

CLARK COUNTY STAFF REPORT

DEPARTMENT: Public Works / Parks and Lands Division / Legacy Lands Program

DATE: June 27, 2017

REQUESTED ACTION: Authorize the Deputy County Manager to execute a contract with Columbia Land Trust to provide professional services for the Legacy Lands Program

Consent Hearing County Manager

PUBLIC WORKS GOALS:

- Provide a safe, efficient transportation system
- Support a vibrant system of parks and natural areas while preserving the environment
- Continue responsible stewardship of public funds
- Increase partnerships and foster an engaged, informed community
- Empower a skilled, responsive workforce
- Make Public Works a great place to work

BACKGROUND

The Legacy Lands Program issued RFP #720 on April 21, 2017, seeking partnership services for conservation lands acquisition. The RFP sought a non-profit conservation organization to assist with identifying high-value conservation projects and provide land acquisition, grant development, geographic information system and stewardship support to Clark County as needed during the term of the contract. Columbia Land Trust submitted the only proposal to the RFP.

The contract leverages county resources by requiring Columbia Land Trust to commit up to \$50,000 per year in non-county revenues for five years to provide services listed above for mutually agreed to priority projects. Columbia Land Trust's commitment matches up to \$50,000 per year in county revenues for identifying high-value conservation areas, developing funding strategies to conserve priority areas and preparing and administering grants.

COUNCIL POLICY IMPLICATIONS

The contract continues an existing policy. Clark County and Columbia Land Trust have been operating under a similar contract for the last five years. The new contract:

- a) Affirms the positive relationship between the county and Columbia Land Trust and acknowledges the commitment of both entities to the conservation and stewardship of open space, as articulated in RCW 84.34.200.
- b) Formalizes a longstanding partnership that leverages resources in support of mutual goals.
- c) Enhances the capabilities of both organizations to acquire important open space and conservation lands.

ADMINISTRATIVE POLICY IMPLICATIONS

None.

COMMUNITY OUTREACH

None.

PW17-075

BUDGET IMPLICATIONS

The contract is for a five-year period. Budget authority for the contract is included in the adopted 2017-18 budget. Budget authority to continue the agreement beyond the current biennium will be proposed in future biennial budgets.

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.


BUDGET DETAILS

Local Fund Dollar Amount	\$250,000 (\$50,000 per year over five years)
Grant Fund Dollar Amount	NA
Account	Conservation Futures Fund
Company Name	Columbia Land Trust


DISTRIBUTION:

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

Attachments: Professional Services Contract with Columbia Land Trust;
RFP 720


Kevin Tyler
Lands Manager


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


APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: June 27, 2017

SR# SR 135-17



APPROVED: _____
Robert M. Stevens, Deputy County Manager

DATE: _____



RFP #720
PROFESSIONAL, TECHNICAL AND EXPERT SERVICES

Clark County Washington
Release date: Friday, April 21, 2017

Request for Proposal for:

Legacy Lands Partnership Services

PROPOSALS DUE: Tuesday, May 16, 2017 by 3:00 p.m.

Proposal(s) shall be sealed and clearly marked on the package cover with RFP #, Project Title and Company name.

Submit one (1) original and three (3) complete copies of the Proposal to:

Clark County
Office of Purchasing
P.O. Box 5000
1300 Franklin Street, 6th Floor, Suite 650
Vancouver, Washington 98660
(360) 397-2323

Refer Questions to:

Patrick Lee
Program Coordinator, Legacy Lands
Public Works Department, Parks Division
patrick.lee@clark.wa.gov

General Terms and Conditions

ADMINISTRATIVE REQUIREMENTS - Contractors shall comply with all management and administrative requirements established by Washington Administrative Code (WAC), the Revised Code of the State of Washington (RCW), and any subsequent amendments or modifications, as applicable to providers licensed in the State of Washington.

ALL proposals submitted become the property of Clark County. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Clark County has the right to reject or accept proprietary information.

AUTHORSHIP - Applicants must identify any assistance provided by agencies or individuals outside the proposers own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.

CANCELLATION OF AWARD - Clark County reserves the right to immediately cancel an award if the contractual agreement has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In those cases where negotiation of contract activities are necessary, Clark County reserves the right to limit the period of negotiation to sixty (60) days after which time funds may be unencumbered.

CONFIDENTIALLY: Proposer shall comply with all applicable state and federal laws governing the confidentiality of information."

CONFLICT OF INTEREST - All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Clark County or the appropriate Advisory Board may have in the proposing agency or proposed project.

CONSORTIUM OF AGENCIES - Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.

COST OF PROPOSAL & AWARD - The contract award will not be final until Clark County and the prospective contractor have executed a contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Clark County is not responsible for any costs incurred prior to the effective date of the contract. Clark County reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

DISPUTES: Clark County encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP. Written complaints should be addressed to Clark County – Purchasing, P.O. Box 5000, Vancouver, Washington 98666-5000.

DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS - It is the policy of Clark County to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Clark County is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all county services. Clark County's Equal Employment Opportunity Plan is available at <http://www.clark.wa.gov/hr/documents.html>. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with department of Labor Regulations implementing Section 504 of the rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements.

ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM - Clark County has implemented an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, waste from the manufacturing process and waste in packaging. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle. Product criteria have been established on the Green Purchasing List <http://www.clark.wa.gov/general-services/purchasing/erp/environmental.html>

INDEPENDENT PRICE DETERMINATION - The prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

INTERLOCAL AGREEMENT - Clark County has made this RFP subject to Washington State statute RCW 39.34. Therefore the bidder may, at the bidders' option, extend identical prices and services to other public agencies wishing to participate in this RFP. Each public agency wishing to utilize this RFP will issue a purchase order (or contract) binding only their agency. Each contract is between the proposer and the individual agency with no liability to Clark County.

LIMITATION - This RFP does not commit Clark County to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.

LATE PROPOSALS - A proposal received after the date and time indicated above will not be accepted. No exceptions will be made.

ORAL PRESENTATIONS: An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is desired and will be notified of the date, time and location the oral presentation is to be conducted.

OTHER AUDIT/MONITORING REQUIREMENTS - In addition, auditing or monitoring for the following purposes will be conducted at the discretion of Clark County: Fund accountability; Contract compliance; and Program performance.

PRICE WARRANT - The proposal shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the prospective contractor.

PROTESTS must be submitted to the Purchasing Department.

PUBLIC SAFETY may require limiting access to public work sites, public facilities, and public offices, sometimes without advance notice. The successful Proposer's employees and agents shall carry sufficient identification to show by whom they are employed and display it upon request to security personnel. County project managers have discretion to require the successful Proposer's employees and agents to be escorted to and from any public office, facility or work site if national or local security appears to require it.

