

**CLARK COUNTY  
STAFF REPORT**

**DEPARTMENT/DIVISION:** Environmental Services / Solid Waste & Environmental Education Division

**DATE:** February 17, 2015

**REQUEST:** Execute an on-call professional services contract for web site design services with Formations Design Group LLC. Total not-to-exceed amount for this contract is \$150,000.

**CHECK ONE:**  Consent  Hearing  Chief Administrative Officer

**BACKGROUND:** The Department of Environmental Services (DES) requires frequent design services and maintenance for existing department environmental outreach web sites based in Joomla. As the county's Information Services Department cannot provide support to Joomla-based sites at this time, Formations Design was selected following a formal competitive process to provide on-call web site design services including Joomla. This three (3) year contract (with an additional two (1) year extensions) gives DES the capacity to enhance and maintain its existing web sites that are beyond staff time and/or skill to do so.

**COMMUNITY OUTREACH:** Deliverables of this agreement will raise local awareness about the need for and benefits of environmental practices including proper recycling practices and reduction of household hazardous waste.

**BUDGET AND POLICY IMPLICATIONS:** The cost for on-call web site design services is not to exceed \$150,000 plus a 10% management reserve (RM) of \$15,000 (\$165,000 total). Funding is included in the approved 2015-16 budget in the Solid Waste Fund (4014).

**FISCAL IMPACTS:**  Yes (see Fiscal Impacts Attachment)  No

**ACTION REQUESTED:** Execute individual on-call professional services contracts for website design services with Formations Design Group LLC. Total not-to-exceed amount for the contract is \$150,000 with a 10% management reserve.

**DISTRIBUTION:** Please return the fully executed contract to the Department of Environmental Services.

  
\_\_\_\_\_  
Peter DuBois  
Solid Waste & Environmental Education Manager

  
\_\_\_\_\_  
Don Benton  
Environmental Services Director

APPROVED:   
\_\_\_\_\_  
CLARK COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS

March 3, 2015  
\_\_\_\_\_  
SR 030-15

Attachments: Professional Services Agreement; RFP #683 Graphic Design Services; RFP evaluation matrix

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## FISCAL IMPACT ATTACHMENT

### Part I: Narrative Explanation

IA - Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information.

Expenditures are for on-call professional services contract for web site design services with Formations Design Group LLC. The agreement has a not-to-exceed amount of \$150,000 plus a 10% management reserve (RM) of \$15,000 (\$165,000 total). 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
Fund 4014 - Solid Waste Fund	\$0.00	\$75,000.00	\$0.00	\$50,000.00	\$0.00	\$25,000.00
	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total:</b>	<b>\$0.00</b>	<b>\$75,000.00</b>	<b>\$0.00</b>	<b>\$50,000.00</b>	<b>\$0.00</b>	<b>\$25,000.00</b>

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

Revenues are from the solid waste system disposal contract and recycling contracts. This Agreement will not exceed \$150,000 plus a 10% management reserve (RM) of \$15,000 (\$165,000 total). 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	\$75,000.00	\$0.00	\$50,000.00	\$0.00	\$25,000.00
		\$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
<b>Total:</b>		<b>\$0.00</b>	<b>\$75,000.00</b>	<b>\$0.00</b>	<b>\$50,000.00</b>	<b>\$0.00</b>	<b>\$25,000.00</b>

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	\$75,000.00	\$0.00	\$50,000.00	\$0.00	\$25,000.00
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
<b>Total:</b>	<b>\$0.00</b>	<b>\$75,000.00</b>	<b>\$0.00</b>	<b>\$50,000.00</b>	<b>\$0.00</b>	<b>\$25,000.00</b>

# Professional Services Agreement

Website Design Services RFP No. 686

THIS AGREEMENT, entered this 3<sup>rd</sup> day of March 2015, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Formations Design Group, LLC, after this called "Contractor."

## WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive bid process by the County RFP # 686 and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in RFP #686 attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform website design services for Clark County on an on-call, as-needed basis. Each service provided under this Agreement will be provided by Task Assignment drafted and submitted by the Contractor. Each Task Assignment will be individually negotiated with the Contractor and shall be issued by writing a Formal Task Assignment Document, similar in form to Exhibit "B". Task Assignments shall be approved by the contract manager, provided that payment for cumulative tasks do not exceed \$150,000, or \$165,000 should the county elect to use its 10% management reserve.

2. Time. The agreement shall be effective beginning immediately upon execution and ending three years thereafter and may be extended in one year increments for two additional years by mutual written agreement signed by both parties.

The remaining provisions of the Agreement will remain in full force and effect.

3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice submitted on a monthly basis at a rate of \$90.00 per hour. The contract amount is not to exceed \$150,000 plus a 10% management reserve for a total amount of \$165,000. The parties mutually agree that in no event shall the amount billing exceed \$150,000 without prior approval of the County.

4. Termination. The County may terminate this Agreement immediately upon any breach by Contractor in the duties of Contractor as set forth in Agreement. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Further, County may terminate this Agreement upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

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

6. Indemnification. The Contractor does release, indemnify and promise to defend and save harmless the County, its officers, officials, employees and agents from and against any and all liability, loss, damages, expenses, actions and claims, including costs and reasonable attorney's fees incurred by the County, its officials, officers, employees and agents in defense thereof, asserted or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or

damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Contract.

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. The 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 now or may during the term of this agreement be enacted as to all persons employed by the 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. Contract Documents: Contract documents consist of this Agreement, Exhibit A, RFP #683 and Exhibit B, Sample of Task Assignment document. The provisions of

this Agreement shall control if there is any inconsistency between the documents.

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

11. **Changes:** Any changes to this document, including changes in the scope of the services to be performed hereunder, and any increase or decrease in the amount of the Contractor's compensation, must be mutually agreed upon by and between County and the Contractor, in writing, signed by both parties and incorporated as written amendments to the Agreement.

12. **Public Records Act:** Notwithstanding the provisions of section 14, below, to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Department of Public Works.

13. **Governing Law.** This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

14. **Confidentiality.** With respect to all information relating to County that is confidential and clearly so designated, and subject to section 12, above, the Contractor

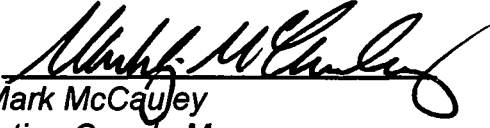
shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Agreement.

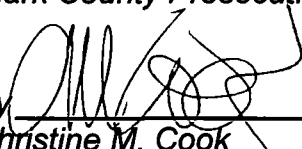
16. Consent and Understanding. This Agreement contains a complete and integrated understanding of the Agreement between the parties and supersedes any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

17. Severability. If any provision of this Agreement is held invalid, the remainder would then continue in full force and effect, and be deemed to conform to the terms and requirements of applicable law.

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

Formations Design Group, LLC  
By \_\_\_\_\_  
Print name \_\_\_\_\_  
Title \_\_\_\_\_  
Date: \_\_\_\_\_

CLARK COUNTY  
By   
Mark McCauley  
Acting County Manager  
Date: 3/4/15

APPROVED AS TO FORM ONLY:  
ANTHONY F. GOLIK  
Clark County Prosecuting Attorney  
By   
Christine M. Cook  
Sr. Deputy Prosecuting Attorney

**Vendor/Contractor:**

Have you or any of your employees who will be directly compensated retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

Yes

No

If yes, please provide the name and social security number for each retiree to Clark County Purchasing.