

**CLARK COUNTY
STAFF REPORT**

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

DATE: September 2, 2014

REQUEST: Authorize the County Administrator to execute Amendment No. 2 to the Professional Services Agreement between Clark County and Burlington Environmental LLC, a subsidiary of PSC Environmental Services LLC, for an annual not-to-exceed amount of \$150,000.

CHECK ONE: Consent Hearing Chief Administrative Officer

BACKGROUND: On November 30, 2009, Clark County entered into a Professional Services Agreement with Burlington Environmental LLC, a subsidiary of PSC Environmental Services LLC, (a licensed hazardous waste contractor). The original agreement provides collection, handling and recycling/disposal services for moderate risk waste (MRW) at the County's satellite collection events, participating paint stores and home collections. Agreement costs are provided, on a unit basis for the specific service and type of waste. The original staff report identified a \$75,000 budget which was amended in 2013 with Amendment No.1 and signed by both parties increasing the budget \$85,000 annually. In 2014 DES began a Green Neighbors Recycling Days' Program which has increased the costs for MRW management. Amendment No. 2 is requesting an increase in the estimated budget to an annual not-to-exceed amount of \$150,000 for all service costs.


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 satellite collection program. As the Solid Waste Program is regional, the County will coordinate with all municipalities for MRW programs.

BUDGET AND POLICY IMPLICATIONS: Funding for this service is included in the approved Environmental Services 2013-14 budget in Fund 4014. The MRW program is funded through the Coordinated Prevention Grant (CPG) from Ecology.

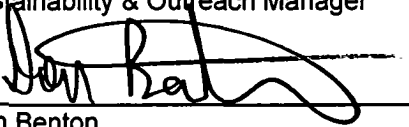
FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

ACTION REQUESTED: Authorize the County Administrator to execute Amendment No. 2 to the Professional Services Agreement between Clark County and Burlington Environmental LLC, a subsidiary of PSC Environmental Services LLC, for an annual not-to-exceed amount of \$150,000.

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



Peter DuBois
Sustainability & Outreach Manager



Don Benton
Director Environmental Services

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS

9/2/14 SR 195-14

Attachment: Professional Services Agreement Amendment No. 2



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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 a licensed hazardous waste contractor to provide collection, handling and recycling/disposal services for moderate risk waste (MRW) at the County's satellite collection events and participating paint stores and home collections. Costs are calculated on a unit basis for the specific service and type of waste. The agreement has an annual not-to-exceed amount of \$150,000. 75% of costs of the program are covered under the Coordinated Prevention Grant. 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	\$157,500.00	\$0.00	\$112,500.00	\$0.00	\$0.00
Fund 4014 - Solid Waste Fund	\$0.00	\$52,500.00	\$0.00	\$37,500.00	\$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
Total:	\$0.00	\$210,000.00	\$0.00	\$150,000.00	\$0.00	\$0.00

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

Revenues are from the Department of Ecology Coordinated Prevention Grant and solid waste system disposal contract and recycling contracts. This Agreement will not exceed \$150,000. This 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	\$210,000.00	\$0.00	\$150,000.00	\$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	\$210,000.00	\$0.00	\$150,000.00	\$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	\$210,000.00	\$0.00	\$150,000.00	\$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	\$210,000.00	\$0.00	\$150,000.00	\$0.00	\$0.00

EN 14-38

MODIFICATION OF CONTRACT

BETWEEN CLARK COUNTY AND BURLINGTON ENVIRONMENTAL LLC

THIS CONTRACT, entered into between Clark County, hereinafter referred to as the County and Burlington Environmental LLC a subsidiary of PSC Environmental Services LLC dated November 30, 2009 hereinafter referred to as the Contractor is modified as provided below.

WITNESSETH:

WHEREAS, the parties amended this Contract on to extend the term of the original Contract and the compensation to be paid in 2013; and

WHEREAS, the parties have agreed to modify this Contract as follows,

NOW, THEREFORE, in consideration of payments, covenants, and agreements, hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and agree as follows:

I. MODIFICATIONS:

The County and the Contractor hereby agree to the following modification of the original contract.

- A. The maximum annual compensation is increased from \$85,000.00 to \$150,000.00.
- B. The duties are modified to include services necessary for the Green Neighbors Recycling Days' Program.

