

# CLARK COUNTY STAFF REPORT



**DEPARTMENT:** Public Works/ Parks Division

**DATE:** February 3, 2015

**REQUESTED ACTION:** Approval of the Professional Services Contract between Clark County and Conservation Technix Inc. in an amount not to exceed \$40,000, and approval of the Interdepartmental Agreement between Public Works and Community Planning in an amount not to exceed \$20,000. These expenses are for professional and consultant services for the Comprehensive Parks, Recreation and Open Space (PROS) Plan.

**SR Number:**

**FOR APPROVAL BY:**   X   BOCC      COUNTY MANAGER      HEARING

## **PUBLIC WORKS GOALS:**

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

## **BACKGROUND**

These contracts provide consultant services for the Comprehensive Parks, Recreation and Open Space (PROS) Plan. Conservation Technix is a professional consulting firm that will play a critical role in assisting parks and community planning staff with parks specific research, data collection, public engagement and preparing the Comprehensive PROS Plan for presentation and approval by the Board of County Councilors (BOCC).

## **ADMINISTRATIVE POLICY IMPLICATIONS**

There are no implications to existing policies.

## **COUNCIL POLICY IMPLICATIONS**

This staff report requests professional consulting services to complete the necessary components of the PROS plan which must be referred to the council after completion with a recommendation from the county manager.

## **PREVIOUS REVIEWS AND ACTIONS**

The BOCC interviewed and selected Parks Advisory Board members in 2014. These members are tasked with providing staff and the consultant with relevant information necessary to complete the PROS plan.

## **COMMUNITY OUTREACH**

Community Outreach will be substantial in 2015 with open houses, stakeholder discussions, public polls, CVTV videos and news releases. Interactive social networking platforms will also be utilized to seek public comments necessary for the PROS plan.

*man  
OK  
y!*

PWIS-005

**BUDGET IMPLICATIONS**

Check one.

YES	NO	
		Action falls within existing budget capacity.
		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.

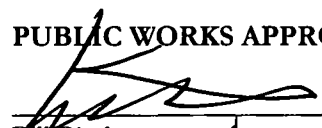
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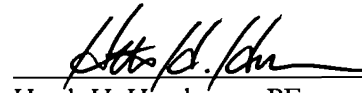
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**DISTRIBUTION OF COUNTY MANAGER STAFF REPORTS:**

Public Works Administration – Anita Temme

**PUBLIC WORKS APPROVALS:**

  
 \_\_\_\_\_  
 Bill Bjerke  
 Parks Division Manager  
 Division Name

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

**Attachments:**

- Professional Services Contract with Conservation Technix Inc.
- Exhibit A - Scope of Work - Conservation Technix Inc.
- Exhibit B - Fees - Conservation Technix Inc.
- Interdepartmental Agreement between Public Works and Community Planning

CC: Lori Pearce  
Bob Stevens  
Leanne Mattos

APPROVED:   
 \_\_\_\_\_  
 CLARK COUNTY, WASHINGTON  
 BOARD OF COUNTY COUNCILORS

DATE: March 3, 2015

SR #: 039-15

**COUNTY MANAGER ACTION\RECOMMENDATION**

**By:** Public Works/Parks Division

**Date:** February 3, 2015

**SR Number:**

**REQUESTED ACTION:** Approval of the Professional Services Contract between Clark County and Conservation Technix Inc. in an amount not to exceed \$40,000, and approval of the Interdepartmental Agreement between Public Works and Community Planning in an amount not to exceed \$20,000. These expenses are for professional and consultant services for the Comprehensive Parks, Recreation and Open Space (PROS) Plan.

**COUNTY MANAGER RECOMMENDATION:**

<b>Action</b>	<b>Conditions</b>	<b>Referral to council?</b>
<i>Approval\denial</i>	<i>Enter conditions or requests here</i>	<i>Yes\No</i>

**DISTRIBUTION**

Public Works Administration – Anita Temme, Lori Pearce

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# BUDGET IMPACT ATTACHMENT

## Part 1: Narrative

Funding to support the professional service has been planned for 2015, however it was not funded in the 2015 Parks Administration Budget. Additional budget capacity is necessary and will be requested at the Spring supplemental.

## Part 2: Budget Impact

Include full position costs, including salaries and benefits.