REJECTION OF PROPOSALS - Clark County reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Clark County to do so.

SUBCONTRACTING - No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Clark County. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.

VERBAL PROPOSALS: Verbal proposals will not be considered in making the award of any contract as a result of this RFP.

WORKERS COMPENSATION INSURANCE – The contractor shall comply with R.C.W. Title 51- with minimum coverage limits of \$500,000 for each accident, or provide evidence that State law does not require such coverage.

FOR ALTERNATIVE FORMATS
Clark County ADA Office; V (360) 397-2025;
TTY (360) 397-2445; ADA@Clark.wa.gov

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Part I Proposal Requirements

Section IA General Information

1. Introduction The purpose of this RFP is to solicit interest in a partnership with a land trust or other qualified non-profit conservation organization in order to increase the current level of effort in Clark County toward protection, enhancement and stewardship of lands important for their fish and wildlife habitat value, low-impact recreation value, and/or that contribute toward satisfaction of the County's environmental mandates and strategic objectives.
2. Background Clark County has sustained a 36-year effort to assemble and protect a system of interconnected conservation areas and open space lands that includes important lakes, rivers, shorelines, wetlands, upland habitat, greenways, farm and forest lands since inception of the Conservation Futures program (now known as the Legacy Lands Program) in 1985. In addition to land acquisition, the program coordinates maintenance, management, stewardship and monitoring activities on conservation lands.
- The County has successfully leveraged our local conservation revenue streams with non-county revenues. However, in the last few years there have been reductions of resources allocated toward many of the grant programs from which we have traditionally drawn and many historic partner agency budgets are in decline. It is important to expand our horizons to tap into grant and other revenue streams from which we have not previously drawn and to develop projects with new partners.
3. Scope of Project The non-profit conservation organization would work independently, but coordinate closely with Clark County, to accomplish the following:
1. Identify high value conservation projects that meet the County's strategic environmental objectives and specific funding and partnership strategies through which they may be implemented.
 2. Provide land acquisition, grant development, geographic information system and stewardship support to the County as may be needed during the term of the agreement.
4. Project Funding The County will commit \$50,000 per year to this partnership effort over a five year period. The non-profit conservation organization is expected to commit at least an equal amount from non-county revenues. A one to one [1:1] match is not required for each invoice submitted to the county for reimbursement. However, during each year of the agreement, the successful proposer will contribute at least as much as the county toward the partnership effort.
5. Timeline for Selection The following dates are the **intended** timeline:
- | | |
|------------------------------------|---------------|
| Proposals due | May 16, 2017 |
| Proposal review/evaluation period | May 26, 2017 |
| Selection committee recommendation | May 30, 2017 |
| Contract negotiation/execution | June 20, 2017 |
| Contract intended to begin | July 1, 2017 |
6. Employment Verification To be considered responsive to any formal Clark County Bid/RFP or Small Works Quote, all vendors shall submit before, include with their response or within 24 hours after submittal, a recent copy of their E-Verify MOU or proof of pending enrollment. The awarded contractor shall be responsible to provide Clark County with the same E-Verify enrollment documentation for each sub-contractor (\$25,000 or more) within thirty days after the sub-contractor starts work. Subcontractors that are sole proprietors are exempt from this requirement.

Contractors and sub-contractors shall provide a report(s) showing status of new employee's hired after the date of the MOU. The status report shall be directed to the county department project manager at the end of the contract, or annually, whichever comes first. E-Verify information and enrollment is available at the Department of Homeland Security web page: www.dhs.gov/E-Verify

How to submit the MOU in advance of the submittal date:

1. Hand deliver to 1300 Franklin St, Suite 650, Vancouver, WA 98660, or;
2. Fax to (360) 397-6027, or;
3. E-mail: beth.balogh@clark.wa.gov

Note : *Sole Proprietors are exempt.*

Section IB

Work Requirements

1. Required Services

The non-profit conservation organization would work independently, but coordinate closely with Clark County, to accomplish the following:

1. Identify high value conservation projects that meet the County's strategic environmental objectives
2. Develop specific funding and partnership strategies through which they may be implemented.
3. Provide land acquisition, grant development, geographic information system and stewardship support to the County as may be needed during the term of the agreement. This may include contracting with specific subcontractors such as appraisers, environmental assessment firms, cultural resource professionals, etc. When such subcontractors are required, proposer is responsible for soliciting quotes from at least three qualified firms/professionals for each specific service needed. Proposer will coordinate closely with the County's project manager in making subcontractor selection decisions.

2. County Performed Work

Clark County adopted the Conservation Areas Acquisition Plan in 2014 working closely with key stakeholders. This document is the principal guiding document for the Legacy Lands Program. It is likely that amendments to this document will be an outgrowth of the partnership effort. Procedurally, county also follows guidance documents from the Washington Recreation and Conservation Office (RCO) when pursuing priority conservation and stewardship projects in order to be eligible for grant funds administered by RCO.

3. Deliverables & Schedule

Project Identification: Compile a list of opportunities by May 31 of each year. Identify significant conservation and stewardship opportunities in Clark County and prepare a list of potential partners and stakeholders with which to coordinate in order to move projects toward implementation. Identify important funding sources through which to pursue implementation of priority conservation projects.

The County recognizes that bringing projects forward from project development to successful implementation may take several years. As projects are successfully implemented, abandoned or deferred, it will be important to refresh the list of priority projects and pursue their implementation.

Project Implementation: Pursue necessary revenues and partnerships to complete priority conservation and stewardship projects. This may include projects already in the development stage, opportunities identified during annual project identification, as well new or unanticipated conservation and stewardship opportunities that arise. It will also involve coordination in the development of grant applications and partnerships in order to leverage available local funding.

Reimbursement: The County will compensate the successful proposer on a reimbursement basis. Proposer must be prepared to expend their own resources and seek reimbursement from the county for work completed pursuant to the scope-of-work. County prefers that reimbursement invoices, with the appropriate supporting documentation, be submitted by proposer on a bi-monthly (every other month) schedule.

4. Place of Performance

Contract performance may take place in the County's facility, the Proposer's facility, a third party location or any combination thereof.

5. Period of Performance

A contract awarded as a result of this RFP will be for five years and is intended to begin on July 1, 2017.

Clark County reserves the right to extend the contract resulting from this RFP for a second five-year period, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.

