

June 4/13

**CLARK COUNTY
STAFF REPORT**

DEPARTMENT/DIVISION: Environmental Services / Sustainability and Outreach / Solid Waste Program

DATE: June 25, 2013

REQUEST: Execute Interlocal Agreements with the Cities of Battle Ground, La Center and Town of Yacolt regarding the Yard Debris Collection Contract with Waste Connections of Washington, Inc.

CHECK ONE: Consent Hearing Chief Administrative Officer

BACKGROUND: Yard debris collection services have been provided under contract to County residents since May 1993. On June 28, 2012, County staff issued *Request for Proposal #626 Collection of Residential Yard Debris in Unincorporated Clark County and the City Battle Ground*. The Board of County Commissioners approved a contract on December 11, 2012 (SR 271-12). The City of Battle Ground, City of La Center and Town of Yacolt have the option of receiving services under this contract through an interlocal agreement. Interlocal agreements with these municipalities have been prepared and approved by the respective City and Town Councils.

COMMUNITY OUTREACH: County staff provides community outreach associated with the project through community events, publications, the County website and answer questions via e-mail and telephone. Contractor is required to provide community outreach as well as customer service staff for the service.

BUDGET AND POLICY IMPLICATIONS: The basic service rate for residential customers will decrease from \$6.96 to \$5.87 per month, per household in Battle Ground, Yacolt and County urban customers. Rates for La Center customers will decrease from \$6.39 per month to \$5.87. The County receives a per household amount for contract and program administration. Additional revenue to the Solid Waste Program generated from these interlocal agreements is approximately \$8,979 per year.

FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

ACTION REQUESTED: Execute Interlocal Agreements with the Cities of Battle Ground, La Center and Town of Yacolt regarding the Yard Debris Collection Contract with Waste Connections of Washington, Inc.

DISTRIBUTION: Please return original fully executed copies of the interlocal agreements to the Department of Environmental Services.

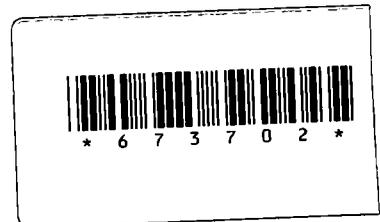

Anita Largent
Sustainability and Outreach Manager

APPROVED: June 25, 2013
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS


Don Benton
Environmental Services Director

SR 112-13

Attachments: Attachment A - Yard Debris Collection Programs
Interlocal Agreements



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.

Clark County yard debris collection contract with Waste Connections allows for cities to participate in the contract through interlocal agreements. This is to provide curbside yard debris collection services the Cities of Battle Ground, La Center and Town of Yacolt. Service is provided to residents through subscription. The County will receive additional revenue to offset contract and program administration costs.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Fund 4014 / Solid Waste Fund		\$12,720	\$0.00	\$17,958	\$0.00	\$17,958
Total:	\$0.00	\$12,720	\$0.00	\$17,958	\$0.00	\$17,958

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

The County receives a per household amount for contract and program administration - including community outreach. The contract takes effect on August 1, 2013.

There is no impact to General Fund expenditures or revenue.

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
Fund 4014 / Solid Waste Fund		\$0	\$12,720	\$0	\$17,958	\$0	\$17,958
Total:		\$0	\$12,720	\$0	\$17,958	\$0	\$17,958

III.B = Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits	\$0	\$12,720	\$0	\$17,958	\$0	\$17,958
Contractual	\$0	\$0	\$0		\$0	
Supplies	\$0	\$0	\$0		\$0	
Travel			\$0		\$0	
Other controllables	\$0	\$0	\$0		\$0	
Capital Outlays			\$0		\$0	
Inter-fund Transfers			\$0		\$0	
Debt Service			\$0		\$0	
Total:	\$0	\$12,720	\$0	\$17,958	\$0	\$17,958

Attachment A

**Yard Debris Collection Programs
Cost of Service as January 1, 2013**

	Total Customers	Current County Contract Cost	County Contract Cost Effective August 1, 2013	Annual Cost Reduction	Percent Cost Reduction
Urban Clark County Monthly Cost	23,181	\$6.96	\$5.87	\$13.08	-16%
City of Battle Ground Monthly Cost	2,352	\$6.96	\$5.87	\$13.08	-16%
Town of Yacolt Monthly Cost	125	\$6.96	\$5.87	\$13.08	-16%
City of La Center* Monthly Cost	516	\$6.39	\$5.87	\$6.24	-8%

*Service in La Center is currently provided under State franchise

INTERLOCAL AGREEMENT

EN 13-20

THIS AGREEMENT for governmental services, pursuant to RCW 39.34.080, is entered into between Clark County, State of Washington ("County") and the City of Battle Ground ("City").

