

CLARK COUNTY
STAFF REPORT

DEPARTMENT/DIVISION: Environmental Services / Sustainability and Outreach

DATE: December 23, 2013

REQUEST: Authorize the Director of Environmental Service to execute a professional services agreement between Clark County Environmental Services and Washington State University Clark County Extension (WSU-E) for the Small Acreage program in the amount of \$53,000 and, further, to approve the program's annual scope of work, budget, and any future amendments.

CHECK ONE: Consent Hearing Chief Administrative Officer

BACKGROUND: Clark County's National Pollutant Discharge Elimination Systems (NPDES) permit provide for outreach and education about reducing nonpoint source pollution to help protect area streams, lakes, and groundwater. The Clark County Solid Waste Management Plan provides for recovery of organic waste and reducing use of moderate risk waste. The Small Acreage program provides outreach to residents on various farm management techniques that impact water quality and the waste stream. This agreement continues this 10-year outreach partnership between the County and WSU Clark County Extension and is in addition to Extension programs supported under the county's existing MOU with WSU.

COMMUNITY OUTREACH: The Small Acreage program educates small acreage landowners and the community in general about rural land management practices that prevent or reduce water pollution and proper handling of waste. The program offers community workshops, 12-week trainings, tours, and staffs booths and demonstrations at community outreach events.

BUDGET AND POLICY IMPLICATIONS: Funding for the Small Acreage program is included in the 2014 budget for Clean Water Fund (\$43,000) and the Solid Waste Fund (\$10,000).

FISCAL IMPACTS: Yes (see Fiscal Impacts Attachment) No

ACTION REQUESTED: Authorize the Director of Environmental Service to execute a professional services agreement between Clark County Environmental Services and Washington State University Clark County Extension for the Small Acreage program in the amount of \$53,000 and, further, to approve the program's annual scope of work and any amendments.

DISTRIBUTION: Please forward a copy of the approved staff report to the Environmental Services Administration.


Anita Largent
Sustainability and Outreach Division Manager


Don Benton
Environmental Services Director

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COMMISSIONERS

January 14, 2014
SR 11-14

Attachment: Fiscal impact statement, professional services agreement



*mjk
ok
y.*

FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

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

This request funds a contract for \$53,000 with WSU Clark County Extension to continue the Small Acreage Program, offering pollution prevention, waste reduction, and land management education and outreach to rural and small acreage landowners through workshops, 12-trainings, tours, and community events.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
4420 Clean Water Fund		\$ 43,000.00				
4014 Solid Waste Fund		\$ 10,000.00				
Total:	\$0.00	\$53,000.00	\$0.00	\$0.00	\$0.00	\$0.00

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

Revenues for 2014 are from the Clean Water fee and revenues from solid waste system. The 2014 CPG grant is expected to reimburse the Solid Waste Fund 75% of eligible expenses.

Part III: Estimated Expenditures

III.A - Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
4420 Clean Water Fund			\$ 43,000.00				
4014 Solid Waste Fund			\$ 10,000.00				
Total:		\$0.00	\$ 53,000.00	\$0.00	\$0.00	\$0.00	\$0.00

III.B = Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		\$53,000.00				
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total:	\$0.00	\$53,000.00	\$0.00	\$0.00	\$0.00	\$0.00

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered this ____ day of January 2014, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Washington State University Extension, after this called "Contractor."

WITNESSETH

WHEREAS, Clark County is requesting services to be provided to the Clark County Department of Environmental Services for land use education targeting landowners;

WHEREAS, Contractor has the expertise in land use education targeting landowners;

WHEREAS, Clark County does not have available staff nor the expertise to provide such services for the benefit of the services of Clark County,

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

1. Services

The Contractor shall perform services as follows:

Generally: To provide professional services for Clark County. Services under this Agreement will be provided by the attached Exhibit "A".

2. Time

The Agreement shall be deemed effective January 1, 2014 and shall continue through December 31, 2014. The agreement may be extended at the discretion of the Director of Clark County Environmental Services for two additional years, if desired.

3. Compensation

Fees paid to the Contractor shall not exceed \$53,000 without prior written approval of the County. The Contractor will submit invoices on a monthly basis at the rates designated in each Task Assignment.

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 conditions shall not be held or construed as a waiver of any term or condition required under this contract. Further, County may terminate this contract upon 15 days written 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 and all non-cancelable obligations incurred as of 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. Insurance

WSU is self-insured through the state of Washington (RCW 4.92 et. Seq.). Proof of insurance is required before this Contract can be executed.

7. No Limitation

Contractor's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

8. Indemnification Clause

Contractor shall be responsible for and shall hold County harmless from all claims resulting from the acts or omissions of the Contractor and any Subcontractors. County shall be responsible for and shall hold Contractor harmless from all claims resulting from the acts or omissions of County.

9. 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.

10. 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.

11. 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.

12. Contract Documents

Contract documents consist of this Agreement and Exhibit "A". Where provisions of the Agreement and provisions of the Exhibit are inconsistent, the provisions contained in the Agreement shall be controlling.