6. Insurance/Bond

A. Commercial General Liability (CGL) Insurance written under ISO Form CG0001 or its latest equivalent with minimum limits of \$1,000,000 per occurrence and in the aggregate for each one year policy period. This policy will renew annually. This coverage may be any combination of primary, umbrella or excess liability coverage affording total liability limits of not less than \$1,000,000 per occurrence and in the aggregate. However, if other policies are added they must be a follow-form policy in language, renewal date, and have no more exclusions than the underlying coverage. Products and Completed Operations coverage shall be provided for a period of three years following Substantial Completion of the Work. The deductible will not be more than \$50,000 unless prior arrangements are made with Clark County on a case by case basis; the criterion is the Contractor's liquidity and ability to pay from its own resources regardless of coverage status due to cancellation, reservation of rights, or other no-coverage-enforce reason. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

B. Automobile

If the Proposer or its employees use motor vehicles in conducting activities under this Contract, liability insurance covering bodily injury and property damage shall be provided by the Proposer through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit. If the Proposer does not use motor vehicles in conducting activities under this Contract, then written confirmation to that effect on Proposer letterhead shall be submitted by the Proposer.

C. Proof of Insurance

Proof of Insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD Certificate(s) of Liability Insurance, which the Proposers shall provide to Clark County.

Each certificate will show the coverage, deductible and policy period. Policies shall be endorsed to state that coverage will not be suspended, voided, canceled or reduced without a 30 day written notice by mail. It is the Proposer's responsibility to provide evidence of continuing coverage during the overlap periods of the policy and the contract.

All policies must have a Best's Rating of A-VII or better.

7. Plan Holders List

All proposers are required to be listed on the plan holders list.
✓ Prior to submission of proposal, please confirm your organization is on the Plan Holders List below:

To view the Plan Holders List, please click on the link below or copy and paste into your browser.

Clark County RFP site:

<http://www.clark.wa.gov/general-services/purchasing/rfp.html>

If your organization is NOT listed, submit the 'Letter of Interest' to ensure your inclusion. See Attachment B.

Proposals received by Clark County by proposers not included on the Plan Holders List may be considered non-responsive.

Part II Proposal Preparation and Submittal

Section IIA Pre-Submittal Meeting / Clarification

- 1. Pre-Submittal Meeting There will be no pre-submittal meeting for this project.
- 2. Proposal Clarification Questions and Requests for Clarification regarding this Request for Proposal must be directed in writing, via email, to the person listed on the cover page. The deadline for submitting such questions/clarifications is May 5, 2017

An addendum will be issued no later than May 10, 2017 to all recorded holders of the RFP if a substantive clarification is in order.

The Questions & Answers/Clarifications are available for review at the link below. Each proposer is strongly encouraged to review this document prior to submitting their proposal.

Clark County RFP site:

<http://www.clark.wa.gov/general-services/purchasing/rfp.html>

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### Section IIB Proposal Submission

- 1. Proposals Due Sealed proposals must be received no later than the date, time and location specified on the cover of this document.

The outside of the envelope/package shall clearly identify:

- 1. RFP Number and;
- 2. TITLE and;
- 3. Name and address of the proposer.

Responses received after submittal time will not be considered and will be returned to the Proposer - unopened.

Proposals received with insufficient copies (as noted on the cover of this document) cannot be properly disseminated to the Review Committee and other reviewers for necessary action, therefore, may not be accepted.

- 2. Proposal Proposals must be clear, succinct and not exceed 10 pages, excluding attachments. Proposer's who submit more than the pages indicated may not have the additional pages of the proposal read or considered.

For purposes of review and in the interest of the County, the County encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable.

The County discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Alternative bindings such as reusable/recyclable binding posts, reusable binder clips or binder rings, and recyclable cardboard/paperboard binders are examples of preferable submittal materials.

Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable; if sheets are printed on both sides, it is considered to be two pages. Color is acceptable, but content should not be lost by black-and-white printing or copying.

All submittals will be evaluated on the completeness and quality of the content. Only those Proposers providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

## Section IIC

### Proposal Content

#### 1. Cover Sheet

This form is to be used as your proposal Cover Sheet

See Cover Sheet - Attachment A

#### 2. Project Team

1. Identify key members of the project team and their roles relative to the Scope of Project in Section IA 3). Please identify if any subcontractors are anticipated to be used to complete elements of the scope.

#### 3. Management Approach

1. Identify mechanisms that will be used to coordinate with the County, potential partners and stakeholders.  
2. Identify supporting information to be submitted with each invoice.

#### 4. Respondent's Capabilities

1. Proposers must be non-profit nature conservancy corporations or associations as defined by Revised Code of Washington 84.34.250 and meet the grant eligibility requirements of the State of Washington Recreation and Conservation Office.  
2. For each element of the Scope of Project in Section IA 3), briefly summarize one or two projects of similar scope and complexity that the project team, including subcontractors, has accomplished. A more extended list may be included as an additional attachment to the proposal.

#### 5. Project Approach and Understanding

1. Describe your approach to completing each element of the Scope of Project in Section IA 3).

#### 6. Proposed Cost

1. Attach a billing schedule for all proposer staff and subcontractors anticipated to be members of the partnership team. Schedule shall include hourly rate at which proposer will be seeking reimbursement from county. A specific hourly billing rate for each team member shall be provided.  
2. Where professional services contractors are needed pursuant to Section IB1.3. County recognizes that costs will be based on the responsiveness of quotes received. So long as reimbursement requests submitted by the successful proposer do not exceed \$50,000 in any one contract year and proposer match from non-county sources meets or exceeds requested reimbursements, subcontractor costs may be reimbursed by County.

#### 7. Employment Verification

##### **Please refer to section 1A.6.-e-Verify**

**IMPORTANT NOTE:** Include this portion of the response immediately AFTER the cover page, if not already on file with Clark County. Current vendors on file can be viewed at:

<http://www.clark.wa.gov/federal-services/purchasing/documents/e-verifylog.pdf>

## Part III Proposal Evaluation & Contract Award

### Section IIIA Proposal Review and Selection

1. Evaluation and Selection: Proposals received in response to this RFP will be evaluated by a Review Committee. Committee review results and recommendations may be presented to an appropriate advisory board prior to the consent process with the Clark County Board of Commissioners.
2. Evaluation Criteria Scoring: Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.
1. Proposer is a non-profit nature conservancy corporation or association as defined by Revised Code of Washington 84.34.250 and meets the grant eligibility requirements of the State of Washington Recreation and Conservation Office. **YES**\_\_\_ **NO**\_\_\_.
  2. A one hundred (100) point system will be used, weighted against the following criteria:

|                                            |     |
|--------------------------------------------|-----|
| Management approach/quality                | 20  |
| Project approach and understanding/quality | 35  |
| Team work history/Examples                 | 20  |
| Project cost/cost sharing commitment       | 25  |
| Total Points                               | 100 |

### Section IIIB Contract Award

1. Consultant Selection: The County will award a contract to the highest scoring Proposer. Should the County not reach a favorable agreement with the highest scoring Proposer, the County shall terminate negotiations and commence negotiations with the second highest scoring Proposer and so on until a favorable agreement is reached.
2. Contract Development: The proposal and all responses provided by the successful Proposer may become a part of the final contract.
- The form of contract shall be the County's Contract for Professional Services (samples available for viewing)
3. Award Review: The public may view proposal documents after contract execution. However, any proprietary information so designated by the Proposer as a 'trade secret' will not be disclosed unless the Clark County Prosecuting Attorney determines that disclosure is required. At this time, Proposers not awarded the contract, may seek additional clarification or debriefing, request time to review the selection procedures or discuss the scoring methods utilized by the evaluation committee.
4. Orientation/Kick-off Meeting: County will schedule an orientation meeting with the successful Proposer once a contract has been executed.

