

CLARK COUNTY  
STAFF REPORT

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

DATE: September 16, 2014

REQUEST: Execute the Professional Services Agreement between Clark County and Comcast Spotlight for a not-to-exceed amount of \$140,000.

CHECK ONE:  Consent  Hearing  Chief Administrative Officer

**BACKGROUND:** During 2014 Clark County implemented a new approach to target urban residents who find it difficult to handle items that cannot be easily recycled curbside and rural residents who do not have easy access to a recycling center. Items include: foam, appliances, e-waste, metals, yard debris, wood, tires and batteries. The program built on the successful satellite collection events for household hazardous waste with nine events offered in Yacolt (4/12), Ridgefield (4/19), Washougal (4/26), La Center (5/3), Camas (5/17), Fisher's Landing (5/24), Clark College (9/13), Hazel Dell (9/20) and Battle Ground (10/4). Grant funding through the Department of Ecology Coordinated Prevention Grant allows for advertising and outreach costs. The County solicited proposals from Cable television providers. Comcast was selected as they have been effectively used by the Fairgrounds, Public Health and provided the best targeted reach for the cost in addition to being able to provide video production.

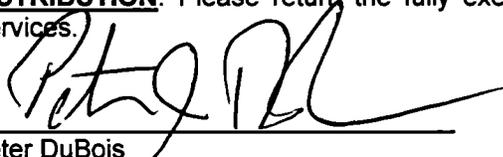
**COMMUNITY OUTREACH:** The agreement is consistent with program services for County residents identified in the Solid Waste Management Plan and the Department of Ecology Coordinated Prevention Grant. The Solid Waste Advisory Commission has been advised of and endorses the satellite collection program for household hazardous waste and the expanded Recycling Day events. As the Solid Waste Program is regional, the County has and will continue to coordinate these events with all municipalities.

**BUDGET AND POLICY IMPLICATIONS:** Comcast was selected as the largest and only cable company serving Clark County and is the only media delivered to living rooms that can separate Clark County viewers into a stand alone zone for our ads. This allows for tremendous efficiency in targeting our audience. Funding for this service is included in the approved Environmental Services 2013-14 budget in Fund 4014 and proposed 2015-16 budget in Fund 4014. The advertising costs are funded through the Coordinated Prevention Grant (CPG) from Ecology.

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

**ACTION REQUESTED:** Execute the Professional Services Agreement between Clark County and Comcast Spotlight, for a not-to-exceed amount of \$140,000.

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

  
Peter DuBois  
Solid Waste & Environmental Education Manager

APPROVED:   
CLARK COUNTY, WASHINGTON  
BOARD OF COMMISSIONERS

  
Don Benton  
Director Environmental Services

September 16, 2014  
SR 2014-14

Attachment: Professional Services Agreement



*mgr  
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.

Expenditures are for advertising to promote Recycling Events. The agreement has a not-to-exceed amount of \$140,000. 75% of costs of the program are covered under the Coordinated Prevention Grant. This does not impact the General Fund.

## Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Ecology Coordinated Prevention Grant	\$0.00	\$30,000.00	\$0.00	\$75,000.00	\$0.00	\$0.00
Fund 4014 - Solid Waste Fund	\$0.00	\$10,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00
	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00
Total:	\$0.00	\$40,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00

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

Revenues are from the Department of Ecology Coordinated Prevention Grant and solid waste system disposal contract and recycling contracts. This Agreement will not exceed \$140,000. This does not impact the General Fund.

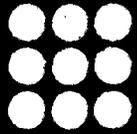
## Part III: Estimated Expenditures

III.A - Expenditures summed up

Fund 4014 - Solid Waste Fund	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
Fund 4014 - Solid Waste Fund		\$0.00	\$40,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Total:		\$0.00	\$40,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00

III.B = Expenditure by object category

Fund 4014 - Solid Waste Fund	Current Biennium		Next Biennium		Second Biennium	
	4014	Total	4014	Total	GF	Total
Salary/Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$40,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other controllables	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Capital Outlays	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Inter-fund Transfers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Debt Service	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total:	\$0.00	\$40,000.00	\$0.00	\$100,000.00	\$0.00	\$0.00



# Attachment "A"

**Scope of Work**

See attached Proposal

**Compensation**

Based on the above project description, Comcast Spotlight and the County mutually agree that the total amount of the billings for Attachment A shall not exceed \$40,000.

