round drop off site for block foam for proper disposal and recycling. Prior to 2015, such a collection site was in operation; this agreement would resume the availability of this service for citizens using a similar collection opportunity. Request for quotes were solicited from eight different vendors, with no quotes submitted by the deadline. CRC was one of the solicited vendors, submitted a quote after the deadline, and was selected. No other solicited vendors submitted quotes.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

N/A

BUDGET IMPLICATIONS

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

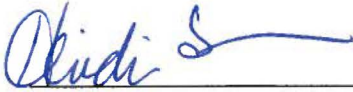
BUDGET DETAILS

Local Fund Dollar Amount	\$0
Grant Fund Dollar Amount	\$0
Account	1025 Public Health

Company Name	Columbia Resource Company, L.P.
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DISTRIBUTION:

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



Heidi Steen, MBA
Financial Analyst /Public Health



Alan Melnick, MD, MPH, CPH
Public Health Director/Health Officer

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

For **APPROVED:**  _____
Mark McCauley, County Manager

DATE: 1/26/17

BUDGET IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
1025 Public Health Dept.			0	0		
Total			0	0		

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
1025 Public Health Dept.				24,000	24,000		
Total				0	0		

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual			24,000	24,000		
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total			0	0		

Professional Services Agreement

HDC.869

THIS AGREEMENT, entered this first day of October, 2016, by and between CLARK COUNTY, after this called "County," a municipal corporation of the State of Washington, and Columbia Resource Co., LP (CRC), after this called "Contractor."

WITNESSETH

WHEREAS, County has goals to reduce contamination in the recycling stream and increase the recycling rate in Clark County, AND;

WHEREAS, Contractor has the expertise to provide specialized recycling services, AND;

WHEREAS, Contractor has the expertise to collect and transport materials, AND;

WHEREAS, County does not have available staff nor the expertise to provide such services for the benefit of Clark County, NOW, THEREFORE, *THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:*

1. Services. The Contractor shall perform services as follows:

- A. Generally: To provide block foam recycling collection and transportation services for Clark County and to perform those services more particularly set out in the Scope of Work attached hereto and incorporated herein by this reference as Exhibit "A."
- B. The County shall provide marketing, outreach, and public education to encourage local generators to deliver appropriate material to the block foam fixed facility collection site(s).
- C. County will collaborate with the Contractor for any changes in logistical

details for outreach and education, such as operating hours of the facility for block foam collection, as well as changes in the materials accepted at Far West Recycling, Inc., or other identified processing facilities with written approval by Clark County Public Health.

2. Time. The contract shall be deemed effective beginning November 1, 2016 and shall continue through September 30, 2017. This agreement may be extended upon the mutual written consent of both parties for up to two (2) twelve (12) month periods.

3. Compensation. County shall pay the Contractor for performing said services upon net 30 days of receipt of a written invoice and reasonably required reporting documentation, which includes the cubic feet of block foam per load and the total capacity in cubic feet of the trailer, according to the following:

A. \$550.00 per truckload that exceed 75% of the cubic volume of the trailer.

B. Actual disposal costs incurred by the Contractor shall be reimbursed by the County at the Contractor's cost when accompanied by an invoice or receipt from Far West Recycling, Inc., or other identified processing facilities approved by Clark County Public Health.

C. Required reporting details as listed in section IV. Exhibit "A" Scope of Work..

In no event shall the amount of billing exceed \$16,800.00 without the prior mutual written consent of both parties.

4. Termination. If during the term of this agreement either party shall be in breach of any provision of this agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this agreement; provided, however, that no termination of this agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and

the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice. The waiver by either party of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. Further, County may terminate this contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

5. Independent Contractor. The Contractor shall always be an independent contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification Clause. The Contractor does release, indemnify and promise to defend and save harmless the County, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the County, its elected officials, officers, employees and agents in defense thereof, to the extent resulting from Contractor's gross negligence or willful misconduct in the performance of service pursuant to this Agreement. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County, except to the extent such claims arise out of or result from the negligence or willful misconduct of the County.

7. Wage and Hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its

employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is not or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents. Contract documents consist of this agreement and Exhibit "A" Scope of Work.

10. Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, marital status or national origin.