**Attachment A COVER SHEET**

General Information:

Legal Name of Applicant/Company/Agency \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Program Location (if different than above) \_\_\_\_\_ Email address \_\_\_\_\_

Tax Identification Number \_\_\_\_\_

**ADDENDUM:**

Proposer shall insert number of each Addendum received. If no addendum received, please mark "NONE".

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

**NOTE: Failure to acknowledge receipt of Addendum may render the proposal non-responsive.**

→ Does the proposal comply with the requirements contained within the RFP?  
A "No" response may disqualify the proposal from further consideration.

Yes       No

→ Did outside individuals or agencies assist with preparation of this proposal?

Yes       No (if yes, describe.)\*\*

**Total Funds Requested Under this Proposal \$ \_\_\_\_\_**

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Board of Commissioners.

\_\_\_\_\_  
Signature, **Administrator of Applicant Agency\***

\_\_\_\_\_  
Date

**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.

**Attachment B      LETTER OF INTEREST**

Legal Name of Applicant Agency \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_ Title \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Program Location (if different than above) \_\_\_\_\_

Email address \_\_\_\_\_

- All proposer's are required to be included on the plan holders list. If your organization is NOT listed, submit the 'Letter of Interest' to ensure your inclusion.

In the body of your email, request acknowledgement of receipt.

Email Attachment B to: [Beth.Balogh@clark.wa.gov](mailto:Beth.Balogh@clark.wa.gov)

Clark County web link:  
<http://www.clark.wa.gov/general-services/purchasing/rfp.html>

**This document will only be used to add a proposer to the plan holders list. Submitting this document does not commit proposer to provide services to Clark County, nor is it required to be submitted with proposal.**

**Proposals may be considered non-responsive if the Proposer is not listed on the plan holders list.**

**Attachment C      QUALIFICATIONS**

Attach additional sheet(s) as needed.

A. The following have been approved and adopted by the agency's Board of Directors:

- |                                |                              |                             |                              |
|--------------------------------|------------------------------|-----------------------------|------------------------------|
| Written Personnel/EEO Policies | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| Staff Job Descriptions         | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| Written Benefits Policies      | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |
| Affirmative Action Plan        | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> N/A |

B. Is your agency a nonprofit organization?

- Yes  No *(If yes, submit one copy of your Charter or Articles of Incorporation AND IRS documentation showing qualification as a nonprofit corporation under Section 501(c)(3) of the IRS Code.)*

C. Is your agency currently involved in or does it have pending any legal actions? Has your agency filed for bankruptcy in the past five years?

- Yes  No *(If yes, explain.)* \_\_\_\_\_

D. Does your organization conduct an internal audit of funds under its control?

- Yes  No *(If yes, how often is such an internal audit conducted?)* \_\_\_\_\_

E. How frequently is your organization audited by an independent auditing firm? \_\_\_\_\_

- Attach a copy of your organization's last financial audit, including your single audit (OMB Circular A-133) and management letter or SAS 114 letter for the most recent fiscal year.

F. Within the past five years, have independent audits identified deficiencies which resulted in findings, questioned costs, costs recommended for disallowance, an "adverse opinion" by the auditors, or the auditors "disclaiming" any opinions?

- Yes  No *(If yes, explain and provide copy of all audit information pertaining to deficiencies, including audit, management letter or SAS 114 letter.)* \_\_\_\_\_

G. Within the past five years, has the agency had disciplinary action by a state or federal agency, state licensing investigations or actions, or malpractice suits that are pending or went to final disposition and resulted in payment to plaintiff?

- Yes  No *(If yes, please provide appropriate documentation and explanation.)* \_\_\_\_\_

H. If your organization does not have an audit, please include your financial policies and procedures which identify positions and areas of responsibility.

I. Does your organization guarantee that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition?

- Yes  No *(If no, explain.)* \_\_\_\_\_

J. Does your organization guarantee that the costs for services quoted in response to this RFP are not in excess of those which would be charged any other individual for the same services performed by your agency?

Yes  No (If no, explain.)\_\_\_\_\_

K. Please attach one copy of the following documents (or equivalent thereof):

- Statement of financial position
- Statement of activities
- Cash flow statement
- Statement of changes in net assets
- Notes to financial statements, if available
- Organizational chart

I certify that this agency has never been debarred or suspended or otherwise excluded from or are ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension" and we will not contract with a subcontractor that is debarred or suspended.

I, the undersigned have read and reviewed all of the above statements and attest, to the best of my knowledge, that they are correct and that I have the legal authority to commit this agency to a contractual agreement.

\_\_\_\_\_  
Signature, Chief Administrator of Applicant Agency

# Professional Services Contract

## Legacy Lands Partnership Services RFP #720

THIS CONTRACT, entered this 27<sup>th</sup> day of June 2017, by and between CLARK COUNTY, after this called "COUNTY," a political subdivision of the State of Washington, and COLUMBIA LAND TRUST, a non-profit nature conservancy corporation as defined in RCW 84.34.50 with its principal place of business located at 851 Officers Row, Vancouver, Washington, 98661, after this called "CLT."

### WITNESSETH

WHEREAS, the CLT has been chosen through a competitive bid process by COUNTY through Request For Proposals #720 and has the expertise to provide professional services for COUNTY and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, The purposes of this agreement are to:

- 1) Affirm the positive relationship between COUNTY and CLT, and acknowledge the commitment of both entities to the conservation and stewardship of open space lands as articulated in RCW 84.34.200.
- 2) Formalize a long-standing partnership and leverage our resources in support of our mutual goals.
- 3) Enhance COUNTY nimbleness in responding to immediate threats to important open space lands.

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

1. Services. The CLT shall perform services as set forth in Exhibit A inclusive of the following:

- a) CLT will cooperate with COUNTY in identification of high value conservation areas based on site locations, resource values and other



factors and develop funding strategies that may be applied to conserve priority areas.