Expenditure: General Fund Administration Budget

Fund	Dept	Obj	Expense Change Year 1	Expense Change Year 2	Expense Change Year 3	Expense Change Year 4	Expense Change Year 5	Expense Change Year 6	One Time or Ongoing
1032	488	419	\$40,000						One Time
1032	488	410	\$20,000						One Time
<b>Total:</b>			<b>\$60,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,000</b>

Revenue: General Fund Parks Administration Budget

Fund	Dept	Obj	Expense Change Year 1	Expense Change Year 2	Expense Change Year 3	Expense Change Year 4	Expense Change Year 5	Expense Change Year 6	One Time or Ongoing
1032	488	419	\$40,000						One Time
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<b>Total:</b>			<b>\$60,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,000</b>

## Part 3: FTE Profile Over Time

# FTE	Type*	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
N/A							

\*operating, revenue, project, temporary

Estimated start date for employees: N/A

PW15-005

**Professional Services Contract**  
Contract Purchase Agreement No. \_\_\_\_\_

THIS Professional Services Contract is agreed, effective upon signature of this contract by and between CLARK COUNTY (County), a political subdivision of the State of Washington, and Conservation Technix, Inc. (Contractor).

WITNESSETH

WHEREAS, the Contractor has been chosen for its expertise to provide "planning and consulting services on the Comprehensive Parks, Recreation and open space Plan and the Capital Facilities plan therein".

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 follows:

Collaborate with the Department of Public Works Parks Division and Community Planning to generally provide professional services for Clark County and to perform those services more particularly outlined in Exhibit "A".

2. Time. The contract shall be deemed effective upon signature of this contract by and between the County and the Contractor and will remain in effect through December 31<sup>st</sup>, 2015.

3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice based on the charge for services outlined in Exhibit "B". The parties mutually agree that in no event shall the amount of billing exceed \$40,000

including applicable taxes, without prior written approval from the County.

4. Termination. The County may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in this contract. The waiver by the County of one or more breaches shall not be held or construed as a waiver of any other breach or breaches. Further, County may terminate this 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 performed up to the date of termination.

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

6. Indemnification / Hold Harmless. The Contractor 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 the Contractor in performance of this contract except for injuries and damages caused by the sole negligence of the County. If a court of competent jurisdiction determines 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 Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor'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 Agreement.

7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and the rules and regulations promulgated thereunder (together, "FSLA"), and any other legislation, rules and regulations, insofar as they are applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of or related to FSLA or said other legislation, rules and regulations.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all applicable taxes, including city, county, state and federal.

9. Contract Documents: Contract documents consist of this contract and Exhibit "A" and Exhibit "B". Where provisions of the contract and provisions of the exhibits are inconsistent, the provisions contained in the contract shall be controlling.

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 contract.

12. 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, 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 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/Department of Public Works.

13. Governing Law. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be in the Superior Court of 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, 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 in the performance of this contract, no person having such interest shall be employed by it.

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

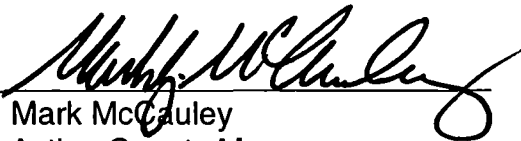


or in written amendments hereto duly executed by both parties.


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

IN WITNESS THEREOF, County and the Contractor have executed this agreement on this 4<sup>th</sup> day of May, 2015.


CLARK COUNTY

  
By: Mark McCauley  
Acting County Manager

CONSERVATION TECHNIX, Inc.

  
By: Steve Duh, CPRP  
Principal

APPROVED AS TO FORM ONLY  
ANTHONY F. GOLIK,  
Clark County Prosecuting Attorney

  
Christine Cook  
Deputy Prosecutor

## Project Scope

The Clark County Parks Division has an existing interdepartmental agreement with Clark County Community Planning for the development of certain components of the new Comprehensive Parks Plan. To supplement the efforts of Community Planning, Conservation Technix will provide project management and a range of technical assistance, as outlined below, to support the Parks Division toward the timely completion of the Comprehensive Parks Plan.

### Task 1: Project Management / Technical Assistance

- Review and discuss project progress through periodic coordination meetings in-person or via phone with Staff to assess draft work products or review current work tasks, key findings and proposed recommendations.
- Provide technical assistance to Parks Division staff on tasks performed throughout the Comprehensive Parks Plan Update being managed by Community Planning.
- Review preliminary findings and documentation prepared by Community Planning to provide additional technical, professional or policy perspectives and considerations.
- Provide consulting services for follow-up or technical planning advisory assistance for related tasks, as needed.

### Task 2. PAB Meeting Support

We will coordinate with staff on the development of Parks Advisory Board (PAB) agendas and attend regular meetings with the PAB to review project progress and outline recommendations. We envision approximately ten sessions with the PAB. We will use these sessions to talk through visioning, challenges, opportunities and unmet demands. Other discussions may include service standards, capital facility priorities and community outreach planning, along with discussions of partnerships and other considerations.

### Task 3. Community Engagement Program

We will work with the County to reach out to a broad spectrum of residents and interest groups, while also looking for ways to grow or expand partnerships and share information.

