

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Clean Water Division

DATE: April 25, 2017

REQUESTED ACTION: Authorize the County Manager to execute a contract with the Lower Columbia Estuary Partnership for a Vancouver Lake Watershed Partnership public outreach campaign and authorize the Public Works Director to approve an annual scope of work for the campaign.

 X Consent Hearing County Manager

PUBLIC WORKS GOALS:

- Provide safe and efficient transportation systems in Clark County
- Create and maintain a vibrant system of parks, trails and green spaces
- Continue responsible stewardship of public funds
- Promote family-wage job creation and economic development to support a thriving community
- Maintain a healthy, desirable quality of life
- Increase partnerships and foster an engaged, informed community
- Cultivate a nimble, responsive work force
- Make Public Works a great place to work

BACKGROUND

The Vancouver Lake Watershed Partnership (Partnership) was formed in 2004 by the Port of Vancouver, City of Vancouver and Clark County to bring together private citizens and federal, state and local agencies with interest and jurisdiction over Vancouver Lake and its watershed. A 2006 Intergovernmental Agreement (attached) designated Clark County as the financial agent for the Partnership, which consists of 12 public agency representatives, the Fruit Valley Neighborhood Association and nine citizen members.

The Partnership completed numerous technical studies and planning efforts to support a vision for the future improvement and enjoyment of Vancouver Lake. To continue the work of the Partnership, an educational and outreach campaign, "Experience Vancouver Lake," was developed to provide classroom and on-the-water experiences, volunteer stewardship activities and community forums to engage and educate citizens about this important community resource.

The Partnership has determined the Lower Columbia Estuary Partnership is uniquely qualified to deliver this multipronged outreach program. The campaign already has completed two successful years of outreach, coordinating with more than 660 students and 890 citizens.

COUNCIL POLICY IMPLICATIONS

The contract is for one (1) year with three (3) one-year extension options. The total not-to-exceed cost is \$240,000. The contract would begin May 1, 2017, and end April 30, 2021, presuming all three extensions options are exercised.

Funding for this work is provided through contributions from the City of Vancouver, Port of Vancouver and Clark County under the Intergovernmental Agreement from 2006 – 2016, which has been extended to Dec. 31, 2017. The Partners will update the Intergovernmental Agreement by the end of 2017 to continue this important work.

PW17-048

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ok*

ADMINISTRATIVE POLICY IMPLICATIONS

None

COMMUNITY OUTREACH

The Vancouver Lake Watershed Partnership generated significant community interest and media coverage during the past 10 years. The Experience Vancouver Lake public outreach program will continue building on this work and already has completed two successful years by engaging students and adults in our community.

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.

ED

BUDGET DETAILS

Local Fund Dollar Amount	\$100,000
Partner Fund Dollar Amount	\$140,000
Account	Clean Water Fee funding
Company Name	Lower Columbia Estuary Partnership

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



 Dean Boening
 Clean Water Division Manager



 Heath H. Henderson, PE
 Public Works Director/County Engineer

APPROVED: 

 CLARK COUNTY, WASHINGTON
 BOARD OF COUNTY COUNCILORS

DATE: April 25, 2017

SR# 088-17



APPROVED: _____
 Mark McCauley, County Manager

DATE: _____

CONTRACT

THIS AGREEMENT, entered this 25th day of April, 2017, by and between CLARK COUNTY, WASHINGTON, after this called "County," a municipal corporation of the State of Washington, and LOWER COLUMBIA ESTUARY PARTNERSHIP, a registered 501(c)(3) non-profit organization in the state of Oregon, after this called "Contractor." The County is acting as the financial agent for the VANCOUVER LAKE PARTNERSHIP after this called "Partnership," comprised of the funding partners of Clark County (Washington), City of Vancouver (Washington) and the Port of Vancouver (Washington).

WITNESSETH

WHEREAS, as a vital regional resource, Vancouver Lake fulfills a variety of functions, including wildlife habitat; flood control; wetlands, surface water and ground water hydrology; boating, bird watching, hiking, hunting and other recreational opportunities.

WHEREAS, the Partnership is the result of efforts by the Port of Vancouver, City of Vancouver, Clark County and the Fruit Valley Neighborhood Association, in 2004, to bring federal, state and local public agencies with interest and jurisdiction over Vancouver Lake and its watershed, together with citizen stakeholders (as described in the Interlocal Agreement, Attachment B attached).