- b) CLT will provide land acquisition, grant development, geographic information system and stewardship support to COUNTY for mutually agreed to priority projects.

2. Time. The contract shall be effective beginning July 1, 2017, and ending June 30, 2022. Clark County reserves the right to extend the contract resulting from this RFP for a second five-year period, with the same terms and conditions, by service of a written notice of its intention to do so prior to the contract termination date.

3. Compensation. COUNTY shall compensate CLT up to fifty thousand dollars (\$50,000) per year for such support, inclusive of subcontractor services, provided:
- a) CLT expends at least as much pursuing priority projects, from non-county funding sources, as the compensation requested from COUNTY.
  - b) CLT shall submit written invoices every two months to COUNTY documenting:
    - i) Hours worked by CLT staff on each priority project during the invoice period. Compensation shall be according to the hourly rates indicated in Exhibit A (the CLT proposal), Section 6 and Attachment A to the proposal, Proposed Cost.
    - ii) Subcontractor services for which CLT provided compensation during the invoice period. Specific services provided will be articulated and organized by each priority project.
    - iii) Other itemized expenses (mileage, postage, etc.) by priority project.
    - iv) The portion of expenses funded by non-county revenue by priority project. For any invoice period, it is not necessary for CLT to provide an equal or larger match to requested compensation from COUNTY, provided that, over the course of a year, an equal or

larger match to requested compensation from COUNTY is documented to the satisfaction of COUNTY.

- c) County shall pay CLT for performing said services upon receipt of a written invoice according to the specifications in 3 (b) above. The parties mutually agree that in no event shall the amount billing amount in any year exceed \$50,000 without prior approval of the County.

4. Termination

- a. COUNTY may terminate this contract with thirty (30) days written notice to CLT in the event that the funding for the AGREEMENT ceases or is reduced in amount.
- b. COUNTY may also terminate the contract for convenience with sixty (60) days written notice to CLT.
- c. CLT may terminate this contract with thirty (30) days written notice to County, if non-county funding ceases or is reduced in amount.
- d. CLT may also terminate the contract for convenience with sixty (60) days written notice to County
- e. In case of termination, a final accounting of costs incurred by CLT, inclusive of all information required by Section 3.b. of this contract, shall be submitted to COUNTY within sixty (60) days of the termination date.
- f. COUNTY will reimburse CLT for eligible services and expenditures, as determined by COUNTY, that are itemized in the final accounting and for which CLT has not been previously compensated.

5. Independent Contractor. CLT 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 / Hold Harmless. CLT shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims,

injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of CLT in performance of this Contract, except for injuries and damages caused by the sole negligence of the County. 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 CLT and the County, its officers, officials, employees, and volunteers, the CLT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CLT's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes CLT'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. CLT 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. CLT 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 contract be enacted as to all persons employed by the CLT in performance of the work pursuant to this contract 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:

- a. This contract;
- b. Exhibit A, a scope of work which consists of a proposal submitted by CLT in response to RFP #720.

10. Equal Employment Opportunity: CLT 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: County may, from time to time, require changes in the scope of the services to be performed hereunder. Changes, including any increase or decrease in the amount of the CLT's compensation, which are mutually agreed upon by and between County and the CLT, shall be in writing, signed by both parties and incorporated in written amendments to the contract.

12. Public Records Act: Notwithstanding the provisions of this contract 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, CLT agrees to maintain all records constituting public records and to produce or assist County in producing such records, within the time frames and parameters set forth in state law. CLT further agrees that upon receipt of any written public record request, CLT shall, within two business days, notify County by providing a copy of the request to the Clark County Public Records Officer/Department of Public Works.

13. Governing Law. This contract 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, CLT agrees to keep such information

confidential.

15. Conflict of Interest. CLT 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. CLT 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 contract.

16. Consent and Understanding. This contract contains a complete and integrated understanding of the contract 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 contract is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

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

CLARK COUNTY



By: Robert M. Stevens  
Deputy County Manager

COLUMBIA LAND TRUST




By: Glenn Lamb  
Executive Director

Approved As To Form Only:

ANTHONY F. GOLIK

*Prosecuting Attorney*



By: Amanda Migchelbrink,  
Deputy Civil Prosecutor

# EXHIBIT A

Attachment A COVER SHEET

Request for Proposal #720  
Legacy Lands Partnership Services

General Information:

Legal Name of Applicant/Company/Agency Columbia Land Trust  
Street Address 850 Officers Row City Vancouver State WA Zip 98661  
Contact Person Dan Roix Title Conservation Director  
Phone 360-212-1211 Fax 360-696-1847  
Program Location (if different than above) \_\_\_\_\_ Email address droix@columbialandtrust.org  
Tax Identification Number 94-3140861

**ADDENDUM: NONE**

Proposer shall insert number of each Addendum received. If no addendum received, please mark "NONE".

No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_\_ Dated: \_\_\_\_\_

**NOTE: Failure to acknowledge receipt of Addendum may render the proposal non-responsive.**

→ Does the proposal comply with the requirements contained within the RFP?  
A "No" response may disqualify the proposal from further consideration.

Yes  No

→ Did outside individuals or agencies assist with preparation of this proposal?

Yes  No (if yes, describe.)\*\* This proposal has been discussed with proposed sub-contractor Bill Dygert.

**Total Funds Requested Under this Proposal \$ 250,000 over 5 years (\$50,000/year)**

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels, and the approval of the Clark County Board of Commissioners.

, GLENN LAMB, EXECUTIVE 5/16/2017  
Signature, **Administrator of Applicant Agency\*** DIRECTOR Date

**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.

## **2. Project Team**

Columbia Land Trust is pleased to have an opportunity to participate in the Legacy Lands Partnership. The Land Trust has assembled a highly skilled and experienced project team that is prepared to engage with the county to implement all elements of the Legacy Lands Partnership Services scope of work. Columbia Land Trust staff and a sub-contractor will carry out the scope of work for the project. The key members of the project team are:

**Dan Roix, Conservation Director.** Dan joined the Columbia Land Trust in 2008. Previously, he served as the Associate Director of Sierra Foothills Conservancy in Mariposa, California. Since 2008 Dan has worked closely with partner agencies and landowners on conservation projects in the mid-Columbia River region, including in Clark County and the Portland-Vancouver metropolitan area. He will play a significant role in Element 1 of the Scope of Project – providing strategic direction to the identification and evaluation oversight to all conservation projects.

**Alice Williamson, Conservation Lead.** Alice manages land conservation projects in the Portland-Vancouver region. She will coordinate Columbia Land Trust's involvement in the Legacy Lands Partnership and serve as primary Land Trust staff identifying high value conservation projects, and supporting all phases of conservation projects. Alice has worked in land conservation for 10 years and has been with Columbia Land Trust since 2015. She will support both Elements 1 and 2 of the Scope of Project.