**Contact Information:**

**Recipient Name:**

COUNTY Project Manager:

Comcast Spotlight

Heidi Wilcox, Account Executive

Karen Underhill

(503)535-6133

(360) 397-2121, ext. 5121

Heidi\_Wilcox@cable.comcast.com

Karen.underhill@clark.wa.gov

*Heidi Wilcox for Don Benton*

Don Benton, Environmental Services Director

Date

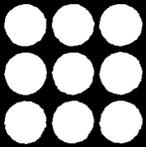
*Heidi Wilcox*

*9.15.14*

Comcast Spotlight

Date

COMCAST  
SPOTLIGHT®



COMCAST SPOTLIGHT

## Environmental Services

### Recycling done Right

A multi media proposal to increase recycling and diversion rates, to educate Clark County residents and create behavioral change in 2014

Clark County Department of Environmental Services

Presented by:  
Heidi Wilcox  
Account Executive  
(503)535-6133  
[Heidi\\_Wilcox@cable.comcast.com](mailto:Heidi_Wilcox@cable.comcast.com)

COMCAST  
SPOTLIGHT®



## Value added for September push



- Maximize top tier networks on
  - Continue to support the schedule delivering high frequency on: Animal Planet, DIY, Hallmark and Oxygen

- Increased prime time viewing for maximum visibility

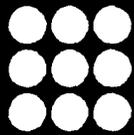
- Many top programs including: Deadliest Catch, Pawn Stars, Rizzoli & Isles, Project Runway

- Added Value: 174 promo spots added to Sept contract

- Tag Animal Planet: Habitat Preservation
- Free production
- Value \$4,350

- Revised In Banner Video: all traffic thru Green Neighbors website.

- To include the following tabs:
  - Calendar of Events
  - Recycling- Waste reduction
  - Volunteer-Get involved
  - Services-Resources



# Sept Recycle Day Schedule \$10,000

Total # of TV Spots

375

Total Online Impressions

In-Banner Video  
Static banner on Home Page 264,000 imp

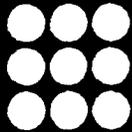
Total Impressions

449,865

## Clark Co Enviro Recycle Day Sept 2014

Clark County Environ  
Sept 1, 2014 - Oct 3, 2014  
W 35+

Rate \$\$.00	Unit	Wk	Tot	Wk 1 - Wk 6		Rch %	Freq	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5
				Prog Name	Imp							
\$10000.00	375			185865		59.4%	2.9	81	81	50	82	81
\$10000.00	375			185865		59.4%	2.9	81	81	50	82	81
\$10000.00	375			185865		59.4%	2.9	81	81	50	82	81
\$1520.00	44			30908		13.0%	2.2	11	11		11	11
\$68.00	2			650	FOOD PRIME	5.7%	1.3	3	3		3	3
\$22.00	6			722	FOOD WEEKEND	10.9%	2.0	8	8		8	8
\$2688.00	56			53572		21.8%	2.3	14	14		14	14
\$63.00	6			1053	HISTORY PRIME	18.1%	1.7	8	8		8	8
\$28.00	5			828	HISTORY WEEKEND	10.7%	1.7	6	6		6	6
\$176.00	4			8935		6.4%	1.3	1	1		1	1
\$44.00	1			2234	PROJECT	6.4%	1.3	1	1		1	1
\$1620.00	20			28899	SNOWDAY	14.8%	1.8	5	5		5	5
\$81.00	4			1445	TNT PRIME	14.8%	1.8	5	5		5	5
\$244.00	61			16651		6.2%	2.5	13	12	12	12	12
\$4.00	12			273	ANIMAL PLANET	6.2%	2.5	13	12	12	12	12
\$272.00	68			14852		5.1%	2.7	13	13	14	14	14
\$4.00	14			216	DIY	5.1%	2.7	13	13	14	14	14
\$200.00	50			24579		10.3%	2.2	10	10	10	10	10
\$4.00	10			492	HALLMARK	10.3%	2.2	10	10	10	10	10
\$280.00	70			7091		2.4%	2.7	14	14	14	14	14
\$4.00	14			101	OXYGEN	2.4%	2.7	14	14	14	14	14
\$3000.00	2			579	NOT INSERTABLE	0.5%	1.0	1	1		1	1
\$1500.00	0			290	IMPRESSIONS	0.5%	1.0	1	1		1	1



