

To be posted on  
City of Vancouver website.

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

PU 09-82

**INTERLOCAL AGREEMENT FOR  
PARKING ENFORCMENT AND REVENUE COLLECTION SERVICES**

**BETWEEN**

**Clark County, Washington**  
1300 Franklin Street, PO Box 5000, Vancouver, WA 98666 (360) 397-5025

**AND**

**The City of Vancouver**  
P.O. Box 1995, Vancouver, Washington 98668-1995, (360) 735-8879

**Interlocal Agreement Period**                      **Interlocal Agreement: #** \_\_\_\_\_  
Beginning: July 1, 2009  
Ending: June 30, 2014

Services and materials provided by City      Estimate for services: up to \$1,200/quarter\*  
up to \$4,800/year\*.

\*Refer to Exhibits 2 and 3 for estimated calculations for 2009 costs.

City Project Contact: Michael Jacobs, Parking Services Manger (360) 735-8879  
City Fiscal Contact: Carrie Lewellen, Treasurer (360) 619-1082

County Contact: Mark McCauley, General Services Director (360) 397-2323  
County Fiscal Contact: John Payne, Deputy Treasurer (360) 397-2255

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

- o Exhibit 1 - Map of Clark County Service Building and parking lot
- o Exhibit 2 - 2009 Revenue Collection Salary, Benefit, and Administrative Overhead Costs.
- o Exhibit 3 - 2009 estimated Contract Costs for Coin Processing.

## 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 II. (Duration of Agreement). Its method of termination is set forth in Article III (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article VI (Compensation) and Article VII (Billing Method and Process). 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. The City Parking Enforcement Division also collects all revenue from parking meters.
- D. The purpose of this Agreement is for the City to provide parking enforcement services and to collect revenue for the County. The County desires to have the City do all parking enforcement for 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 forty six (46) meters inside the parking lot and twelve (12) meters in the surface parking lot. The County further desires the City to collect all moneys from the parking meters of both the covered and surface lots. The City will contract with an Armored Car Service provider to count and deposit the County's coin revenue in conjunction with processing the City's coin revenue. The County money will be deposited in a City bank account, but will be monitored and accounted for separately. This revenue will be electronically transferred to the County on a monthly basis. The County parking lots and meters are described more accurately on a map attached hereto and incorporated herein as Exhibit #1.
- E. The County and the City desire to reduce to writing their understanding related to parking enforcement and revenue collection services.
- F. The County requests the assistance of the City in order to provide services including but not limited to the following:

- 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.
  - Collect all money from all parking meters owned by the County in both the covered and surface parking lots adjacent to the Building.
  - Contract with an appropriate party to count and clean all money collected from County parking meters, and to deposit the same in the City's bank account on behalf of the County.
- 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 July 1, 2009 through June 30, 2014.

## **III. TERMINATION OF AGREEMENT**

Either party may choose to terminate this Agreement by notifying the other party in writing 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, and to collect and deposit all moneys from those parking meters.
- Grant a special limited enforcement commission to the City's Parking Enforcement Officers.

## **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.

- Collect all money weekly from all parking meters owned by the County in both the covered and surface parking lots adjacent to the Building.
- Contract with an Armored Car Service provider to count and clean all money collected from County parking meters, and to deposit the same in the City's bank account on behalf of the County.
- The Armored Car Service provider will provide reports each time a deposit is made for the City or the County. The County route will have a specific coin canister identified by a unique number, which will be used by the Armored Car Service provider to identify on their deposit report the total deposit processed for the County. The Armored Car Service provider will deposit all coin meter revenue in the City's bank account. However, the City will account for the City and County revenue separately. On a monthly basis, the City will recap the County deposits on a summary sheet, and transfer the total amount collected to the Clark County Treasurer's Office electronically. At the County's option, the reports may be made available more frequently.

## VI. COMPENSATION

### A. Parking Enforcement

The County will authorize or remit to the City all parking 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 its Parking Enforcement Officer for time spent enforcing the parking meters described in this Agreement.