**Tanner Scrivens, GIS Analyst.** Tanner develops and manages geographic information system data for Columbia Land Trust. He has worked in stewardship roles with WA DNR and US Forest Service. He will play an integral role in Element 2 of the Scope of Project, supporting property acquisition, grant development, and land stewardship through mapping and data analysis.

**Glenn Lamb, Executive Director.** Glenn Lamb was a founding board member of Columbia Land Trust in 1990 and was hired as the Land Trust's first Executive Director in 1999. Glenn serves on the board of directors of the national Land Trust Alliance and has led weeklong trainings on growing land trust capacity. Glenn's leadership and vision have helped guide the Land Trust from an all-volunteer organization to a professionally staffed premier regional land trust. Glenn will support both Elements 1 and 2 of the Scope of Project.

**Bill Dygert, Consultant.** Bill is sole proprietor of a consulting firm that specializes in the preservation and enhancement of conservation lands and park and recreation facilities. Specific services include comprehensive planning, grant writing, project and partnership development, and community outreach. Bill has helped secure over \$65 million of funding for conservation lands and outdoor recreation facilities, with an emphasis on Clark County and the lower Columbia Region. Bill was integral in the development of Clark County's Conservation Futures



Open Space Program. Bill will work closely with Land Trust staff identify high quality conservation projects and develop funding strategies, supporting both Elements 1 and 2 of the Scope of Project.

**Melanie Moon, Consultant.** Melanie has worked in land conservation since 1995 doing project management and due diligence required for land acquisition. She's acquired over 25,000 acres of land in fee simple and conservation easements using a variety of tools such as option, life estates, reserved rights and right of first refusal. She has worked with the Western Pennsylvania Conservancy, Columbia Land Trust, Clark County, Metro, Three Rivers Land Conservancy, Underwood Conservation District, Port of Whidbey Island and Tualatin Hills Park & Recreation. Melanie will support both Elements 1 and 2 of the Scope of Project.

**Matt Stevenson, Consultant.** Matt specializes in cartography, spatial analysis, web mapping, conservation planning, and GIS project management. He works primarily with government agencies and non-profits focused on conservation and restoration. Matt has sixteen years of experience using GIS to convey complex spatial information with striking cartography and eye-catching graphics. He holds a B.S. in Public Planning from Northern Arizona University and a Masters in Urban Planning from the University of Washington. Matt will primarily be involved in Element 2, but may also support Element 1 of the Scope of Project.

**Steve Duh, Consultant.** Steve is an urban and parks planner with over ten years of experience in public sector and non-profit program management. Steve's background includes urban and land use planning, park and open space planning, real property acquisitions, public involvement and facilitation, policy and budget development, financial and trend analysis, and project management. Steve brings six years of hands-on public agency experience as program manager and planner for Vancouver-Clark Parks and Recreation Department. Steve recognizes the transformative benefit of conserving open spaces to enhance social and economic vitality. He also understands the changing nature of funding and gift giving for public agencies and conservation non-profits and is skilled in developing creative and innovative planning solutions. Steve will primarily be involved in Element 2, but may also support Element 1 of the Scope of Project.

### **3. Management Approach**

#### Project Coordination

Columbia Land Trust has a long history of working in close coordination with Clark County staff and other conservation partners and stakeholders. It is a core philosophy of the Land Trust to work closely with project partners and stakeholders to accomplish shared conservation goals.

Throughout the Legacy Lands Partnership, the Land Trust will maintain this focus on open, direct, communication with the County and other project partners.

The Land Trust proposes establishing regularly scheduled meetings with Clark County staff in order to identify and prioritize conservation projects; discuss direction and timing of funding and partnership strategies; discuss direction and timing of project elements; report on project progress and review materials as they are developed. This coordination has proven invaluable in the past, and will be extremely important throughout the project. For each element of the Scope of Project, the Columbia Land Trust project team will develop overview materials for review by county staff.

#### Billing Schedule

Invoices will be sent to the county on a bimonthly schedule. Invoices will include the following supporting information:

- Hours worked by project team members
- Other itemized expenses (mileage, postage, photocopying, etc.)
- Project tasks completed or in progress
- Portion of expenses covered by private revenue

#### **4. Respondent's Capabilities**

Columbia Land Trust conserves and cares for vital lands, waters, and wildlife of the Columbia River region through sound science and strong relationships. Columbia Land Trust is a 501(c)3 non-profit nature conservancy corporation as defined by Revised Code of Washington 84.34.250. Columbia Land Trust also meets grant eligibility requirements of the State of Washington Recreation and Conservation Office.

Since its formation in 1990, Columbia Land Trust has been working in the greater Columbia River region to conserve signature landscapes and vital habitats. Columbia Land Trust was founded here in Clark County and we now serve the Columbia River region from as far east as Goldendale, Washington, and Hermiston, Oregon, west all the way to the Pacific Ocean. Most of our work occurs in an area centered on the Columbia, reaching about 50 miles north into Washington and 50 miles south into Oregon. This area is remarkably diverse, ranging from conservative rural communities to dense urban areas, and from desert to temperate rainforest.

For our first nine years, we were an all-volunteer group, and when we began, we conserved only 200 acres and raised less than \$25,000 per year. In the last 17 years, we have evolved into a successful regional land trust that has conserved more than 32,000 acres of natural areas and critical habitat in Oregon and Washington and has an annual budget of approximately \$2,700,000 and stewardship funds of over \$10,000,000. Columbia Land Trust is now seen as a

national leader for similarly sized land trusts. We now have offices in Vancouver, Astoria, Hood River, and Portland and 30 staff members with expertise in real estate, science, stewardship, conservation planning, fundraising, marketing, and outreach.

Columbia Land Trust plays a unique and critical role in addressing the conservation needs of the Columbia River region. We lead and inspire private actions to conserve the great natural resources of these vital lands. We work in partnership with conservationists, public agencies, private organizations, ranchers, farmers, orchardists, foresters, and individuals who share a commitment to our region's precious resources and landscapes. This work is supported by the generous actions of our 3,572 members.

The Land Trust has served as a key partner on Clark County conservation projects since its inception in 1990. The Land Trust has assisted in the acquisition of important natural areas and park lands throughout the county. These projects include Camp Currie on Lacamas Lake, Fallen Leaf Lake, Lacamas Heritage Trail, West Daybreak and Paradise Bluffs on the East Fork Lewis River, Whipple Creek and Flume Creek near Ridgefield, and the recent Schmid park acquisition in Washougal. Columbia Land Trust has also been a project partner in applying for and expending Conservation Futures funds for high-priority projects such as the Copper Creek and Rock Creek forest projects on the upper East Fork Lewis River.