WHEREAS, City and County have agreed to cooperate to achieve waste reduction goals set forth in the Clark County Comprehensive Solid Waste Management Plan; and

WHEREAS, City and County have entered into interlocal agreements which include the City in recycling programs developed and contracted by County; and

WHEREAS, The County/City curbside recycling collection program has been operating successfully since 1996 through a contract administered by County; and

WHEREAS, On June 27, 2012, the County released Request for Proposal #626 Collection of Residential Yard Debris in Unincorporated Clark County and the City of Battle Ground; and

WHEREAS, County selected the proposal submitted by Waste Connections of Washington, Inc. as the most responsive and competitively priced; and

WHEREAS, County negotiated a Contract with Waste Connections of Washington, Inc.; and

WHEREAS, On December 11, 2012 County executed a Yard Debris Collection Contract ("Contract") with Waste Connections of Washington Inc.; and

WHEREAS, The City has had the opportunity to review the negotiated Contract, and desires to continue participating in the County/City yard debris recycling collection program;

NOW THEREFORE, IT IS AGREED THAT:

- 1.) Services. The County shall administer the program for the collection and recycling of yard debris from single-family and multi-family residences within the City urban services area. The service shall be performed by the vendor selected and contracted by County
- 2.) Term. Unless the Contract is terminated early or canceled, the term of this interlocal agreement shall coincide with the term of the Contract, including any extensions thereof, provided that the City is afforded opportunity to review and comment prior to County approval of extension of the Contract

- 3.) Amendments. The County shall not amend the terms of the Contract without the written consent of the City in advance which shall not be unreasonably withheld or delayed.
- 4.) Fees for service. The City hereby establishes fees for collection service as set forth in the attached Contract, which shall be the same for City residents as for residents of the unincorporated urban areas of Clark County.
- 5.) Administrative Expenses. The County shall be entitled to retain fees collected pursuant to the Contract that are intended to offset the cost of governmental administration of the recycling services and programs.

ENTERED INTO this 25th day of June 2013

Attest:

by Rebecca Jitor
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON

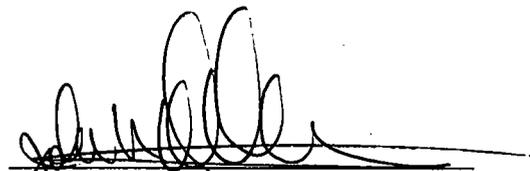
By [Signature]

Approved as to Form

By Lawrence Watters
Lawrence Watters
Civil Deputy Prosecutor

Executed on this day 6 of May 2013

City of Battle Ground



John M. Williams, City Manager or Designee

Attest:



Kay Kammer, City Clerk

Approved as to Form Only:

Brian Wolfe
City Attorney



INTERLOCAL AGREEMENT

EN 13-21

THIS AGREEMENT for governmental services, pursuant to RCW 39.34.080, is entered into between Clark County, State of Washington ("County") and the City of La Center ("City").

WHEREAS, City and County have agreed to cooperate to achieve waste reduction goals set forth in the Clark County Comprehensive Solid Waste Management Plan; and

WHEREAS, City and County have entered into interlocal agreements which include the City in recycling programs developed and contracted by County; and

WHEREAS, The County/City curbside recycling collection program has been operating successfully since 1996 through a contract administered by County; and

WHEREAS, On June 27, 2012, the County released Request for Proposal #626 Collection of Residential Yard Debris in Unincorporated Clark County and the City of Battle Ground; and

WHEREAS, County selected the proposal submitted by Waste Connections of Washington, Inc. as the most responsive and competitively priced; and

WHEREAS, County negotiated a Contract with Waste Connections of Washington, Inc.; and

WHEREAS, On December 11, 2012 County executed a Yard Debris Collection Contract ("Contract") with Waste Connections of Washington Inc.; and

WHEREAS, The City has had the opportunity to review the negotiated Contract, and desires to continue participating in the County/City yard debris recycling collection program;

NOW THEREFORE, IT IS AGREED THAT:

