

Professional Services Agreement Clark County Contract HDC.973

THIS AGREEMENT entered this 1st day of July 2017, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Washington Green Schools, after this called "Contractor."

WITNESSETH

WHEREAS, Clark County is committed to providing K-12 schools with providing a multi-tiered county school environmental certification program and support Clark County schools in their efforts to certify; AND

WHEREAS, the Contractor has been chosen through a formal solicitation, RFP 723, and has the expertise to provide services; NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as follows:

A. Generally: To provide professional services for Clark County and to perform those services more particularly set out in the attached Statement of Work, attached hereto and incorporated herein by this reference as Exhibit "A".

2. Time. The contract shall be deemed effective beginning July 1, 2017 through June 30, 2022. The contract may be extended upon the mutual written consent of both parties for five (5) one (1) year periods.

3. Compensation. County shall pay the Contractor for performing said services net 30 days upon receipt of a written invoice according to Section V., of the Statement of Work attached hereto and incorporated herein as Exhibit "A".

Total contract may not exceed \$200,000.00 without the mutual written consent of both parties.

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

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

6. Indemnification / Hold Harmless. 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, asserting or arising directly or indirectly on account of or out of the performance of service 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.

7. Wage and Hour Compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions,

claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is not or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this agreement and shall assume exclusive liability therefore, and meet all requirement's thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this agreement, Exhibit "A", Statement of Work.

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

11. Changes: 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 in the written amendments to the agreement.

12. Public Records Act: Notwithstanding the provisions of this Agreement, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law.

Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer.

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

14. Confidentiality. All information obtained by the contractor shall remain confidential and shall be maintained in accordance with the Health Information Portability and Accountability Act.

15. Debarment or Exclusion. The Contractor shall not employ any person nor contract with any person or entity that is excluded from participation in federally funded (in whole or in part) agreements, in accordance with 42 CFR Part 76 or who are debarred, suspended, declared ineligible or voluntarily excluded. The Contractor and any subcontractors must comply with federal law and must not knowingly have a director, officer, partner or person with a beneficial ownership of the Contractor's equity, or an employee, contract or consultant who is significant or material to the provision of services under this contract, who has been or is affiliated with someone who has been, debarred, suspended or otherwise excluded by any federal agency. The Contractor shall maintain evidence of compliance in personnel files or with subcontractor's documents. The Contractor shall certify compliance with this provision to the County prior to the term of this agreement, including certification of compliance of any other parties listed above with a beneficial ownership or a party significant to the provision of services under this agreement. The Contractor shall provide the full names of these parties to the County along with certification of compliance prior to the start of this contract.

16. Conflict of Interest. The Contractor 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. This contract further covenant, that in the performance of this agreement, no person having such interest shall be employed.

17. 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.

18. 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.

19. Insurance. The Contractor shall provide to Clark County prior to the term of this Agreement, current certificates of insurance which will be in the form of an ACORD Certificate(s), and shall assure that Clark County is listed as an additional insured, and shall include; commercial general liability insurance to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence and \$1,000,000 annual aggregate limit, with a maximum deductible of \$5,000.

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

Approved:
WASHINGTON GREEN SCHOOLS

Approved:
CLARK COUNTY

DocuSigned by:
Meredith Lohr
18653BE48A5A449...

Meredith Lohr
Executive Director

7/6/2017

Date

Bob Stevens

Bob Stevens
Deputy County Manager

1/6/17

Date

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
Prosecuting Attorney

DocuSigned by:
Amanda Migchelbrink
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Amanda Migchelbrink
Deputy Prosecuting Attorney

7/6/2017

Exhibit A Statement of Work

Background

Washington Green Schools is a statewide program that provides a structure for all K-12 public and private schools to reduce waste, minimize their environmental and carbon footprint, and achieve certification for their efforts. A goal of the tasks included in this SOW is to reduce waste and increase recycling at schools. The rate of waste reduction for schools participating in the Washington Green Schools program will be measured through waste audits conducted by Clark County. The number of school contacts/inquiries through Washington Green Schools contribute to the overall desired outcome and goal of reducing waste by 10%.

I. Task 1

Washington Green Schools (Contractor) staff will provide technical assistance and support to participating Clark County schools. Assistance to schools with the certification process may be provided via email, phone, and/or in-person meetings, as appropriate. This task will work towards meeting the overall expectation for Clark County to contact 10,000 people who will work to reduce waste in their school by 10%. In addition, Washington Green Schools Staff will provide flags, awards and certificates for Clark County to deliver to schools which achieve certification. Washington Green Schools will provide a working website for Clark County schools' use, and update it at least monthly for ongoing viability of the program.

A. Deliverables

1. Quarterly Reports/Annual Report: A summary of activity for the period and cumulative totals that includes:
 - a) Number of school contacts, inquiries, status and assistance provided.
 - b) Breakdown of schools signing up for the program
 - c) Schools certified, categorized by school district and program category
 - d) Progress and outcomes of participating schools
 - e) Number of schools reached in Clark County, including; teacher workshops, curriculum resources, and targeted educational outreach.
2. Annual Report: A year-end report summary of all information included in quarterly reporting, as well as next steps and recommendations for improving participation and certification success for Clark County schools.