Clark County and Columbia Land Trust—through their respective visions, strategic and comprehensive plans, and implementation actions—have a shared commitment to preserving the county's most important Legacy Lands. The County and Land Trust employ a wide range of staff, resources, equipment and expertise that when combined can enhance efficiency and program results. Moreover, land trusts and public agencies often have access to different funding and implementation mechanisms that can complement and support the shared vision for Legacy Lands. To that end, this proposal provides a framework within which the Columbia Trust and Clark County will work together to maximize efforts to preserve an interconnected system of Legacy Lands. This agreement will engage the Columbia Land Trust, in cooperation with Clark County, to provide specific assistance in areas that advance our jointly held interest and vision in Legacy Lands.

#### Relevant Project Experience

##### *1) Identify High Value Conservation Projects*

Columbia Land Trust regularly identifies and evaluates potential projects throughout its entire service area. The Land Trust has a consistent track record of locating the high value conservation projects using internal expertise and knowledge, relationships with landowners and conservation partners, and GIS data analysis. We worked collaboratively with Clark County to produce the 2004 Clark County Conservation Areas Acquisition Plan, as well as the 2014 plan update. We

have the expertise and experience to facilitate the implementation of the Conservation Areas Acquisition Plan, in close partnership with the County.

Bill Dygert coordinated adoption and implementation of Clark County's Conservation Futures Program, which has helped acquire more than 4,500 acres of parks and habitat lands. Bill developed the grant and project evaluation systems and managed project review in all funding years: 1987, 1989, 1993, 1997, 2004, and 2010.

*2) Identify Specific Funding and Partnership Strategies*

Columbia Land Trust is adept at building financing strategies and strategic partnerships to support conservation acquisitions and stewardship. We routinely work with public and private funders, and individual donors, to bring together funding to purchase and manage conservation lands. A typical transaction for Columbia Land Trust will include both public and private funds. For example, a current project includes funding from WA RCO, SRFB, Murdock Charitable Trust, and the Conservation Alliance, among others. We also rely on diverse partnerships with public agencies, tribes and local non-profit organizations to execute projects with long-term conservation outcomes. For example, we rely heavily on the forestry, fisheries and wildlife knowledge of tribal partners when evaluating conservation properties in close proximity to tribal lands. To the greatest extent possible, Columbia Land Trust seeks to align conservation goals amongst partners to ensure that we are working in the most effective and efficient manner, and that we fully leverage available capacities and resources.

*3) Provide Acquisition, Grant Development, GIS and Stewardship Support*

The Columbia Land Trust project team brings extensive experience in completing all phases of conservation projects, including landowner outreach, grant development, document drafting, stewardship planning, and long-term property stewardship. Columbia Land Trust provides high level stewardship analysis and support focused on mechanisms to integrate stewardship planning into the full life cycle of a conservation project. These methods will be utilized by the project team throughout the Legacy Land Partnership. We also have in-house and contracted expertise in geographic information systems, which play an increasingly essential role in successful conservation work.

## **5. Project Approach and Understanding**

In close coordination with Clark County, the Columbia Land Trust will efficiently complete the work elements outlined in the Scope of Project.

*1) Identify High Value Conservation Projects*

An important element of the Legacy Lands Partnership will be the identification of high value conservation projects. With the 2014 Conservation Areas Acquisition Plan update complete and serving as a guide for developing new projects, Columbia Land Trust and Clark County will continue to identify important properties for conservation. The project team will coordinate closely with county staff to create a priority list, timeline and workplan for high value conservation project. These projects should be in line with the goals of the 2014 plan update and should be clearly identifiable as a High Value Conservation Land within a County Subarea.

We will work in close coordination with the County to compile a list of conservation and stewardship opportunities by May 31<sup>st</sup> of each year. The project team will prepare and present project profiles to county staff that describe site location, resource values, funding strategies, and other key information. All of the project identification work will create a strong foundation for when the Conservation Areas Acquisition Plan is next updated.

### *2) Identify Specific Funding and Partnership Strategies*

Columbia Land Trust has a history of building strong relationships with other conservation organizations, public and private funders, and developing new approaches and strategies to complete important projects. In addition to identifying conservation opportunities, Columbia Land Trust will prepare a list of potential partners and stakeholders to coordinate with in order to move projects forward. We will also identify funding sources to pursue for each conservation project. A list of partners and funding sources will be provided along with each project included in the annual May 31<sup>st</sup> list of projects. Columbia Land Trust, in close partnership with Clark County, will pursue necessary revenues and partnerships to complete priority conservation and stewardship projects.

### *3) Provide Acquisition, Grant Development, GIS and Stewardship Support*

The Columbia Land Trust project team has vast experience in all phases of conservation acquisition projects including project development, grant writing, and completing complex transactions. Throughout the contract period the project team will be focused on providing support for mutually agreed upon, high priority acquisition projects. The project team will coordinate closely with county staff to evaluate potential projects and develop a work plan and timeline for the highest priority projects. Services Columbia Land Trust can perform include project identification and evaluation, landowner outreach, grant development, transaction support, and overall project coordination. Additionally, Columbia Land Trust's stewardship staff will be available to provide consultation on stewardship and management issues as needed.

## **6. Proposed Cost**

The attached budget outlines estimated hours by project team member and project task. Please make note of the following:

- 1) Time contributed by Columbia Land Trust staff not identified in the project team section (for example: stewardship and development team support) is included in the "Other Team Support" of the budget.
- 2) Direct costs included under include costs related to priority conservation projects. These costs may include due diligence and transaction costs, such as appraisals, surveys, and property inspections, as well as mileage, printing, and other direct costs.
- 3) This is an estimated annual budget. Actual team member hours may vary. Columbia Land Trust will work with County staff to make necessary adjustments to the budget to reflect priority projects.
- 4) Team member rates will increase at an average rate of 3% annually beginning July 1, 2018.

*(see attachment A – PROPOSED COST)*

## **7. Employment Verification**

Columbia Land Trust participates in a co-employment relationship with Xenium, Inc.. Xenium provides human resources services and is enrolled in the E-Verify program on behalf of Columbia Land Trust.