II. REASONS FOR MODIFICATIONS:

- A. To provide additional compensation needed to fund the Green Neighbor Recycling Days' Program. The termination date is not extended by this modification.
- B. Except as modified above all existing terms and conditions remain in full force and effect.

III. ENTIRE CONTRACT

The parties agree that this contract is the complete expression of the terms hereto and any oral representations or understanding not incorporated herein are excluded. Further, any modification of this contract shall be in writing and signed by both parties. Failure to comply

with any of the provisions stated herein shall constitute material breach of contract and cause for termination.

Both parties recognize that time is of the essence in the performance of the provisions of this contract.

The parties also agree that the forgiveness of the non-compliance of any provision of this contract does not constitute a waiver of the provisions of this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first hereinabove written.

FOR CLARK COUNTY


County Administrator

APPROVED AS TO FORM


Deputy Prosecuting Attorney

For CONTRACTOR:

Signature

Date:

Title

CLARK COUNTY
STAFF REPORT

Handwritten initials: JCN

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

DATE: August 27, 2013

REQUEST: Authorize the County Administrator to execute Amendment No. 1 to the Professional Services Agreement between Clark County and Burlington Environmental LLC, a subsidiary of PSC Environmental Services LLC, for an annual not-to-exceed amount of \$85,000.

CHECK ONE: Consent Hearing Chief Administrative Officer

BACKGROUND: On November 30, 2009, Clark County entered into a Professional Services Agreement with Burlington Environmental LLC, a subsidiary of PSC Environmental Services LLC, a licensed hazardous waste contractor. The original agreement provides collection, handling and recycling/disposal services for moderate risk waste (MRW) at the County's satellite collection events, participating paint stores and home collections. Costs are calculated on a unit basis for the specific service and type of waste. The original staff report authorized a \$75,000 annual budget; however the need for services has increased beyond this amount. The amendment increases the annual budget from \$75,000 to \$85,000 for all service costs. The amendment also formalizes extension language for two 2-year extensions, which was previously included in the agreement Exhibits and RFP but not the agreement.

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 satellite collection program. As the Solid Waste Program is regional, the County will coordinate with all municipalities for MRW programs.

BUDGET AND POLICY IMPLICATIONS: Funding for this service is included in the approved Environmental Services 2013-14 budget in Fund 4014. The MRW program is partially funded through the Coordinated Prevention Grant from Washington Department of Ecology.

FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

ACTION REQUESTED: Authorize the County Administrator to execute Amendment No. 1 to the Professional Services Agreement between Clark County and Burlington Environmental LLC, a subsidiary of PSC Environmental Services LLC, for an annual not-to-exceed amount of \$85,000.

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

Anita Largent
Sustainability & Outreach Manager

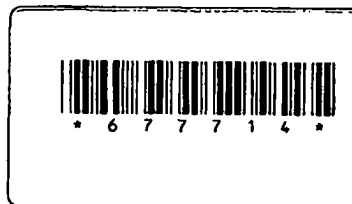
Handwritten signature of Don Benton

Don Benton
Director Environmental Services

APPROVED: *August 27, 2013*
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS

SR 171-13

Attachment: Professional Services Agreement Amendment No. 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 a licensed hazardous waste contractor to provide collection, handling and recycling/disposal services for moderate risk waste (MRW) at the County's satellite collection events. Costs are calculated on a unit basis for the specific service and type of waste. The agreement has an annual not-to-exceed amount of \$85,000. 75% of costs of the program are covered under the Coordinated Prevention Grant. 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
Department of Ecology Grant	\$0.00	\$127,500.00		\$63,750.00		
Fund 4014/Solid Waste		42,500.00		21,250.00		
Total:	\$0.00	\$170,000.00	\$0.00	\$85,000.00	\$0.00	\$0.00

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

Revenues are from the Department of Ecology Coordinated Prevention Grant and solid waste system revenues from the solid waste system disposal contract and recycling contracts. This does not impact the General Fund.