### B. Revenue Collection

#### 1. Salary, Benefit and Administrative Overhead Costs.

- The County agrees to pay all per hour costs of salary and benefits for a parking maintenance worker's time spent in the collection of money from the parking meters described in this Agreement. Per hour costs will also include any and all cost of living increases and/or salary increases during the term of this Agreement.
- The County agrees to pay for one hour of time per week for the revenue collection, subject to change if the number of meters identified in Section V and Exhibit #1 of this Agreement is increased or decreased.
- The County further agrees to pay an administrative overhead fee equal to ten percent (10%) of the pro-rated salary and benefit costs.
- Exhibit 2 provides an example of how these costs will be calculated.

#### 2. Armored Car Service Contract and Processing Costs.

- The County agrees to pay the pro rata share of the monthly charge for the Armored Car Service to pick up the coin canisters at the Esther Short Building.
- The County agrees to pay 1.25% of the total coins collected weekly to cover the cost of processing the coins.

- The County agrees to pay \$100 per month to cover the banking and City processing costs for billing, accounting, and treasury staff time for reconciliations.
  - The County further agrees to pay a ten percent (10%) administrative overhead fee for all costs associated with the City's armored car service contract and processing.
  - Exhibit 3 provides an example of how these costs will be calculated.
- C. The County will pay properly documented invoices from the City within thirty (30) days of the receipt of the invoice.

## **VII. BILLING METHOD AND PROCESS**

- A. The City will bill the County for parking enforcement and revenue collection charges on a quarterly basis.
- B. The billing invoice will identify the dates of service, the pro rata share for the costs of the armored car service provider, and the amount due for that billing period.
- C. The County can request that the City include sufficient backup documentation to verify the actual services and expenses rendered for the billing period. Any backup documentation supplied with billing invoices will be expected to reconcile to whatever tracking system the City employs.
- D. The County shall timely process its billing invoices and make payment to the City within thirty (30) days from the date that the City sends said invoice to the County. Any County inquiries regarding a City billing should be directed to the Accounts Receivable as indicated in the Notice Section of this Agreement and will not alleviate the County from paying invoices within thirty (30) days.
- E. Payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one percent (1%) per month.

## **VIII. AGREEMENT ADMINISTRATION AND COMMUNICATIONS**

Contract managers designated by the County and City shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. Each quarter, the County and City contract managers shall review service levels, service delivery, and costs. 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.

## **IX. 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 Administrator and the Vancouver City Manager or their

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

#### **X. 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.

#### **XI. HOLD HARMLESS/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 RESONSIBILITY.** 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.

## **XII. 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. Except that the City shall be able to contract with an armored transport company to count, clean, transport and deposit moneys from the County parking meters covered by this Agreement.

## **XIII. 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.

## **XIV. 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) 735-8879

### **BILLING ISSUES**

City of Vancouver  
 Attention: Accounts Receivable  
 PO Box 1995  
 Vancouver, WA 98668-1995  
 Telephone: (360) 619-1076

With a copy to:

City of Vancouver  
Attention: City Treasurer  
PO Box 1995  
Vancouver WA 98668-1995  
Telephone: (360) 619-1082

To the County:

**CONTRACTUAL ISSUES**  
Mark McCauley  
General Services Director  
P.O. BOX 5000  
Vancouver, WA 98666-5000  
(360) 397-2323

**BILLING ISSUES**  
Doug Lasher  
Clark County Treasurer  
PO Box 5000  
Vancouver, WA 98666-5000  
(360) 397-2255

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.