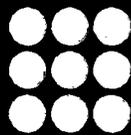
# Sept Recycle Day - Option 2 - \$6,575

Total # of TV Spots	284
Total Online Impressions	In-Banner Video Static banner on Home Page 127,500 imp
Total Impressions	262,128

## Clark Co Enviro Recycle Day Sept 2014

Clark County Environ  
Sept 3-21, Sept 29 - Oct 3, 2014

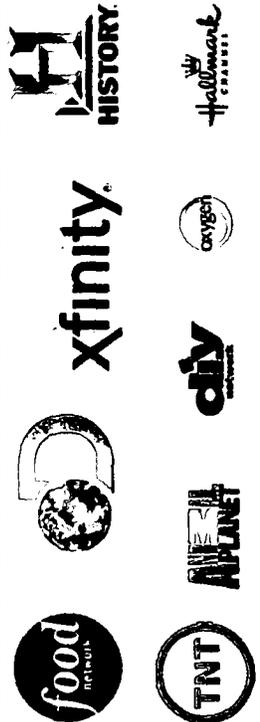
Rate \$5.00	Unit/ Wk	Unit Tot	Wk 1 - Wk 5 Adults 35+	Rch %	Imp	WK				
						9/1 '14	9/8 '14	9/15 '14	9/22 '14	9/29 '14
\$6575.00		284	134928	53.9%	134928	74	82	88		60
\$6575.00		284	134928	53.9%	134928	74	82	88		60
\$6575.00		284	134928	53.9%	134928	74	82	88		60
\$1168.00		28	19428	10.5%	19428	8	12	4		4
\$68.00		12	652	6.0%	652	4	4	4		4
\$22.00		16	725	7.7%	725	8	8			
\$1784.00		38	38074	18.2%	38074	10	14	14		
\$63.00		20	1058	14.2%	1058	4	4	8		8
\$28.00		18	830	9.5%	830	6	6	6		6
\$132.00		3	8728	5.5%	8728	1	1	1		1
\$44.00		3	2243	5.5%	2243	1	1	1		1
\$1215.00		15	21758	13.2%	21758	5	5	5		5
\$81.00		15	1451	13.2%	1451	5	5	5		5
\$186.00		49	13428	5.9%	13428	13	12	12		12
\$4.00		49	274	5.9%	274	13	12	12		12
\$216.00		54	11602	4.9%	11602	13	13	14		14
\$4.00		54	215	4.9%	215	13	13	14		14
\$160.00		40	19893	9.7%	19893	10	10	10		10
\$4.00		40	492	9.7%	492	2.0	2.0	10		10
\$224.00		56	5898	2.3%	5898	14	14	14		14
\$4.00		11	102	2.3%	102	2.4	2.4	14		14
\$1500.00		1	219	0.2%	219	1.0	1.0	1		1
\$1500.00		1	219	0.2%	219	1.0	1.0	1		1



# March- Sept Campaign Summary

Commitment	5 month March-Sept 2014
TV & Online Advertising Zones	Targeted focus to Vancouver WA
Networks	9
Total # of TV Spots	*1,813 Using opt 1 for Sept
PROMO SPOTS	174
Total Online Impressions	In-Banner Video Static banner on Home Page *662,000 Using opt 1 for Sept
Total Impressions	1,212,779 Using opt 1 for Sept

March	\$6,000	\$4,500 spot \$1,500 Webb
April	\$5,236	\$3,736 spot \$1,500 Webb
May	\$7,080	\$5,680 spot \$1,500 Webb
June	\$6,002	\$4,502 Spot \$1,500 Webb
Sept	\$10,000	\$7,000 Spot \$3,000 Webb
Promo	\$0	Value \$4,350
Package Value		\$38,669
Media Investment		\$34,319
Production		\$4,500



**Total Investment: \$38,819**

**COMCAST SPOTLIGHT**

**Attachment "B"**

**Formal Task Assignment Document**

**Professional Services for Comcast Spotlight**

**Scope of Work**

Comcast will develop an annual multimedia proposal to increase recycling and diversion rates, to educate Clark County residents and create behavioral change for the years of 2015 and 2016. If agreed to by both parties the proposal will be implemented. County staff will have final review of all materials produced.

