

CLARK COUNTY STAFF REPORT

DEPARTMENT: General Services: Campus Development Fund (1027)

DATE: February 8, 2019

REQUESTED ACTION:

Approve an Interlocal Agreement for Parking Enforcement Services with the City of Vancouver

Consent Hearing County Manager

BACKGROUND

This agreement between the City of Vancouver and Clark County will renew an expiring agreement between both jurisdictions where the City provides a service to the County for parking enforcement of the metered county parking spots. The city collects all revenue from the parking tickets issued and assumes all cost associated with the ticketing process. Adjustments were made from the previous contract to reflect current service levels and remove the collection of money from the meters by the City. The collection of the money from the meters is now done by county employees.

COUNCIL POLICY IMPLICATIONS

ADMINISTRATIVE POLICY IMPLICATIONS

This agreement implements the policies adopted within the Parking Plan.

COMMUNITY OUTREACH

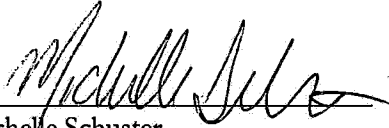
BUDGET IMPLICATIONS

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.

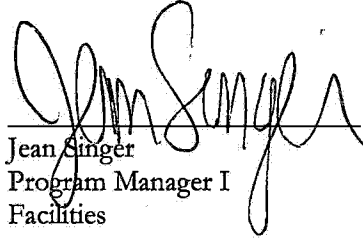
BUDGET DETAILS

Local Fund Dollar Amount	\$0
Grant Fund Dollar Amount	\$0
Account	Campus Development Fund (1027)
Company Name	City of Vancouver

DISTRIBUTION: Copies to: Michelle Schuster, Jean Singer Original to: Karen Kumpula-COV
Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Michelle Schuster
Program Manager III
Budget and Finance



Jean Singer
Program Manager I
Facilities

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: Feb. 26, 2019

SR# 25-19

APPROVED: _____
Shawn W. Hennessee, County Manager

DATE: _____

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

This agreement has no budgetary impact.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Total						

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
Total							

III. B – Expenditure by object category

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

To be posted on
City of Vancouver website.

Please return to:
Vancouver City Clerk
P.O. Box 1995
Vancouver, WA 98668-1995

**INTERLOCAL AGREEMENT FOR
PARKING ENFORCEMENT**

BETWEEN

Clark County, Washington

1300 Franklin Street, PO Box 5000, Vancouver, WA 98666-5000 (564) 397-2323

AND

The City of Vancouver

PO Box 1995, Vancouver, WA 98668-1995 (360) 487-8600

Interlocal Agreement Period

Beginning: January 1, 2019

Ending: December 31, 2023

Interlocal Agreement: # _____

Services and materials provided by City

Estimate for services: \$7,250 based on prior year
revenue

City Project Contact: Karen Kumpula, Parking Supervisor

(360) 487-8656

County Contact: General Services Director

(564) 397-2323

The following exhibits are attached as part of this Interlocal Agreement:

- o Exhibit 1 - Map of Clark County Public Service Building and parking lot
- o Exhibit 2 - Map of CRESA 911 parking Meters

I. PURPOSE AND BACKGROUND

- A. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, between The City of Vancouver, a municipal corporation and charter city of the first class in the State of Washington (hereinafter referred to as "City"), and Clark County Washington, a political subdivision of the State of Washington (hereinafter referred to as "County").
- B. Pursuant to RCW 39.34 RCW, the purpose of this Interlocal Agreement is as set forth in Article I (purpose and Background). Its duration is as specified in Article (Duration of Agreement). Its method of termination is set forth in Article III (Termination of Agreement). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
- C. The City currently has a Parking Enforcement Division which enforces all parking laws on all city streets and city owned parking lots within the city limits of Vancouver, Washington.
- D. The purpose of this Agreement is for the City to provide parking enforcement services for the County. The County has requested that the City be responsible for all parking enforcement of the metered parking spaces both within the covered parking spaces of the Clark County Public Services Building located at 1300 Franklin St., Vancouver, Washington (hereinafter referred to as "Building"), and those metered spaces in the surface parking lot located to the immediate west of the Building. At the time of this Agreement there are thirty eight (38) meters inside the parking lot and twelve (12) meters in the surface parking lot. The County parking lots and meters are described more accurately on a map attached hereto and incorporated herein as Exhibit #1. Enforcement will occur Monday – Friday from 8am – 5pm.
- E. The County and the City desire to reduce to writing their understanding related to parking enforcement services.
- F. The County requests the assistance of the City in order to provide the following services:
- Provide parking enforcement for all metered spaces located in the covered parking lot adjacent to the Building.
 - Provide parking enforcement for all metered spaces located in the surface parking lot to the immediate west of the Building.
- G. The County will make best efforts to have the Clark County Sheriff grant a limited commission to all City parking enforcement officers granting them the authority to perform the parking enforcement services described in this Agreement, if necessary.
- H. Both parties hereby agree to communicate and cooperate to the fullest extent possible in order to achieve the desired results and avoid incurring excessive or unnecessary costs to either party.

II. DURATION OF AGREEMENT

The term of this Agreement is for the period from January 1, 2019, through December 31, 2023.

III. TERMINATION OF AGREEMENT

Either party may choose to terminate this Agreement by notifying the other party in writing ninety (90) days prior to termination. The County agrees to pay the City for the cost of all services provided through the date of termination of the Agreement.