13. 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.

14. Governing Law

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

15. Confidentiality

With respect to all information relating to County that is confidential and clearly so designated, Contractor agrees to keep such information confidential.

16. Public Records Act

Notwithstanding the provisions of this Contract, 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, Chapter 42.56, RCW, as may hereafter be amended, Contractor 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. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify County by providing a copy of the request to County's Technical and Support Division Manager.

17. Compliance with Law

Contractor shall comply with all applicable federal, state and local laws and regulations.

18. 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. The Contractor further covenants that in the performance of this agreement, no person having such interest shall be employed.

19. 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.

20. 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.

21. Work Product

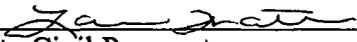
Contractor shall furnish all products of the work covered by this Contract to the County upon completion of the various phases of the work. All such material shall remain the property of the County and may be used by the County without restriction. Such work products may also be used by the Contractor with without restriction.

22. Public Statements

Contractor shall make no statements or representation claiming an ownership, interest in, or right of control of the work product or associated work products of this Contract without prior written approval of the responsible Clark County Project Manager or authorized County representative. The County shall reserve the right of final review of any such statement or representative before release.

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

Approved as to form only:
ATHONY G. GOLIK
Prosecuting Attorney



Deputy Civil Prosecutor

FOR WASHINGTON STATE UNIVERSITY EXTENSION

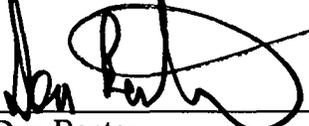
Richard Koenig, Associate Dean and Director, WSU
Extension

Date

Daniel G. Nordquist, AVPRA/Director
Office of Grant & Research Development

Date

FOR CLARK COUNTY, WASHINGTON:



Don Benton
Environmental Services Director

12/31/13

Date

Exhibit A
2014 Scope of Work
Small Acreage Landholder Outreach

This Task Assignment is provided in accordance with the Professional Services Agreement between Clark County and Washington State University Extension. All provisions outlined in the Professional Services Agreement shall apply to work performed by Washington State University Extension in the execution of this agreement.

This exhibit outlines the scope of work and budget for January 1, 2014 through December 31, 2014.

WSU Clark County Extension (Contact)
1919 NE 78th Street
Vancouver, WA 98665

County Director: Douglas M. Stienbarger
360-397-6060 ext. 5742
doug.stienbarger@clark.wa.gov

Clark County Environmental Services
Sustainability and Outreach
P.O. Box 9810
Vancouver, WA 98666-9810

Sustainability and Outreach Division
Manager: Anita Largent 360-397-2121 ext. 4484
anita.largent@clark.wa.gov
Project Manager: Rob Guttridge
360-397-2121 ext 4344
rob.guttridge@clark.wa.gov

Project Timeframe: January 1, 2014 – December 31, 2014
TOTAL Project Amount: \$53,000

Supervision

It shall be the responsibility of the WSU Clark County Extension Director to provide supervision and oversight, and to assure the deliverables outlined in this contract and the annual scope of work are met by the appropriate faculty and staff.

Program Materials

Environmental Services and WSU Clark County Extension staff will work together in the development of all educational and promotional materials related specifically to the implementation of the scope of work.

Program

This Attachment specifies the activities the Small Acreage Landholder Outreach Program will implement for the Clark County Department of Environmental Services. These activities account for approximately 71% of the Coordinator's time. Other activities will be implemented as part of the Extension office component of this program.

WSU Extension will deliver an education program for Clark County residents to increase their awareness of the connection between their property management and the non-point pollution of

stormwater and runoff. WSU Extension will work with Clark County to provide county residents with the knowledge and skills necessary to implement management practices that will reduce potential pollution to the county's surface waters. These practices, known as Best Management Practices (BMPs), have been formulated and accepted by regulatory agencies. It is not the intent of WSU Extension to provide on-site technical guidance to program participants, but rather refer them to the appropriate organization (e.g., Clark CD).

Task 1 - Best Management Practices (BMPs) Guidelines

In general, the Coordinator will rely on BMP guidelines established by the USDA's Natural Resource Conservation Service (Field Office Technical Guide [FOTG] <http://www.nrcs.usda.gov/technical/efotg/> and other accepted BMPs for small acreages as listed in Extension and other agency materials.

Task 1a. Information Resources

The Coordinator will look at similar programs in the Western Washington/ Oregon regions to maintain a file of materials that can be used to provide packets of information to program participants. This information will benefit all program participants who will have access to their own resource file. Examples include "factsheets" produced by Conservation District offices, Extension, or private groups (e.g., <http://wellwater.orst.edu/> and <http://snohomishcd.org/publications>).

The Coordinator will develop links to relevant sources of information on the internet that will be hosted on the Extension Web page. The Coordinator will also add additional educational content to the Web site and Facebook page.

The Coordinator will track hits and downloads from the Small Acreage section of the Extension website. Videos posted on the Extension and Clark County Youtube accounts will also be tracked.