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		\$0.00	\$170,000.00		\$85,000.00		
Total:		\$0.00	\$170,000.00	\$0.00	\$85,000.00	\$0.00	\$0.00

III.B = Expenditure by object category

4014 / Solid Waste Fund	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits		\$0.00				
Contractual	\$0.00	\$170,000.00		\$85,000.00		\$0.00
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total:	\$0.00	\$170,000.00	\$0.00	\$85,000.00	\$0.00	\$0.00

**PROFESSIONAL SERVICES AGREEMENT
AMENDMENT No. 1**

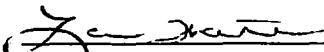
The attached PROFESSIONAL SERVICES AGREEMENT between CLARK COUNTY and Burlington Environmental LLC a subsidiary of PSC Environmental Services LLC dated November 30, 2009 is hereby amended as follows:

Section 2. Time. Agreement will be for an initial 2 year period beginning on January 1, 2010 and ending December 31, 2011. Clark County has the right to extend the Agreement for a period of two (2) two (2) year periods, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.

Section 3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice in accordance Exhibit "B", and as listed in revised Appendix E Unit Cost Form attached hereto and incorporated herein by this reference as Exhibit "C". Annual compensation shall not exceed \$85,000.

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

APPROVED AS TO FORM ONLY:
Anthony F. Golik
Prosecuting Attorney



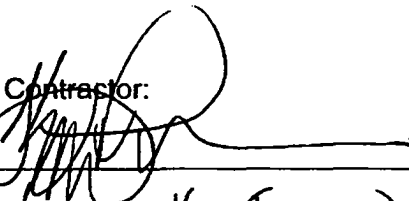
Lare Watters
Deputy Civil Prosecutor

FOR CLARK COUNTY, WASHINGTON:

BY: 

Bill Barron
County Administrator

FOR Contractor:

BY: 

Name: Keith Iverson
Title: GENERAL MANAGER
Date: 8/5/13



CLARK COUNTY
STAFF REPORT

Handwritten initials/signature

DEPARTMENT/DIVISION: Public Works - SOLID WASTE

DATE: October 23, 2009



REQUEST: Authorize the Public Works Director to execute a two-year contract with Burlington Environmental LLC, a subsidiary of PSC Environmental Services LLC, for \$75,000 to conduct mobile collection events of household hazardous waste. Also authorize the County Administrator to sign any extensions or amendments to the contract in an amount not to exceed 10 percent of the contracted amount.

CHECK ONE: Consent Chief Administrative Officer

BACKGROUND: In August, 2009, Clark County issued a Request for Proposals (RFP #560) seeking a licensed hazardous waste contractor to conduct satellite collection events for moderate risk waste (MRW) in 2010 and 2011. After a review of the proposals received, County staff has negotiated a contract with Burlington Environmental LLC, a subsidiary of PSC Environmental Services LLC, to provide these services (operations will be performed out of Philip's Washougal facility).

The satellite collection program will provide one-day collection events for moderate risk waste in the Cities of Battle Ground, Camas, La Center, Ridgefield and Washougal; in the town of Yacolt; and in the communities of Amboy, Dollars Corner, Fern Prairie and Hockinson. The proposed one-day events are intended to supplement existing weekly collection activities at the County's three permanent HHW collection facilities located at Columbia Resource Company's solid waste transfer stations.

The proposed one-day events are intended to provide a safe and convenient disposal opportunity for HHW from residents located in the outlying areas of Clark County. Additional goals are to:

- educate the public about the proper management and disposal of hazardous waste;
- increase awareness to the threat to the environment from the improper management and disposal of hazardous waste;
- reduce hazardous waste generation by promoting "smart shopping" and the use of safer alternative products; and,
- increase awareness of the permanent collection facilities.

Two proposals were received by the County from the following vendors in response to the RFP: Clean Harbors Inc. and Burlington Environmental. An Evaluation Committee met and evaluated each proposal based on the criteria and point system established in the RFP (see attached Evaluation Review). The Evaluation Committee initially selected Clean Harbors to begin contract negotiation. During negotiations, it was determined that Clean Harbors was non-responsive in providing information requested by the County. A letter was sent to Clean Harbors on October 9, 2009 advising them that the county had suspended negotiations and detailing the reasons behind that decision (see attached). A letter also dated October 9, 2009 was sent to Burlington Environmental requesting a meeting to begin negotiations. As a result of those negotiations, a Contract was developed and signed by Burlington Environmental.

COMMUNITY OUTREACH: The proposed contract is consistent with County policy to provide program services for County residents that help protect salmon habitats and the environment. The Solid Waste Advisory Commission has been advised of the satellite collection program and is supportive of it..