IV. COUNTY AGREES TO:

- The terms of this Inter-local agreement allowing the City to provide parking enforcement services for all metered spaces in the covered and surface parking lots adjacent to the Building.
- Grant a special limited enforcement commission to the City's Parking Enforcement Officers.
- Collect revenue and perform all maintenance on pay stations.

V. THE CITY AGREES TO:

- Provide parking enforcement for all metered spaces located in the covered parking lot adjacent to the Building.
- Provide parking enforcement for all metered spaces located in the surface parking lot to the immediate west of the Building.

VI. COMPENSATION

- A. Parking Enforcement. The County will authorize or remit to the City all parking enforcement ticket revenue from all the metered spaces covered by this Agreement. The County will not be expected to compensate the City for the salary and wages of the City's Parking Enforcement Officer for time spent enforcing the parking meters described in this Agreement.

VII. AGREEMENT ADMINISTRATION AND COMMUNICATIONS

Contract managers designated by the County and City shall administer this Agreement. Contract managers shall monitor service level provisions of this Agreement. Each quarter, the County and City contract managers shall review service levels, and service delivery. During the term of this Agreement, the respective contract managers will communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

VIII. DISPUTE RESOLUTION

In the event of a dispute between the County and the City regarding the delivery of services under this Agreement which cannot be resolved by their respective designated contract managers, the County Manager and the Vancouver City Manager or their designated

representatives shall review such dispute and options for resolution. The decision of the County Manager and the City Manager regarding the dispute shall be final as between the parties.

IX. INDEPENDENT CONTRACTOR

The City is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the County and the City or between any of the County's or City's employees. The City shall retain all authority for provision of services, standards of performance, discipline, and control of personnel, and other matters incident to the performance of services by the City pursuant to this Agreement. Nothing in this Agreement shall make any employee of the City an employee of the County or any employee of the County an employee of the City for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

X. HOLD HARMLESS AND INDEMNIFICATION

- A. **CITY RESPONSIBILITY.** The City agrees to indemnify, defend, save and hold harmless the County, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by the City pursuant to this Agreement.
1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the County, the City retains the right to participate in said suit if any principal of public law is involved.
 2. This indemnity and hold harmless shall include any claim made against the County by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.
- B. **COUNTY RESPONSIBILITY.** The County agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the provision of services by the City pursuant to this Agreement which relate to the Building, parking lots, parking meters and/or any facility owned by the County.
1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, the County retains the right to participate in said suit if any principal of public law is involved.
 2. This indemnity and hold harmless shall include any claim made against the County by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW.

- C. Except as provided herein, the parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

XI. 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.

XII. NO THIRD PARTY BENEFICIARY

The County does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than the County. The County and the City do not intend there be any third-party beneficiary to this Agreement.

XIII. NOTICE

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

To the City:

CONTRACTUAL ISSUES
City of Vancouver
Attention: Parking Services Manager PO
Box 1995
Vancouver, WA 98668-1995
Telephone: (360) 487-8656

To the County:

CONTRACTUAL ISSUES
Michelle Schuster
Interim Director of General Services
P.O. BOX 5000
Vancouver, WA 98666-5000
Telephone: (564) 397-2323

With a copy to:

City of Vancouver
Attention: City Treasurer
Box 1995
Vancouver WA 98668-1995
Telephone: (360) 487-8448

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

XIV. 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.

XV. AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the authorized agents of both parties.

XVI. RATIFICATION

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

XVII. DOCUMENT EXECUTION AND FILING

The City and County agree that there shall be four (4) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the parties. Upon execution, one executed original of this Agreement shall be retained by the Vancouver City Clerk and one shall be retained by each of the other parties. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040): Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon all parties.

XVIII. SEVERABILITY

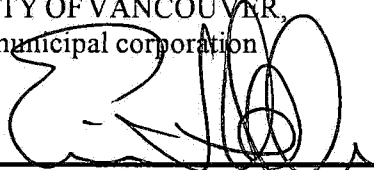
If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

XIX. 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.

The City of Vancouver and Clark County agree to the terms and conditions of this Inter-Local Agreement and its exhibits as listed above by signing below:

CITY OF VANCOUVER,
a municipal corporation


Eric Holmes, City Manager

Date: 2/16/19

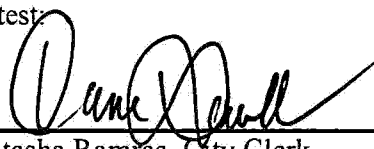
CLARK COUNTY WASHINGTON, a
subdivision of the State of Washington


Eileen Quiring, Chair
County Council

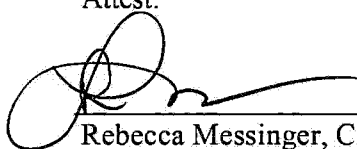
Date: 2/26/2019



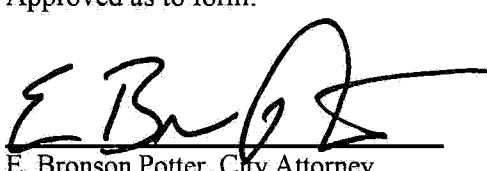
Attest:


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

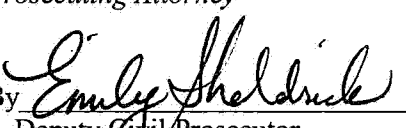
Attest:


Rebecca Messinger, Clerk to the Board

Approved as to form:


E. Bronson Potter, City Attorney

Approved As To Form Only:
ANTHONY F. GOLIK
Prosecuting Attorney

By 
Deputy Civil Prosecutor

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