



**CLARK COUNTY
STAFF REPORT**

DEPARTMENT/DIVISION: Environmental Services / Solid Waste & Environmental Education

DATE: March 3, 2015

REQUEST: Approve a contract with Impact Bioenergy Inc. in an amount not to exceed \$50,000 to research and prepare a report. The report will evaluate existing organic materials processing capacity and generation to help the County determine if there is sufficient capacity to process organic materials, and to assess the desirability and feasibility of developing additional organics processing capacity within Clark County's boundaries.

CHECK ONE: Consent Hearing Chief Administrative Officer

BACKGROUND: As the regional planning authority, the County is required to assure that sufficient organic material processing capacity exists in the greater Portland Oregon and Clark County metro region to manage yard debris and food waste. Clark County has relied on various processors serving the local area since the implementation of yard debris collection programs in 1994. Due to the growth of organics materials collection programs in the Willamette Valley, local processing facilities are at, or nearing, capacity. In 2013 Environmental Services secured funding from the Department of Ecology to contract for the development of a report. In December 2014, Clark County issued Request for Proposals #688, and in January selected Impact Bioenergy, Inc. to perform the work.

COMMUNITY OUTREACH: N/A

BUDGET AND POLICY IMPLICATIONS: Budget for this program has been included in the 2015-16 Solid Waste Fund budget, and 75% of costs are covered by WA Department of Ecology CPG grant funding .

FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

ACTION REQUESTED: Approve an agreement with Impact Bioenergy Inc. for professional services in an amount not to exceed \$50,000 to support participating Clark County schools in the Washington Green Schools Program.

DISTRIBUTION: Please return original copies of the agreement and the approved staff report to Environmental Services Administration.


Peter DuBois
Solid Waste & Environmental Education Manager

APPROVED: 
CLARK COUNTY WASHINGTON
BOARD OF COUNTY COUNCILORS


Don Benton
Environmental Services Director

March 3, 2015
SR 033-15

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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 the Contractor to provide the professional services needed to research and prepare a report on organic waste processing capacity. 75% of costs of the contract are covered under the Coordinated Prevention Grant (#G1400408, Task 6) for 2013-15. This contract will not exceed \$50,000, and will 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	\$37,500.00	\$0.00	\$0.00	\$0.00	\$0.00
Fund 4014 - Solid Waste Fund	\$0.00	\$12,500.00	\$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	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00

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

Revenues are from the Department of Ecology Coordinated Prevention Grant (#G1400408, Task 6) which are deposited into the Solid Waste Fund, and from solid waste system transfer and disposal contract and recycling contracts. The cost of this contract does 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	\$50,000.00	\$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	\$0.00	0.00
Total:		\$0.00	\$50,000.00	\$0.00	\$0.00	\$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	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$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:	\$50,000.00	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00

Professional Services Contract

Organic Waste Processing Capacity Study RFP # 688

THIS CONTRACT, entered this 3rd day of March 2015, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Impact Bioenergy Inc., after this called "Contractor."

WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive bid process by the County (RFP # 688) 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, which is their Proposal in response to RFP #688.
2. Time. The contract shall be effective beginning on the day above written and ending June 30, 2015.
3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice for completed services, per the task budgets detailed in section 6 of their Proposal. The contractor may submit invoices monthly beginning March 31 and concluding June 30, 2015. The parties mutually agree that in no event shall the amount billed exceed \$50,000 without prior approval of the County.
4. Termination. The County may terminate this contract immediately upon any

breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by the County of one or more breaches shall not be 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 / Hold Harmless. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the

parties. The provisions of this section shall survive the expiration or termination of this Agreement.

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 Contract 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, the proposed scope of work based on RFP # 688.

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 the written amendments to the Contract.

12. Public records act: Notwithstanding the provisions of this Contract 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 Clark 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 Clark 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. 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 Contract.

16. Consent and Understanding. This agreement contains a complete and integrated understanding of the contract 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.

17. 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.

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

Impact Bioenergy Inc.

Board of County Councilors
Clark County, Washington

By _____



By David Madore, Chair

Print name _____

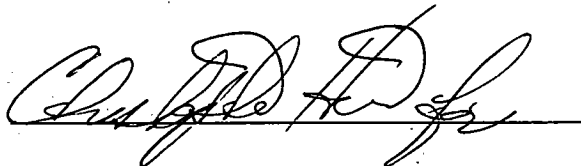
Title _____

By Jeanne E. Stewart, Councilor

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK

By Tom Mielke, Councilor

Clark County Prosecuting Attorney



By Christine Cook, Sr. Deputy Prosecuting Attorney

Vendor/Contractor:

Have you or any of your employees who will be directly compensated retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

Yes

No

If yes, please provide the name and social security number for each retiree to Clark County Purchasing.