BUDGET AND POLICY IMPLICATIONS: Contract funding is included in the proposed 2010-11 Solid Waste Program Budget and is partially funded through the Coordinated Prevention Grant (CPG) from Ecology.

FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

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ACTION REQUESTED: Authorize the Public Works Director to execute a two-year contract with Burlington Environmental LLC, a subsidiary of PSC Environmental Services LLC, for \$75,000 to conduct mobile collection events of household hazardous waste. Also authorize the County Administrator to sign any extensions or amendments to the contract in an amount not to exceed 10 percent of the contracted amount.


DISTRIBUTION: Please forward a copy of the approved staff report to Public Works Administration and a copy to Purchasing.


Anita Largent
Solid Waste Program Manager


Peter Capell, P.E.
Public Works Director/County Engineer

PC/aj

APPROVED: November 24, 2009
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS


SR 283-09

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered this 30th day of November 2009, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Burlington Environmental LLC a subsidiary of PSC Environmental Services LLC after this called "Contractor."

WITNESSETH

WHEREAS, the County is requesting a hazardous waste contractor to conduct mobile collection events for conditionally exempt hazardous waste in 2010 and 2011; and,

WHEREAS, the Contractor has the expertise to provide the above stated services;

WHEREAS, the County does not have available the staff nor the expertise to provide such services for the benefit of the services of the County,

NOW, THEREFORE, THE COUNTY AND CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. **Services.** The Contractor shall provide professional services for the County, and to perform those services more particularly set out in the attached Proposal for Services dated August 25, 2009 attached hereto and incorporated herein by this reference as Exhibit "A" and as clarified in Letter of Clarification dated October 14, 2009 attached hereto and incorporated herein by this reference as Exhibit "B".

2. **Time.** The contract shall be deemed effective beginning January 1, 2010.

3. **Compensation.** County shall pay the Contractor for performing said services within 30 days upon receipt of a written invoice in accordance Exhibit "B", and as listed in revised Appendix E Unit Cost Form attached hereto and incorporated herein by this reference as Exhibit "C".

4. **Termination.** The County may terminate this Agreement immediately upon any breach by the Contractor of the duties set forth in this Agreement. Waiver by County of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches of such a duty. Further, County may terminate this Agreement upon immediate notice to Contractor in the event that funding for the project ceases or is reduced in amount. Contractor will be reimbursed for services expended up to the date of termination. Contractor may terminate this Agreement by providing written notice six months in advance to Clark County, stating the reason for termination and the proposed date of termination.

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

6. **Indemnification Clause.** 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, asserting or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making such assurances, Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County. Provided, however, 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 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. 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 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. Agreement Documents. This Agreement consists of this Agreement and Exhibits "A", "B" and "C" which consists of a Proposal of Services, a Letter of Clarification and a revised Appendix E Unit Cost Form. Where provisions of the contract and provisions of the Proposal for Professional Services are inconsistent, the provision contained in the contract shall be controlling.

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

11. Changes. County may, from time to time, require changes in the Scope of Work 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 Contractor, shall be approved by the Public Works Director.

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

13. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, Contractor agrees to keep such information confidential.

14. Conflict of Interest. 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 Agreement 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 this 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. Authority. By their signatures below, the undersigned hereby déclassé they are authorized by the entities they purport to represent to bind such entities to this Agreement.

18. Notices. All notices required under this Agreement shall be deemed relieved within three days of mailing, U.S. postage prepaid, to the recipients indicated below, which recipients and their addresses may be changed from time to time by submitting such change in writing.

County Contact Information

Jim Mansfield
Waste Reduction Specialist
P.O. Box 9810
Vancouver, Washington 98666-9810

Contractor Contact Information

Mike O'Donnell
HHW Business Manager
18000 72nd Ave S. Suite 217
Kent, WA 98032

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

FOR CLARK COUNTY, WASHINGTON:

BY: Peter Capell
Peter Capell, P.E.
Public Works Director/County Engineer

FOR: Contractor

BY: Christopher Dode
Name: Christopher Dode
Title: President
Date: 11-10-09

APPROVED AS TO FORM ONLY

ARTHUR D. CURTIS
Prosecuting Attorney

BY: Lori L. Volkman
Lori L. Volkman
Deputy Civil Prosecutor