

CLARK COUNTY
STAFF REPORT



DEPARTMENT/DIVISION: Board of Commissioners

DATE: November 18, 2014

REQUEST: Renewal of Interlocal Agreement for the County to provide services to the Parks and Receptions Foundation of Vancouver and Clark County.

CHECK ONE: Consent Routine

BACKGROUND: The Parks and Recreation Foundation of Vancouver and Clark County has requested that in-kind assistance from the County continue for the next biennium. This assistance has been provided since 2002.

This renewal provides for the conditions under which basic administrative services will be provided during the 2015-2016 biennial budget and what, in turn, the Foundation will accomplish for the County parks system.

COMMUNITY OUTREACH: None required.

ACTION REQUESTED: Authorize the extension of the subject interlocal agreement between the County and the Foundation for the two year period 2015-2016.

BUDGET IMPLICATIONS: In-kind services (up to a value of \$10,000 per year) to be provided to the Foundation will come from budgeted resources.

POLICY IMPLICATIONS: No policy implications. Legal counsel has reviewed the agreement and opines that the arrangement proposed in the agreement complies with Washington law.

DISTRIBUTION:

County Administrator
General Services Department
Prosecuting Attorney Civil Division
Budget Office
Information Services
Parks Foundation


Mark McCauley
County Administrator

Approved:


CLARK COUNTY BOARD OF
COMMISSIONERS

Nov. 18, 2014

SR 250-14



AGREEMENT

FOR

PROFESSIONAL AND TECHNICAL SERVICES

CO 14-54

THIS IS AN AGREEMENT BETWEEN Clark County, hereinafter referred to as "County", and The Parks and Recreation Foundation of Vancouver and Clark County, hereinafter referred to as "Foundation", to provide certain services and for the County to assist in financial support.

WHEREAS, the County is authorized to financially support parks services; and

WHEREAS, the Board of Commissioners has allocated in-kind services of up to \$10,000 per year for each year since 2002 in order to offset services provided to the County by the Foundation; and

WHEREAS, the foundation was incorporated in May 18, 1999, as a not-for-profit organization to assist in the development and maintenance of parks, open spaces and recreational programs within Clark County; and

WHEREAS, sufficient parks and open space are vital to maintain quality of life for Clark County citizens; and

WHEREAS, Clark County, due to monetary constraints, has neither sufficient staff nor resources to make contact with the numerous land owners and citizens groups who are interested in and wish to be involved in preserving parks and open space within the County; and

WHEREAS, in-kind services shall not be requested or provided which would violate any provision of RCW 42.17.130 which forbids the use of public office or agency facilities directly or indirectly of assisting or campaigning for the election of any person or for the promotion of opposition to any ballot proposition; and

NOW, THEREFORE, it is mutually understood and agreed by the County and the Foundation as follows:

1. **FOUNDATION.**

A. The Foundation will diligently provide supplemental county-wide awareness of the value of parks and recreation.

B. The Foundation will enhance county-wide promotion of parks and facilities and recreational programs

C. The Foundation will assist with future strategic planning for diverse community used of county parklands and programs.

D. The Foundation will provide future funding to help support and expand county park lands and programs.

2. **COUNTY.** In lieu of cash payment for services, the County will provide in-kind services not to exceed \$10,000 per year for the 2015 and 2016 calendar years, as follows:

A. The County will provide printing, in quantity, of such items as brochures, membership envelopes, fundraising flyers, etc. on County equipment. A two-week lead time will be established (estimated value \$5,000 per year).

B. The County will provide on-site Information Technology (IT) support and equipment on an as-needed basis. All equipment purchases or procurements must be pre-approved by the County Administrator. (Estimated value \$5,000 per year.)

3. **MISCELLANEOUS PROVISIONS.**

A. The Foundation will report to the County semi-annually the accomplishments and chief services rendered and the proposed plan of future activities.

B. The Foundation will maintain adequate budgetary and financial records and make available financial information and analysis to meet County requirements.

C. The Foundation will submit to the County by October 1st each year a proposed plan of activities and budget for the next calendar year in keeping with the County's budgetary process.

D. This agreement is for the period January 1, 2015 through December 31, 2016, and may be extended and modified as mutually agreed.

E. The parties recognize that the County and the City of Vancouver may both provide in-kind services to the Foundation in lieu of cash payments for services performed by the Foundation.

4. **LIABILITY AND HOLD HARMLESS.**

The Foundation and the County shall take all precautions necessary and shall be responsible for the safety of their employees, agents, and subcontractors in the performance of the work hereunder. The Foundation shall defend, save and hold harmless the County, its officers, agents, employees and assigns for, from, and against any claim, damages, losses, liability or expenses (including attorney's fees) which arise from the negligent performance of the Foundation's obligations set forth in the Agreement, except those claims, damages, losses, liability, or expenses which arise from the sole negligent acts or omissions of County, its officers, agents, employees, and assigns. Similarly, the County shall defend, save and hold harmless the Foundation, its officers, agents, employees and assigns for, from, and against any claim, damages, losses, liability or expenses (including attorney's fees) which arise from the negligent performance of the County's obligations set forth in the Agreement, except those claims, damages, losses, liability, or expenses which arise from the sole negligent acts or omissions of the Foundation, its officers, agents, employees, and assigns.

5. **TERMINATION.**

This agreement may be terminated by either party upon not less than thirty (30) days written notice.

6. **AMENDMENTS.**

This agreement shall not be altered, changes, or amended except by an instrument in writing executed by the parties hereto. Any changes in the scope of work or compensation shall be mutually agreed upon between County and the Foundation and shall be incorporated in written amendments to this Agreement.

7. **SCOPE OF AGREEMENT.**

This agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written agreement. No agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

8. **GOVERNING LAW/VENUE.**

This agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suite brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

DATED this 18th day of November, 2014.

ATTEST:

Rebecca Asta
Clerk of the Board

CLARK COUNTY BOARD OF COMMISSIONERS

Tom Mielke
Clark County Commissioner, Chair

Approved as to form only:

ANTHONY F. GOWK
CLARK COUNTY PROSECUTING ATTORNEY

BY: Christine Cook
CHRISTINE COOK SR. DEPUTY PROSECUTING ATTORNEY

The "Foundation"

THE PARKS AND RECREATION FOUNDATION OF VANCOUVER AND CLARK COUNTY