*(see attachment D – E-Verify MOU)*

## **Conflict of Interest - Disclosure**

None

## **List of Attachments**

Attachment A – Proposed Cost  
Attachment B – Insurance Certificate  
Attachment C – Qualifications  
Attachment D – E-Verify MOU

| <b>Annual Legacy Lands Partnership Project Budget*</b>                                                                              |                                                                                                               |          |      |                              |                               |                  |      |                              |                               |                 |      |                              |                               |            |       |                              |                               |             |       |                              |                               |
|-------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|----------|------|------------------------------|-------------------------------|------------------|------|------------------------------|-------------------------------|-----------------|------|------------------------------|-------------------------------|------------|-------|------------------------------|-------------------------------|-------------|-------|------------------------------|-------------------------------|
| KEY TEAM MEMBERS (more than 40 hours allocated toward contract)                                                                     |                                                                                                               |          |      |                              |                               |                  |      |                              |                               |                 |      |                              |                               |            |       |                              |                               |             |       |                              |                               |
|                                                                                                                                     |                                                                                                               | Dan Roix |      |                              |                               | Alice Williamson |      |                              |                               | Tanner Scrivens |      |                              |                               | Glenn Lamb |       |                              |                               | Bill Dygert |       |                              |                               |
|                                                                                                                                     |                                                                                                               | Hours    | Rate | Total \$ from County Revenue | Total \$ from Sponsor Revenue | Hours            | Rate | Total \$ from County Revenue | Total \$ from Sponsor Revenue | Hours           | Rate | Total \$ from County Revenue | Total \$ from Sponsor Revenue | Hours      | Rate  | Total \$ from County Revenue | Total \$ from Sponsor Revenue | Hours       | Rate  | Total \$ from County Revenue | Total \$ from Sponsor Revenue |
| <b>Legacy Lands Partnership Services Tasks</b>                                                                                      |                                                                                                               |          |      |                              |                               |                  |      |                              |                               |                 |      |                              |                               |            |       |                              |                               |             |       |                              |                               |
| Task 1.1                                                                                                                            | As mutually agreed, identify conservation projects that meet County's strategic environmental objectives      | 60       | \$90 | \$5,400                      | \$0                           | 40               | \$80 | \$2,000                      | \$1,200                       | 20              | \$80 | \$1,600                      |                               | 15         | \$110 | \$1,650                      | \$0                           | 95          | \$100 | \$1,500                      | \$8,000                       |
| Task 1.2                                                                                                                            | As mutually agreed, develop funding and partnership strategies to support conservation project implementation | 40       | \$90 | \$3,600                      | \$0                           | 100              | \$80 | \$7,000                      | \$1,000                       | 10              | \$80 | \$800                        |                               | 15         | \$110 | \$1,650                      | \$0                           | 90          | \$100 | \$1,000                      | \$8,000                       |
| Task 2.1                                                                                                                            | As mutually agreed, provide acquisition and grant development support for conservation projects               | 40       | \$90 | \$3,600                      | \$0                           | 120              | \$80 | \$8,600                      | \$1,000                       | 10              | \$80 | \$800                        |                               | 15         | \$110 | \$1,650                      | \$0                           | 78          | \$100 | \$1,800                      | \$8,000                       |
| Task 2.2                                                                                                                            | As mutually agreed, provide geographic information system and stewardship support for conservation projects   | 10       | \$90 | \$900                        | \$0                           | 10               | \$80 | \$300                        | \$500                         | 60              | \$80 | \$4,800                      |                               |            |       |                              | \$0                           |             |       |                              |                               |
| Subtotal                                                                                                                            |                                                                                                               |          |      | \$13,500                     | \$0                           |                  |      | \$17,900                     | \$3,700                       |                 |      | \$8,000                      | \$0                           |            |       | \$4,950                      | \$0                           |             |       | \$4,300                      | \$22,000                      |
|                                                                                                                                     |                                                                                                               |          |      | County \$                    | Sponsor \$                    |                  |      |                              |                               |                 |      |                              |                               |            |       |                              |                               |             |       |                              |                               |
| <b>Grand Total</b>                                                                                                                  | <b>Annual Budget (July 1 - June 30)</b>                                                                       |          |      | <b>\$50,000</b>              | <b>\$50,000</b>               |                  |      |                              |                               |                 |      |                              |                               |            |       |                              |                               |             |       |                              |                               |
| *This is an estimated budget, actual team member hours may vary. Team member rates will increase at an average rate of 3% annually. |                                                                                                               |          |      |                              |                               |                  |      |                              |                               |                 |      |                              |                               |            |       |                              |                               |             |       |                              |                               |

| Annual Legacy Lands Partnership Project Budget*                                                                                      |       |       |                  | Other Team Support |       |         |                | Other Contracted Services                    |                |                                  |  |
|--------------------------------------------------------------------------------------------------------------------------------------|-------|-------|------------------|--------------------|-------|---------|----------------|----------------------------------------------|----------------|----------------------------------|--|
| KEY TEAM MEMBERS (more than 40 hours allocated toward contract)                                                                      |       |       |                  | Melanie Moon       |       |         |                | (aggregate of members with less than 40 hrs) |                | (hired through competitive bids) |  |
|                                                                                                                                      | Hours | Rate  | Total \$ from    | Total \$ from      | Hours | Average | Total \$ from  | Total \$ from                                | Total \$ from  | Total \$ from                    |  |
|                                                                                                                                      |       |       | County Revenue   | Sponsor Revenue    |       | Rate    | County Revenue | Sponsor Revenue                              | County Revenue | Sponsor Revenue                  |  |
| <b>Legacy Lands Partnership Services Tasks</b>                                                                                       |       |       |                  |                    |       |         |                |                                              |                |                                  |  |
| Task 1.1                                                                                                                             |       |       |                  |                    | 25    | \$90    | \$0            | \$2,250                                      |                |                                  |  |
| Task 1.2                                                                                                                             | 40    | \$100 | \$0              | \$4,000            |       |         | \$0            |                                              |                |                                  |  |
| Task 2.1                                                                                                                             | 38    | \$100 | \$0              | \$3,800            |       |         | \$0            |                                              |                | \$10,000                         |  |
| Task 2.2                                                                                                                             |       |       |                  |                    | 40    | \$90    | \$1,350        | \$2,250                                      |                | \$2,000                          |  |
| Subtotal                                                                                                                             |       |       | \$0              | \$7,800            |       |         | \$1,350        | \$4,500                                      |                | \$12,000                         |  |
|                                                                                                                                      |       |       |                  |                    |       |         |                |                                              |                |                                  |  |
|                                                                                                                                      |       |       |                  |                    |       |         |                |                                              |                |                                  |  |
| <b>Grand Total</b>                                                                                                                   |       |       | <b>County \$</b> | <b>Sponsor \$</b>  |       |         |                |                                              |                |                                  |  |
|                                                                                                                                      |       |       | <b>\$50,000</b>  | <b>\$50,000</b>    |       |         |                |                                              |                |                                  |  |
| * This is an estimated budget, actual team member hours may vary. Team member rates will increase at an average rate of 3% annually. |       |       |                  |                    |       |         |                |                                              |                |                                  |  |