- Deliverables:*
1. *Ongoing* – Expand file of reference materials (to be added to as additional materials become available).
 2. *Ongoing* – Update resource list links and information posted to the Extension Web site and Facebook page.
 3. *Ongoing* – Track hits and downloads from the Small Acreage section of the Extension website and Youtube sites monthly.

Task 1b. Publications

The Coordinator will prepare at least one factsheet, voiceover PowerPoint, or video clip for the web, on topics relevant to the small acreage landholders and suitable for public outreach. The chosen product will be posted to the WSU Extension website and made available to the public through email, mail, and at special events. Topics may include, but are not limited to: weed management, increasing wildlife habitat, selecting footing materials for livestock turnouts, bedding materials, fence building and design, utilizing rainwater for livestock watering, or other mutually agreed upon topics with the County.

The Coordinator will also write and submit at least one educational article to a local newspaper or regional magazine targeting the equine community, or a publication. The article/publication will provide information on how readers can implement BMPs on their horse properties.

Several factsheets need updating. The Coordinator will update the following factsheets: What Can You Do On Your Land: FAQs, Current Use Taxation, Constructing Ponds and Water Features, and Small Acreage Landowners Resource Directory.

- Deliverables:*
- 1) *October 15* – What Can You Do On Your Land: FAQs, Current Use Taxation, Constructing Ponds and Water Features, and Small Acreage Landowners Resource Directory factsheets updated.
 - 2) *November 15* – Article submitted to local newspaper or region magazine, or publication finished.
 - 3) *November 30* – Factsheet or online PowerPoint competed.

Task 2 - Public Education & Outreach

Task 2a. Living On the Land: Stewardship for Small Acreages

The Coordinator will use the *Living on the Land: Stewardship for Small Acreages* curriculum (LOL) to provide overall structure to public outreach. LOL helps small acreage landowners receive a complete picture on how they might best manage their land. Emphasis will be placed on reaching residents from unincorporated areas.

The *Living on the Land* curriculum consists of eight modules on managing small acreages: inventorying resources; soils (including fertilizer use); water (water quality, wells, and septic systems); pasture management (reduces runoff); animal management (grazing management, manure management); wildfire reduction; small farm business opportunities; and sustainability. The eight modules contain 23 lessons that form individual, two hour workshops; the course series uses only those lessons deemed applicable to Clark County landowners. Examples of landowner behaviors addressed in this curriculum include, but are not limited to:

Behaviors	Potential Impact on Stormwater / Runoff
Ignorance of land use constraints (regulatory environment, physical site limitations)	Poor land use practices
Poor pasture/vegetation management	Runoff contaminated with sediment, fertilizer, herbicides, pesticides
Poor animal grazing management	Reduced ground cover with increased sediment / manure runoff
Activities causing soil compaction	Increased quantity and ability to transport pollutants
Poor knowledge of causes of non-point source pollution	Increased pollutants in runoff
Septic system mismanagement	Pathogen contamination in runoff
Poor manure management	Runoff polluted with nutrients

The Coordinator will conduct the *Living on the Land* series once in the fall of 2014. Those participants taking the entire series will finish the course with a rough draft stewardship management plan for their property. In lieu of field trips limited to class participants, the Coordinator will set up at least one tour of a small acreage property as part of the course which will also be open to the public.

Deliverables: December 15 – Complete *Living on the Land* class series; graduate at least 25 people.

Task 2b. Well and Septic Maintenance Workshops

WSU Extension will provide public outreach on proper septic system maintenance and the protection of wellheads and well water quality. The workshops will also incorporate a certification component for homeowners to inspect their own gravity fed septic systems. Three workshops will be conducted in locations around the county. The program will partner with Clark County Public Health to provide both the well and septic portion of the workshops. Depending on availability of funds, well water tests for bacteria or nitrogen, provided at a discount by Addy Labs in Vancouver, will be offered to attendees upon registration payment. Advertising will occur through local newspapers, and listservs. The program will consider other promotional methods if necessary to attain good attendance, such as vendor discounts for those attending workshops. The Coordinator will work with Extension, Public Health, and Clark County staff when appropriate.

Deliverables: June 30 – One well and septic maintenance workshop completed.

July 26 – Second well and septic maintenance workshop completed.

November 22 – Third well and septic maintenance workshop completed (*session of Living on the Land open to public*).

Task 2c. Best Management Practices Workshops

The Coordinator will educate small acreage landowners on managing their land to minimize potential pollution of surface waters and runoff. Three workshops will be offered in 2014; the workshops will provide an overview of BMPs appropriate to small acreage properties such as: stream bank fencing, roof runoff management, manure storage and composting, pasture management, weed management and proper herbicide use, mud management, and alternative watering methods. The workshops will be presented at different locations throughout the county, and future program events will be promoted at the workshops.

Deliverables: April 16 – Conduct first workshop

June 30 – Conduct second workshop

October 30 – Conduct third workshop

Ongoing - Revise and maintain a speaker's list; seek new speakers; track speaker quality.