WHEREAS, the Partnership has conducted numerous technical studies, planning efforts and outreach messaging for over a decade to support the on-going improvement and enjoyment of Vancouver Lake.

WHEREAS, the Partnership has vetted the options for educational and outreach campaigns from local service providers including experience in hands-on volunteer activities, large canoe paddle events, classroom watershed educational experiences and experience within the Lower Columbia River region and its ecosystem.

WHEREAS, County, acting as financial agent, is requesting professional services support to perform a public outreach campaign on behalf of the Partnership. Each partner will establish annual contributions to the Partnership to support the funding of this contract.

WHEREAS, Contractor has expertise in public outreach and watershed education and is uniquely

qualified to provide professional services related to the Partnership's campaign "Experience Vancouver Lake." The campaign will reach out to students, citizens and stakeholders through a variety of events and activities to enjoy the various aspects of Vancouver Lake. The campaign was initiated in 2015 and successfully provided outreach to over 660 students and 890 adults each year through in-classroom lessons, stewardship activities, big canoe paddle trips and community events.

WHEREAS, County does not have available staff with the expertise to provide such services for the benefit of the County or the Partnership, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as described in Attachment A - Scope of Work. A revised scope of work should be submitted by April 1 each year describing activities and deliverables to be performed based on successful completion of tasks in the previous year. The Partnership shall agree upon the Scope of Work annually and be approved by the Clark County Director of Public Works by April 30 annually.

2. Time. The Agreement shall be deemed effective beginning May 1, 2017 and ending April 30, 2018. Upon successful completion of the initial contract, the County may exercise up to three (3) one-year extensions based on the successful funding commitment of the Partnership. If the funding from the Partnership is not available, the scope of work will be adjusted to meet funding availability for each year. Final contract term is April 30, 2021.

3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice. The parties mutually agree that billing will be at hourly rates and other direct costs as included in Attachment A, and in no event shall the total amount of billing exceed \$60,000 annually without prior written approval of the County.

4. Termination. The County may terminate this Agreement immediately upon any breach of this Agreement by Contractor. The waiver by the County of one or more breaches shall not be held or construed as

a waiver of any other breach or breaches. Further, County may terminate this Agreement upon immediate notice to Contractor in the event that the funding for the project, from wherever obtained, ceases or is reduced in amount. The Contractor will be reimbursed for services performed 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 Clause. The 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, to the extent asserting or arising directly or indirectly on account of or out of the negligent acts, errors, or omissions in the performance of service, or failure to perform service, by Contractor and any employee or officer, pursuant to this Agreement. In making such assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the 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. 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 now required by any city, federal or state legislation, or that may be enacted during the term of this Agreement, as to all persons employed by the Contractor in performance of the work pursuant to this Agreement; and Contractor shall assume exclusive liability therefore, and meet all requirements there under 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, Attachment A hereto, and any written amendments hereto that may be adopted and signed by both parties in the future. If there is a conflict between this Agreement, including its amendments, and Attachment A, this Agreement and its amendments shall prevail.

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

11. Changes. County may, from time to time, require changes in the scope of the services 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 the Contractor, shall be incorporated as written amendments to the Agreement.

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

13. Confidentiality. Contractor agrees to keep confidential all information relating to County, and including preparation materials and communications with the County, unless authorized by County to release the information.

14. Public records act. Notwithstanding the provisions of this Agreement 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 Clark County.

15. Conflict of Interest. The Contractor covenants that neither it nor any employee has an interest and 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 in the performance of this Agreement, no person having such interest shall be employed by it.

16. Consent and Understanding. This Agreement contains a complete and integrated understanding of the 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.

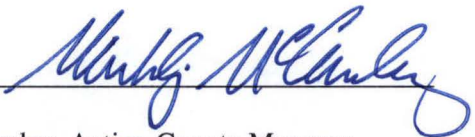
17. Severability. If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

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

LOWER COLUMBIA ESTUARY PARTNERSHIP

CLARK COUNTY, WASHINGTON

By _____

By 

Debrah Marriott, Executive Director

Mark McCauley, ~~Acting~~ County Manager

APPROVED AS TO FORM ONLY
Anthony F. Golik,
Clark County Prosecuting Attorney

By 
Chris Horne, Chief Civil Deputy Prosecuting Attorney