B. Report Schedule

1. Reports are due to the Program Specialist by:
 - a) January 15
 - b) April 15th
 - c) Annual Report is due by: July 15th
 - d) October 15th
2. Contractor shall inform the County of any potential challenges meeting the deliverable deadlines.
3. Contractor agrees to provide ongoing coordination and work with Clark County staff to develop and pilot outreach strategies for increased participation and increase the number of participating schools.

II. Task 2

Contractor will support a Clark County Teacher Training annually in February. Washington Green Schools staff and the County will work together to develop content and agenda and recruit teachers willing to assist their peers in successfully attaining certification. This educational teacher training will increase the number of contacts who will work to reduce waste in their school, and work towards meeting a 10% waste reduction goal.

A. Roles and Responsibilities

1. Contractor will:
 - a) Develop flyer to advertise and promote the event to Clark County schools, subject to review and approval by Clark County
 - b) Post Teacher Training information on program website
 - c) Manage the online registration for the event
 - d) Provide content for all materials needed for the day
 - e) Facilitate the training, and selected sessions at the training
 - f) Create, distribute, and analyze a training evaluation from participants
 - g) Provide training evaluation and attendee information to Clark County
2. County will:
 - a) Recruit facilitators to lead sessions and or recruit speakers, as needed
 - b) Recruit teachers to attend the event
 - c) Provide an appropriate location
 - d) Provide refreshments for the event
 - e) Provide two staff members to assist with the event
 - f) Provide copies of materials as needed

B. Timeline

Work for Task 2 shall be completed by March 31st of each year.

III. Task 3

Contractor will implement the Clark County Green Schools annual Fall Teacher Training. Contractor staff and the County will further refine the previous agenda and continue to improve the Teacher Training.

A. Roles and Responsibilities

1. Contractor will:

- a) Develop flyer to advertise and promote the event to Clark County schools, subject to review and approval by Clark County
- b) Post Teacher Training information on program website
- c) Manage the online registration for the event
- d) Provide content for all materials needed for the day
- e) Facilitate the training, and selected sessions at the training
- f) Create, distribute, and analyze a training evaluation from participants
- g) Provide training evaluation and attendee information to Clark County

2. County will:

- a) Recruit facilitators to lead sessions and or recruit speakers, as needed
- b) Recruit teachers to attend the event
- c) Provide an appropriate location
- d) Provide refreshments for the event
- e) Provide funding for sub-reimbursement to teachers
- f) Provide two staff members to assist with the event
- g) Provide copies of materials as needed

B. Timeline

Work for Task 3 shall be completed by October 31st of each year.

IV. Task 4

Contractor will develop and implement the Clark County Washington Green Schools annual Student Summit. Contractor staff and the County will further refine the previous agenda and models and continue to improve the Summit each year.

A. Roles and Responsibilities:

1. Contractor will:

- a) Develop flyer to advertise and promote the event to Clark County schools, subject to review and approval by Clark County
- b) Post Summit information on program website
- c) Manage the online registration for the event
- d) Provide content for all materials needed for the day
- e) Facilitate the Summit and individual sessions
- f) Create, distribute, and analyze evaluation from participants.
- g) Provide evaluation and attendee information to Clark County.

2. County will:

- a) Recruit a keynote speaker or work to recruit panel speakers
- b) Provide a location, morning snacks and lunch for all participants
- c) Provide funding for bus transportation (if needed for schools)
- d) Provide funding for sub-reimbursement to teachers
- e) Provide 2-3 staff members to assist with the event
- f) Provide copies of materials as needed
- g) Recruit facilitators to lead sessions and/ or recruit speakers if needed

B. Timeline

Work for Task 4 shall be completed by November 30th of each year.

V. Compensation

A. Annual Budget per task

Task #	2017-18 Compensation	2018-19 Compensation	2019-20 Compensation	2020-21 Compensation	2021-22 Compensation
Task 1	\$29,000	\$29,000	\$29,000	\$29,000	\$29,000
Task 2	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Task 3	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
Task 4	\$7,000	\$7,000	\$7,000	\$7,000	\$7,000
	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000

- 1. Invoices must document the work completed as well as the total billed for each task. Invoices will follow format required by County, specifying employee name, employee rate of pay and hours worked by date and task.

2. All invoices must be sent in accordance with the report schedule above and due with the quarterly and/or annual report.
3. Rates to be paid as follows:

Leigh Michael	\$75/hr.
Nayiri Houtinan	\$75/hr.
Meredith Lohr	\$100/hr.

VI. Contacts

Environmental Outreach Specialist

Michelle Picinich

Michelle.Picinich@clark.wa.gov

360-397-2121 ext. 5290

Contract Coordinator

Holly Barnfather

CntyHealthGrantContract@clark.wa.gov

360-397-8226