



CLARK COUNTY  
STAFF REPORT

**DEPARTMENT/DIVISION:** Environmental Services/Sustainability & Outreach/Solid Waste Program

**DATE:** September 30, 2014

**REQUEST:** Authorize the Chief Administrative Officer to sign a Professional Services Agreement between Clark County and Columbia Resource Co. LP, for a not-to-exceed amount of \$60,000.

**CHECK ONE:** ☒ Consent ☐ Hearing ☐ Chief Administrative Officer

**BACKGROUND:** Clark County Environmental Services has provided an exhibit called "Tossed and Found" at its annual Recycling Arts Festival. Items for this exhibit are recovered from disposed items at a transfer station and then displayed for public view to raise awareness about the amount of reusable material that is being "tossed" at the transfer stations. This amount of material rescued from the landfill and exhibited demonstrates the potential opportunity for recovering reusable materials on a full time basis rather than for an annual event.

Clark County currently has a contract with Columbia Resource Co. LP, for a curbside recycling program, transfer stations operations, transport and out-of-county disposal of municipal solid waste. Columbia Resource Co. LP, has the expertise to provide professional services needed to perform the selection and collection of reusable materials at the Central Transfer and Recycling facility as a pilot program to measure the cost effectiveness of operating an annual program in partnership with a local non-profit organization.

**COMMUNITY OUTREACH:** The agreement is consistent with program services for County residents identified in the Solid Waste Management Plan. The Solid Waste Advisory Commission has been advised of and endorses the resource recovery pilot program. Clark County Public Health is supportive of the pilot program. As the Solid Waste Program is regional, the County will coordinate with all municipalities for this pilot program.

**BUDGET AND POLICY IMPLICATIONS:** Funding for this service is included in the Solid Waste Program Fund 4014. The pilot program program is funded through the Coordinated Prevention Grant's Offset Cycle Grant from Ecology with funding until June 30, 2015.

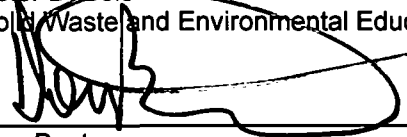
**FISCAL IMPACTS:** ☒ Yes (see Fiscal Impacts Attachment) ☐ No

**ACTION REQUESTED:**

Authorize the Chief Administrative Officer to execute the Professional Services Agreement between Clark County and Columbia Resource Co. LP, for a not-to-exceed amount of \$60,000.

**DISTRIBUTION:** Please return the fully executed original Amendment to the Department of Environmental Services.

  
Peter DuBeis  
Solid Waste and Environmental Education Manager

  
Don Benton  
Director Environmental Services

  
APPROVED: Tom Melke  
CLARK COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS

9/30/14 SR 217-14

Attachment: Professional Services Agreement

ES14-30

mgr  
OK  
4.1

## FISCAL 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.

Expenditures are for Columbia Resource Co. LP, to provide the professional services needed to perform the selection and collection of reusable materials at the Central Transfer and Recycling facility as a pilot program to measure the cost effectiveness of operating an annual program in partnership with a local non-profit organization. The agreement has an annual not-to-exceed amount of \$60,000. The program is covered under the Coordinated Prevention Grant's Offset Cycle Grant and the Solid Waste Program. This does not impact the General Fund.

### Part II: Estimated Revenues

| Fund #/Title                         | Current Biennium |        | Next Biennium |             | Second Biennium |        |
|--------------------------------------|------------------|--------|---------------|-------------|-----------------|--------|
|                                      | GF               | Total  | GF            | Total       | GF              | Total  |
| Ecology Coordinated Prevention Grant | \$0.00           | \$0.00 | \$0.00        | \$45,000.00 | \$0.00          | \$0.00 |
| Fund 4014 - Solid Waste Fund         | \$0.00           | \$0.00 | \$0.00        | \$15,000.00 | \$0.00          | \$0.00 |
|                                      | 0.00             | 0.00   | 0.00          | 0.00        | 0.00            | 0.00   |
|                                      | 0.00             | 0.00   | 0.00          | 0.00        | 0.00            | 0.00   |
| Total:                               | \$0.00           | \$0.00 | \$0.00        | \$60,000.00 | \$0.00          | \$0.00 |

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

Revenues are from the Department of Ecology Coordinated Prevention Grant. This Agreement will not exceed \$60,000. The costs of this pilot program do not impact the General Fund.

### Part III: Estimated Expenditures

III.A - Expenditures summed up

| Fund 4014 - Solid Waste Fund | FTE's | Current Biennium |        | Next Biennium |             | Second Biennium |        |
|------------------------------|-------|------------------|--------|---------------|-------------|-----------------|--------|
|                              |       | GF               | Total  | GF            | Total       | GF              | Total  |
| Fund 4014 - Solid Waste Fund |       | \$0.00           | \$0.00 | \$0.00        | \$60,000.00 | \$0.00          | \$0.00 |
|                              |       | \$0.00           | \$0.00 | \$0.00        | \$0.00      | \$0.00          | 0.00   |
|                              |       | \$0.00           | \$0.00 | \$0.00        | \$0.00      | \$0.00          | 0.00   |
|                              |       | \$0.00           | \$0.00 | \$0.00        | \$0.00      | \$0.00          | 0.00   |
| Total:                       |       | \$0.00           | \$0.00 | \$0.00        | \$60,000.00 | \$0.00          | \$0.00 |