11. Changes. Upon the mutual agreement of the parties, County may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be incorporated in the written amendments to the agreement.

12. Public Records Act. Notwithstanding the provisions of this Agreement, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public

Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify County by providing a copy of the request to the County Public Records Officer.

13. Governing Law. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

14. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. This Contract further covenants that in the performance of this agreement, no person having such interest shall be employed.

15. Consent and Understanding. This agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

16. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

17. Debarment or Exclusion. The Contractor shall not employ any person nor contract with any person or entity that is excluded from participation in federally funded (in whole or in part) agreements, in accordance with 42 CFR Part 76 or who are debarred, suspended, declared ineligible or voluntarily excluded. The Contractor and any subcontractors must comply with federal law and must not knowingly have a

director, officer, partner or person with a beneficial ownership of the Contractor's equity, or an employee, contract or consultant who is significant or material to the provision of services under this contract, who has been or is affiliated with someone who has been, debarred, suspended or otherwise excluded by any federal agency. The Contractor shall maintain evidence of compliance in personnel files or with subcontractor's documents. The Contractor shall certify compliance with this provision to the County prior to the term of this agreement, including certification of compliance of any other parties listed above with a beneficial ownership or a party significant to the provision of services under this agreement. The Contractor shall provide the full names of these parties to the County along with certification of compliance prior to the start of this contract.

17. Anti-Terrorism Sanctions. In accepting these funds, Contractor confirms that its organization complies with all US anti-terrorism laws and regulations, including Executive Order 13224 and the Global Terrorism Sanctions regulations set forth in 31 CFR Part 594.

18. Insurance. The Contractor shall provide to Clark County prior to the term of this Agreement, current certificates of insurance, which will be in the form of an ACORD Certificate(s), and shall assure that Clark County is listed as an additional insured, and shall include; commercial general liability to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence. Contractor must carry commercial general liability insurance in the amount of \$1,000,000.

19. Excused Performance. Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control, including,

but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this agreement.

IN WITNESS THEREOF, County and the Contractor have executed this agreement on the date first above written.

Approved By:
COLUMBIA RESOURCE CO., LP

Approved By:
CLARK COUNTY PUBLIC HEALTH



Derek Ranta
District General Manager

1/18/17

Date



for _____
Mark McCauley
Clark County Manager

1/26/17

Date

APPROVED AS TO FORM ONLY
ANTHONY GOLIK
Prosecuting Attorney



Jane Vetto
Deputy Prosecuting Attorney

Exhibit A

Scope of Work

I. Fixed Facility Location

Contractor shall provide a safe, clean, and sufficiently-sized fixed facility in Clark County, Washington to collect block foam. Ideally the location would be centrally located in an easily accessible location for Clark County residents.

II. Training

- a. Contractor shall assure employees are trained to collect only acceptable materials as outlined below:
 - i. Block Foam Only
 - ii. Block or Sheet Foam Used For Packing
 - iii. Food Trays Free of Food Residue (Take Out, Cups, Egg Cartons)
 - iv. No Peanuts or Popcorn
 - v. No Stickers or Tape
 - vi. No Other Plastics or Foam
- b. Contractor shall retrain employees if there are changes in the specifications of the materials that are collected by Far West.
- c. The waste materials to be collected and disposed of by Contractor pursuant to this agreement consist solely of those items provided above as acceptable waste (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes, and the County agrees not to allow for the deposit in Contractor's equipment or place for collection by Contractor, any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations, or any of the other items provided above as unacceptable waste ("Excluded Waste"). Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's equipment. Title to and liability for any Excluded Waste shall remain with the depositor.

III. Transportation of Materials

- a. Contractor shall be responsible for assuring that materials delivered to the processor meet their specifications.
- b. The Contractor shall coordinate delivery of the materials to Far West Recycling, Inc. in Hillsboro, OR (6440 SE Alexander Street, Hillsboro, OR, 97123; 503-200-5014). The Contractor will use their existing vehicles/trailers for transporting material to the processor.

IV. Reports

- a. Contractor shall submit reports, along with an invoice to County, no less than monthly, and include the date of each delivery of block foam and report the weight of the load sent to Far West Recycling, Inc. for recycling, the total available cubic feet of the trailer used to haul the block foam, and the total cubic feet of the block foam hauled.