**Compensation**

Based on the above project description, Comcast Spotlight and the County mutually agree that the total amount of the billings for Attachment B shall not exceed \$100,000 (\$50,000 annually for the calendar years of 2015 and 2016).

County shall make at least quarterly payments to Comcast Spotlight for performing work upon receipt of a written invoice according to the proposal and following schedule: January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and September 1<sup>st</sup> of each year. Payment will be made within 30 days of receipt of invoice.

**Reporting.** A quarterly report shall be submitted to the project manager within 20 days following the end of each quarter.

Quarterly Reports are due on the 20<sup>th</sup> of April, July, October and January. These reports will contain a summary at a minimum of:

- Networks
- Total # of TV Spots
- PROMO SPOTS
- Total Online Impressions
- Total Impressions

**Other**

Contact Don Benton, phone 360-397-2121, ext. 5358 with any questions or concerns regarding this scope of work.

**Contact Information:**

**Recipient Name:**

Comcast Spotlight  
Heidi Wilcox, Account Executive  
(503)535-6133  
Heidi\_Wilcox@cable.comcast.com

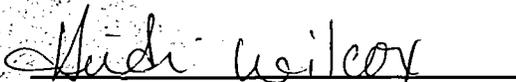
**COUNTY Project Manager:**

Karen Underhill  
(360) 397-2121, ext. 5121  
Karen.underhill@clark.wa.gov



Don Benton, Environmental Services Director

Date



9.15.14

Comcast Spotlight

Date

# Professional Services Agreement

Agreement Purchase No. \_\_\_\_\_

EN 1443

THIS AGREEMENT, entered this 1st day of March 2014, by and between Clark COUNTY, after this called "County," a political subdivision of the State of Washington, and Comcast Spotlight, after this called "Contractor."

## WITNESSETH

WHEREAS, the Contractor has been chosen through a process review of cable television providers by the County and has the expertise to provide professional services for Clark 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, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as set forth in Exhibit A for 2014. Projected services for 2015 and 2016 are set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. Services for 2015 and 2016 will be agreed by both parties in writing and signed by the Clark County Director of Environmental Services.

2. Time. The agreement shall be effective beginning March 1, 2014 and ending December 31, 2016.

3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit A.

Services for 2015 and 2016 will be based on performing said services approved by the County as set forth in Exhibit B. The parties mutually agree that, unless the County gives prior written approval for excess billing, the amount billed by Contractor shall not

exceed forty thousand dollars (\$40,000) for 2014; fifty thousand dollars (\$50,000) for 2015; and fifty thousand dollars (\$50,000) for 2016.

4. Termination. The County may terminate this Agreement for any reason by giving the Contractor five days' notice prior to termination. Further, the County may terminate this Agreement upon immediate notice to Contractor if the funding for the project ceases. The Contractor will be reimbursed for services expended up to the date of termination.

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

6. Indemnification. The Contractor does release, indemnify and promise to defend and save harmless the County, its officers, officials, employees and agents from and against any and all liability, loss, damages, expenses, actions and claims, including costs and reasonable attorney's fees incurred by the County, its officials, officers, employees and agents in defense thereof, asserted or arising directly or indirectly on account of or out of the performance of service pursuant to this Agreement. In making these assurances, the Contractor specifically agrees to indemnify and hold harmless the County from any and all bodily injury claims brought by employees of the Contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the County; provided, however, this section does not purport to indemnify the County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the County, its elected officials, officers, employees and agents.

7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its

employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full Responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this Agreement, Exhibit A, Exhibit B, and any amendments hereto that have been agreed in writing by both parties.

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 in writing, signed by both parties and incorporated as written amendments to the Agreement.

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

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

14. Confidentiality. Except as provided in Section 12, above, with respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

15. 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 no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Agreement.

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

in written amendments hereto duly executed by both parties.

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

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

Comcast Spotlight

By Heidi Wilcox

Print name Heidi Wilcox

Title Account Manager

CLARK COUNTY

Tom Mielke

By Tom Mielke, Chair

By David Madore, Commissioner

APPROVED AS TO FORM ONLY  
ANTHONY F. GOLIK

Clark County Prosecuting  
Attorney

Christine Cook

By: Christine Cook,  
Sr. Deputy Prosecuting Attorney

By Edward L. Barnes, Commissioner

**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.