III.B = Expenditure by object category

| Fund 4014 - Solid Waste Fund | Current Biennium |        | Next Biennium |             | Second Biennium |        |
|------------------------------|------------------|--------|---------------|-------------|-----------------|--------|
|                              | 4014             | Total  | 4014          | Total       | GF              | Total  |
| Salary/Benefits              | \$0.00           | \$0.00 | \$0.00        | \$0.00      | \$0.00          | \$0.00 |
| Contractual                  | \$0.00           | \$0.00 | \$0.00        | \$60,000.00 | \$0.00          | \$0.00 |
| Supplies                     | \$0.00           | \$0.00 | \$0.00        | \$0.00      | \$0.00          | \$0.00 |
| Travel                       | \$0.00           | \$0.00 | \$0.00        | \$0.00      | \$0.00          | \$0.00 |
| Other controllables          | \$0.00           | \$0.00 | \$0.00        | \$0.00      | \$0.00          | \$0.00 |
| Capital Outlays              | \$0.00           | \$0.00 | \$0.00        | \$0.00      | \$0.00          | \$0.00 |
| Inter-fund Transfers         | \$0.00           | \$0.00 | \$0.00        | \$0.00      | \$0.00          | \$0.00 |
| Debt Service                 | \$0.00           | \$0.00 | \$0.00        | \$0.00      | \$0.00          | \$0.00 |
| Total:                       | \$0.00           | \$0.00 | \$0.00        | \$60,000.00 | \$0.00          | \$0.00 |

# Professional Services Agreement

Agreement Purchase No. \_\_\_\_\_

THIS AGREEMENT, is entered this 30<sup>th</sup> day of September, 2014, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Columbia Resource Co., L.P., after this called "Contractor."

## WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive bid process by the County regarding solid waste recycling, transfer, transport and out-of-county disposal and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Time. The Agreement shall be effective beginning September 23, 2014 and ending June 30, 2015.
3. Compensation. County shall pay the Contractor for performing said services as set forth in Exhibit A upon receipt of a written invoice. The parties mutually agree that in no event shall the amount billed exceed \$60,000 without prior written approval of the County.
4. Termination. The County may terminate this Agreement immediately upon any breach by Contractor in the duties of Contractor as set forth in this Agreement. The waiver by the County of one or more breaches shall not be construed as a waiver of any other breach or breaches. Further, County may terminate this Agreement 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. The Contractor does release, indemnify and promise to defend and save harmless the County, its officers, officials, employees and agents from and against any and all liability, loss, damages, expenses, actions and claims, including costs and reasonable attorney's fees incurred by the County, its officials, officers, employees and agents in defense thereof, asserted or arising directly or indirectly on account of or out of the performance of services pursuant to this Agreement. In making these 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 for which Contractor has indemnity obligations hereunder and which are brought against the County; this paragraph does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence or willful misconduct of the County, its elected officials, officers, employees and agents.

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 now 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 requirement's 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 any written amendments hereto that are signed by both parties, Exhibit A, Contract Regarding Solid Waste Recycling, Transfer, Transport and Out-Of-County Disposal. Regarding the subject matter herein; provided, however, nothing herein shall supersede or reduce the enforceability of the terms of the Contract Regarding Solid Waste Recycling, Transfer, Transport and Out-Of-County Disposal.

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

11. Changes. County may, from time to time, require changes in the scope of the 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 in writing, signed by both parties and incorporated in written amendments to the Agreement.

12. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, 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 Clark County Public Records Officer/Department of Public Works.

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

14. Confidentiality. Except as provided in Section 12, above, with respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.


15. 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. The Contractor further covenants that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Agreement.

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

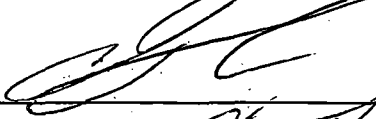
17. Severability. If any provision of this Agreement is held invalid, the remainder would then continue in full force and effect, as conforming to the terms and requirements of applicable law.

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

CLARK COUNTY

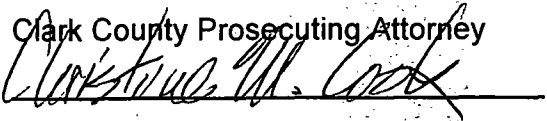
  
By Mark McCauley, County Administrator

Columbia Resource Co., L.P.

By   
Printed Name Chris Thomas  
Title District Manager

APPROVED AS TO FORM ONLY

ANTHONY F. GOLIK

Clark County Prosecuting Attorney  
  
By Christine Cook, Sr. Deputy Prosecuting Attorney

## Exhibit A

### Columbia Resource Co., LP.

Duration of agreement: September 1, 2014 – June 30, 2015

Compensation: not to exceed \$50,000

County shall make at payments to Columbia Resource Co., LP. for performing work as set forth in the Professional Services Agreement between the parties, upon receipt of a written invoice according to the reimbursable costs listed below and the following schedule: November 1<sup>st</sup>, January 1<sup>st</sup>, March 1<sup>st</sup>, May 1<sup>st</sup>, July 1<sup>st</sup>.

### Services:

#### Contractor provides:

- at least one (1) staff on the tip floor
- radio/safety equipment for staff
- staff training
- one (1) trailer/storage container
- scale house attendant (with script re any UM, notifies UM staff)
- daily log of activity
- monthly data of tonnages recovered, number of loads, etc.
- track amount of funds generated through sale of recovered material
- documentation for time accounting and receipts for costs/purchases

#### County provides:

- carts as needed to accept items from the general public
- gaylords as needed to store items collected
- map/flyer listing local non-profit collection sites and thrift stores
- staff time to help coordinate the pilot project
- staff time to prepare data and documentation for grant reporting

### Contractor reimbursable costs include:

- Time accounting for staff and consultants (training, sorting, transporting, data collection)
- Other expenditures (costs associated with storage and transportation of recovered materials)

Note: Any tools and equipment purchases must have prior approval