#### **XV. 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.

#### **XVI. 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 duly authorized agents of both parties.

#### **XVII. RATIFICATION**

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

#### **XVIII. 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.

**XIX. 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.

**XX. 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

CLARK COUNTY WASHINGTON, a  
subdivision of the State of Washington

SIGNATURE ON FILE

\_\_\_\_\_  
Pat McDonnell, City Manager

Date: 6-8-09

SIGNATURE ON FILE

\_\_\_\_\_  
Mark Boldt, Chair  
Board of Clark County Commissioners

Date: 7-14-09

SIGNATURE ON FILE

\_\_\_\_\_  
Doug Lasher, County Treasurer

Date: 8/3/09

Attest:

Attest:

SIGNATURE ON FILE

\_\_\_\_\_  
R. Lloyd Tyler, City Clerk  
By: Carrie Lewellen, Deputy City Clerk

SIGNATURE ON FILE

\_\_\_\_\_  
Louise Richards, Clerk to the Board

Approved as to form:

**SIGNATURE ON FILE**

\_\_\_\_\_  
Ted H. Gathe, City Attorney

Approved as to form only:

Arthur D. Curtis  
Prosecuting Attorney

**SIGNATURE ON FILE**

\_\_\_\_\_  
Bronson Potter  
Deputy Prosecuting Attorney

Exhibit 1  
Page 1

PROPOSED  
PARKING  
STRUCTURE

HISTORIC  
PUBLIC SERVICE  
CENTER BUILDING

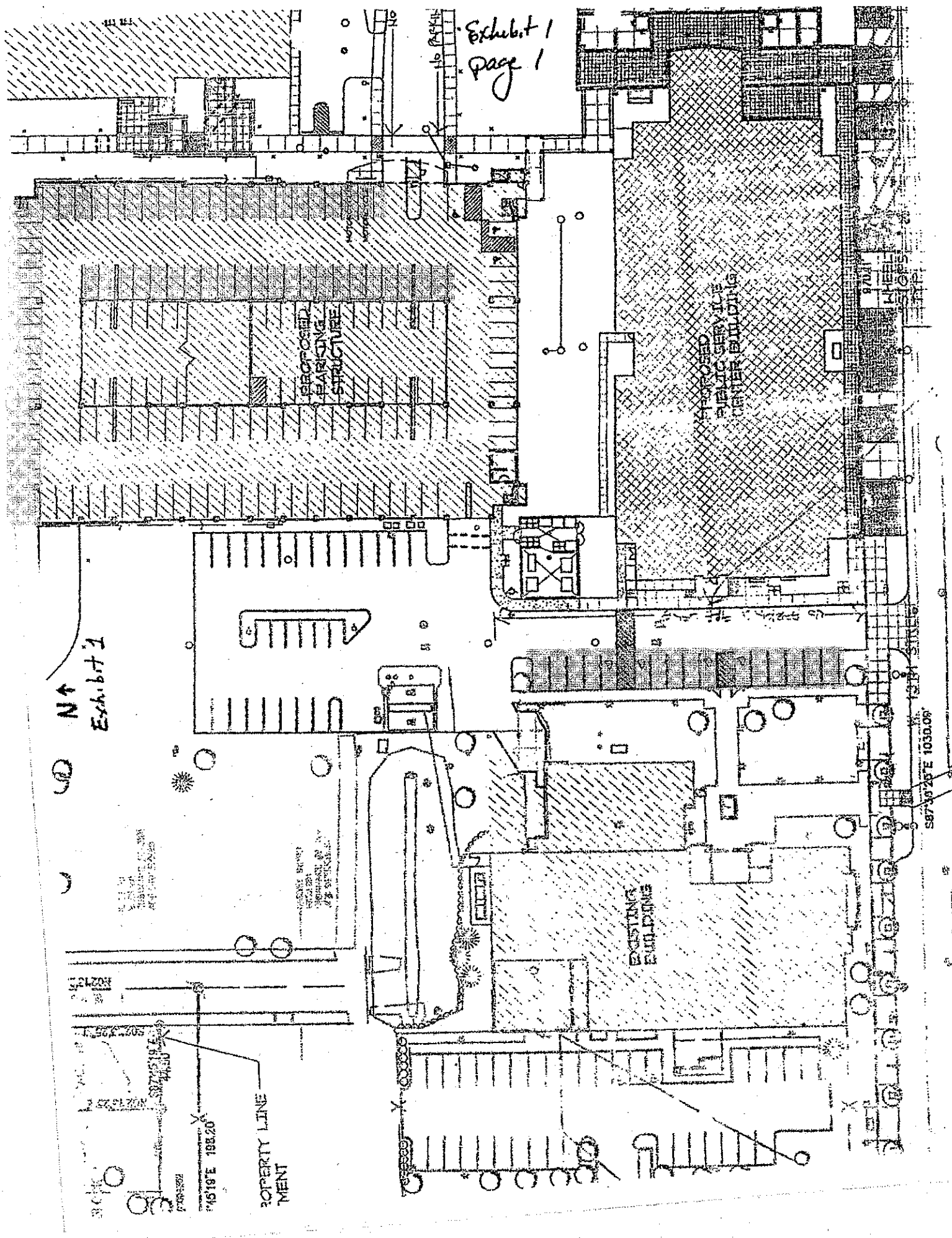
EXISTING  
BUILDING

North Arrow  
Exhibit 1

PLANNING BOARD  
APPROVED  
MAY 12, 1988  
BY  
RESOLUTION NO. 10330

PROPERTY LINE  
MENT  
151°18' E 198.20'  
10330

10330  
10330

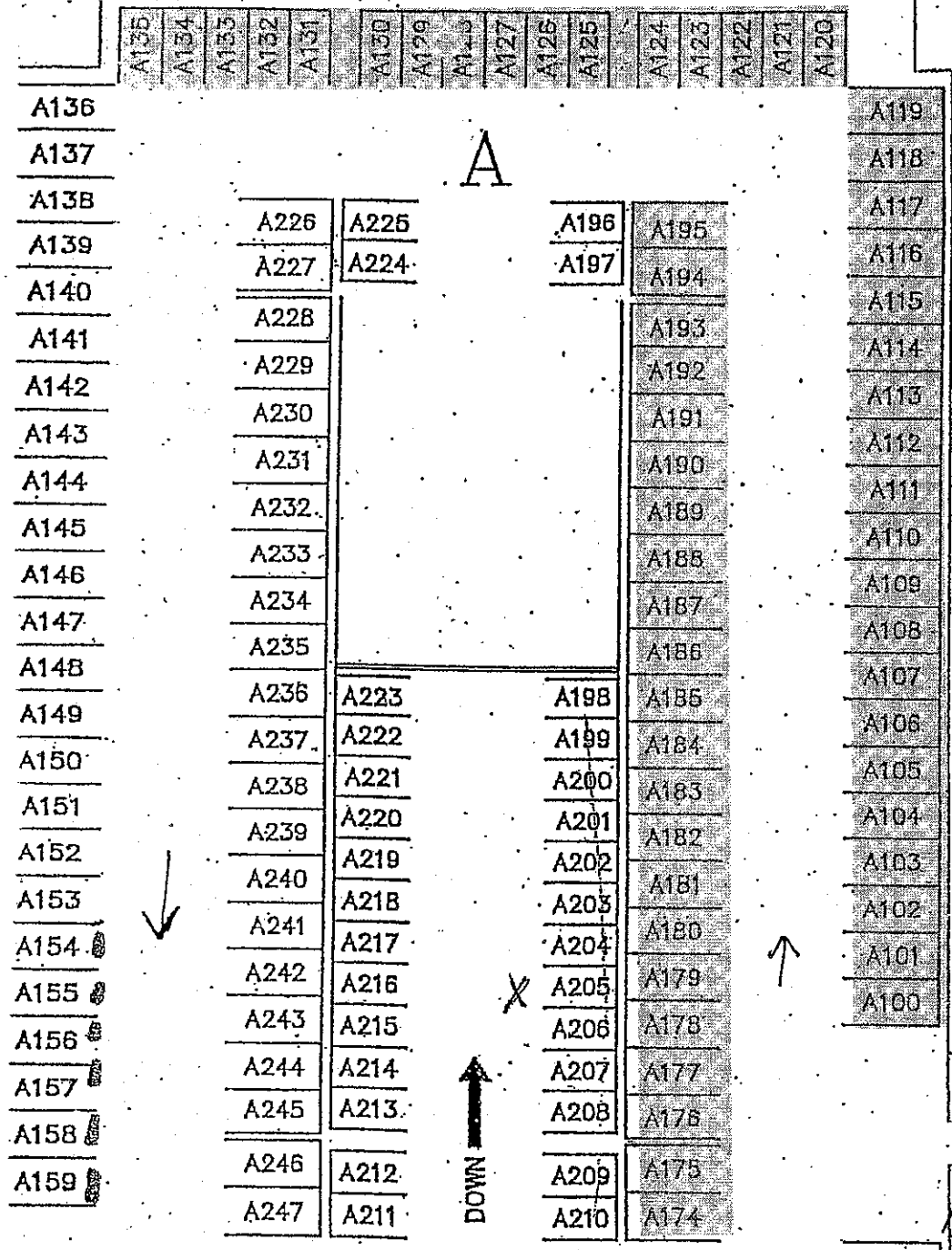


Parking Structure

FRANKLIN ST

ENTRANCE

PARKING METERS



EXIT TO  
911 AREA

HC A173



N

Exhibit 1  
page 3

Parking Lot

EMERGENCY  
SERVICES

5-21-77  
X - METERS

E

1377 CT

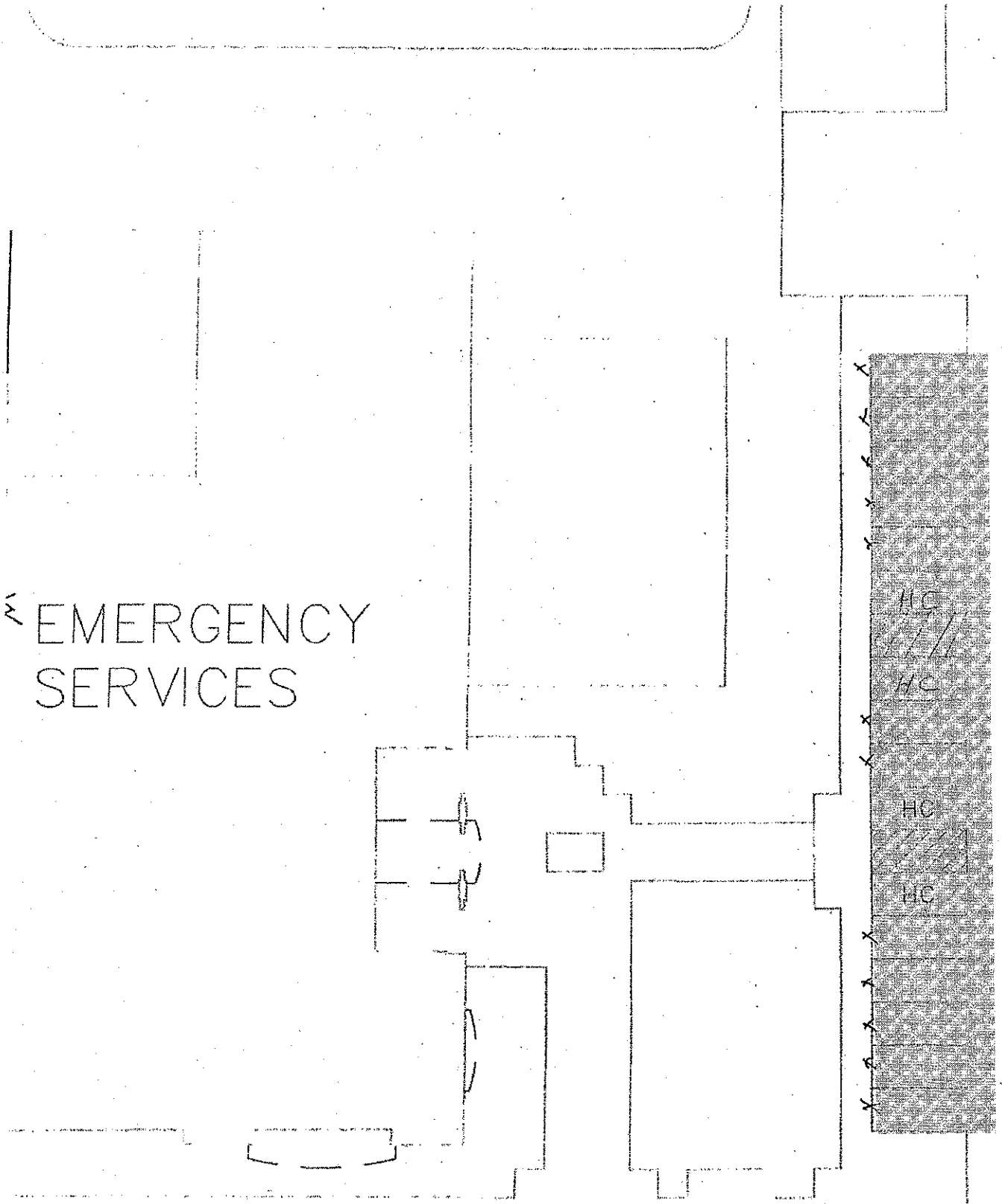


EXHIBIT 2  
 Inter-Local Agreement for  
 Parking Enforcement and Revenue Collection Services  
 Between Clark County, Washington and the City of Vancouver  
**Revenue Collection Salary, Benefit and Administrative Overhead Costs**

2009 Costs <sup>(1)</sup>

Monthly Salary and Wages for Parking Maintenance Worker	\$5,385.80	
Annual Costs (Monthly Wages x 12 months)	\$64,629.60	
Weekly Costs (Annual Costs divided by 52 weeks)	\$1,242.88	
Hourly Costs (Weekly Costs divided by 40 hours)	\$31.07	