- 1.) Services. The County shall administer the program for the collection and recycling of yard debris from single-family and multi-family residences within the City urban services area. The service shall be performed by the vendor selected and contracted by County
- 2.) Term. Unless the Contract is earlier terminated or canceled, the term of this interlocal agreement shall coincide with the term of the Contract, including any extensions thereof, provided that the City is afforded opportunity to review and comment prior to County approval of extension of the Contract

- 3.) Amendments. The County shall not amend the terms of the Contract without the written consent of the City in advance which shall not be unreasonably withheld or delayed.
- 4.) Fees for service. The City hereby establishes fees for collection service as set forth in the attached Contract, which shall be the same for City residents as for residents of the unincorporated urban areas of Clark County.
- 5.) Administrative Expenses. The County shall be entitled to retain fees collected pursuant to the Contract that are intended to offset the cost of governmental administration of the recycling services and programs.

ENTERED INTO this 25th day of June 2013

Attest:

by Rebecca Jiltoz
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON

By [Signature]

Approved as to Form

By Lawrence Watters
Lawrence Watters
Civil Deputy Prosecutor

Attachment A

**Yard Debris Collection Programs
Cost of Service as January 1, 2013**

	Total Customers	Current County Contract Cost	County Contract Cost Effective August 1, 2013	Annual Cost Reduction	Percent Cost Reduction
Urban Clark County					
Monthly Cost	23,181	\$6.96	\$5.87	\$13.08	-16%
Service Provided under County Contract					
City of Battle Ground					
Monthly Cost	2,352	\$6.96	\$5.87	\$13.08	-16%
Service Provided under County Contract					
Town of Yacolt					
Monthly Cost	125	\$6.96	\$5.87	\$13.08	-16%
Service Provided under County Contract					
City of La Center					
Monthly Cost	516	\$6.39	\$5.87	\$6.24	-8%
Service Provided under State Franchise					

INTERLOCAL AGREEMENT

EN 13-22

THIS AGREEMENT for governmental services, pursuant to RCW 39.34.080, is entered into between Clark County, State of Washington ("County") and the Town of Yacolt ("Town").

WHEREAS, Town and County have agreed to cooperate to achieve waste reduction goals set forth in the Clark County Comprehensive Solid Waste Management Plan; and

WHEREAS, Town and County have entered into interlocal agreements which include the Town in recycling programs developed and contracted by County; and

WHEREAS, the County/Town curbside recycling collection program has been operating successfully since 1996 through a contract administered by County; and

WHEREAS, on June 27, 2012, the County released Request for Proposal #626 Collection of Residential Yard Debris in Unincorporated Clark County and the City of Battle Ground; and

WHEREAS, County selected the proposal submitted by Waste Connections of Washington, Inc. as the most responsive and competitively priced; and

WHEREAS, County negotiated a Contract with Waste Connections of Washington, Inc.; and

WHEREAS, on December 11, 2012 County executed a Yard Debris Collection Contract ("Contract") with Waste Connections of Washington Inc.; and

WHEREAS, the Town has had the opportunity to review the negotiated Contract, and desires to continue participating in the County/Town yard debris recycling collection program;

NOW THEREFORE, IT IS AGREED THAT:

- 1.) Services. The County shall administer the program for the collection and recycling of yard debris from single-family and multi-family residences within the Town urban services area. The service shall be performed by the vendor selected and contracted by County.
- 2.) Term. Unless the Contract is earlier terminated or canceled, the term of this interlocal agreement shall coincide with the term of the Contract, including any extensions thereof, provided that the Town is afforded opportunity to review and comment prior to County approval of extension of the Contract.
- 3.) Amendments. The County shall not amend the terms of the Contract without the written consent of the Town in advance which shall not be unreasonably withheld or delayed.

- 4.) Fees for service. The Town has by Resolution established fees for collection service as set forth in the Contract which shall be the same for Town residents as for residents of the unincorporated urban areas of Clark County.
- 5.) Administrative Expenses. The County shall be entitled to retain fees collected pursuant to the Contract that are intended to offset the cost of governmental administration of the recycling services and programs.

ENTERED INTO this 25th day of June 2013.

Attest:

by Rebecca J. Jota
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON

by Don Beck

Approved as to Form:

by Lawrence Watters
Lawrence Watters
Civil Deputy Prosecutor

Executed on this day 3rd day of June, 2013

TOWN OF YACOLT

Jeff Carothers
Jeff Carothers, Town Mayor

Attest:
Cindy Marbut
Cindy Marbut, Town Clerk

Approved as to Form Only:
David W. Ridenour
David W. Ridenour
Town Attorney