# of Hours to provide contract service per week for collection	1.00	
<b>Weekly charge for collection services</b>		<b>\$31.07</b>
Quarterly charge for collection services (wkly chg * 13 wks)		\$403.94
Administrative fee (10% of quarterly charge)		<u>\$40.39</u>
<b>Quarterly billing for revenue collection services</b>		<b><u>\$444.33</u></b>

(1) this amount will be updated annually to reflect COLA increases.

EXHIBIT 3  
 Inter-Local Agreement for  
 Parking Enforcement and Revenue Collection Services  
 Between Clark County, Washington and the City of Vancouver  
**Contract Costs for Coin Processing**

2009 Costs (with assumptions for weekly revenue collected)

1st Quarter

**COIN PROCESSING COSTS**

Monthly Charge to pick up canisters at Esther Short Building	\$108.00	
# of Canisters (including the County's canister) per month <sup>(1)</sup>	54	
Charge per Canister	\$2.00	
Number of County Canisters per quarter (1 collection per week)		13
Quarterly Charge to pick up canisters at Esther Short Building		\$26.00
Quarterly Meter Coin Deposit <sup>(2)</sup>	\$6,539.45	
1.25% cost of processing coins <sup>(2)</sup>		\$81.74

**BANKING and ADMINISTRATIVE COSTS**

Monthly cost to cover banking and city administrative costs for processing the billing, accounting and treasury staff time for reconciliation.	\$100.00	
Quarterly Banking and Administrative Costs		\$300.00

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Total Quarterly Costs <sup>(2)</sup>		\$407.74
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10% Administrative Fee		\$40.77
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<b>Quarterly billing for Coin Processing Costs</b>		<b>\$448.52</b>
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(1) based on an average number of overall collections Oct through Dec 2008  
 (2) An assumption in the original 2009 contract is made for this calculation based on the average quarterly revenue collection from the 2008 quarterly deposit spreadsheets. This amount will change quarterly based on the actual amount of revenue collected from the parking meters. The 1.25% processing fee may change but will be consistent with the charge levied upon the City by the City's contracted armored car transport service.