#### Public Involvement Coordination

Working with County staff, we will help define the methods and sequencing to engage the public and distribute project information. We will coordinate with the County to prepare and circulate informational materials to inform the public about the project and research findings. Work with staff to outline and contribute to project webpage content for the County's website and integrate with MindMixer to promote meetings, allow access to project materials and give transparency to



the process, as well as include meeting notices, meeting minutes, presentation graphics and draft and final reports. Administer and promote a MindMixer account (*see below*) as an additional engagement tool, which can be used to solicit directed feedback on certain topics and to share information about the Plan development. Prepare content for distribution via the County's social media platforms. It is assumed that the County will manage its social media platforms and content posting, along with the final content and graphic design for public announcements..

### **Community Meetings**

We will assist with the planning for and attend a series of community open house meetings as a means to gather community feedback about recreational needs and potential recommendations. We anticipate three to four meetings. For each meeting, we will prepare presentation materials specific to the session's format and intent, facilitate group discussions, record public comments and produce meeting summaries. Meetings will be conducted in different geographic areas of the county to facilitate convenient input from local residents. Prepare graphics and mapping products for public outreach efforts using map layouts and output provided by Clark County GIS.

### **Stakeholder Discussions (Optional)**

We will conduct up to four in-person small group stakeholder discussions (up to 8 participants) to more deeply address areas of partnership or service delivery. Information from these sessions could be used to aid in the development of action strategies or discuss and consider alternative funding scenarios. Potential stakeholders may include school district representatives, sport and trail groups, Clark County Legacy Lands Program, Neighborhood Associations Council, and civic groups (e.g., Rotary and Kiwanis), among others.

### **Community Survey**

Working closely with County staff and the project team, we will assist in the design of a community survey to identify general community sentiment and preferences, needs, demand and the general use of parks and recreation facilities and to inform and guide the direction and development of the system master plan. This survey will gather more focused feedback building on the previous 2013 survey and be available on the parks plan website, and solicited at community and stakeholder group meetings. It is assumed that Clark County staff will format and distribute the survey, as well as compile the initial summary results.

### **MindMixer online outreach platform**

In a time of social media and online information sharing, we will utilize the MindMixer platform for an integrated, on-going online community discussion. The tool allows for seamless integration with more traditional public meeting styles and surveys, and it enables residents to submit ideas, feedback and answer questions about key issues or topics. This tool is designed to enhance community engagement and solicit feedback from residents who may not attend

meetings. We will establish a MindMixer page, integrate the tool into the overall public involvement plan and provide a summary of MindMixer results.

### **CVTV Video Coordination**

In coordination with County staff, we will engage CVTV for the production and editing of several short videos featuring County representatives, PAB members and/or key stakeholders to discuss and promote the planning effort and encourage community participation. The videos will be incorporated into the MindMixer.

### **Community Activities & Displays (Optional)**

We will reach out to residents during two established community events (i.e. Farmer's Market, County Fair or another event suggested by staff). We will establish a display station at Public Service Center and another high usage occasion/venue to solicit input from those who might not otherwise engage via other outreach methods such as the internet or social media (seniors, ethnic groups). This will allow project team to ask targeted questions of facility users.

## **Task 4. Needs Assessment**

Assist Parks and Community Planning with the evaluation of the assessment of community demand and needs, which represents the core of the parks system planning process.

We will summarize findings and statistics and specifically address potential park, trail, program and maintenance improvements to meet the service demands requested by the community and stakeholders.

- Synthesize information from community outreach, program and facility evaluations, inventory analysis and demographics.
- Review current standards and classifications in comparison with recent community survey and national benchmark data and consider adjustments to parks level of service in light of potential park impact fee program adjustments.
- Review the need for updates to the park system classifications, definitions and service standards based on resident input, staff direction and an estimate of financial implications.
- Review and provide recommendations on service standard mapping prepared by Community Planning.
- Prepare a gap analysis to identify the demand, assess the capacity of the existing facilities, and determine if there are gaps in service or capacity to meet that demand for recreation facilities.
- Assess park service area needs and identify future demand (5 & 10 year) for parks and facilities.
- Identify and document potential target areas to serve as future parks or natural areas.
- Explore coordination with the Legacy Lands Program.



- Explore programmatic and policy linkages to the health care industry to promote active lifestyles, and to the local business and development community for the provision of recreation amenities via partnerships or incentives.

### **Task 5. PIF District / Build-out Considerations**

The planning process may result in potential revisions to the park impact fee program through realignment of district boundaries, fee indexing, or other future adjustments. Proposed changes will be reviewed in the context of implications to the capital improvements plan. This task does not include an update or revision to the park impact fee code or specific rates.

### **Task 6. Capital Improvements Plan**

We will develop a 6-year Capital Improvements Plan that identifies in priority order and sequences the actions necessary to implement Plan recommendations. Generate initial cost projection for all proposed park and recreation components, renovation and redevelopment, potential land acquisition and potential new development. Prepare a strategy and priorities for phased implementation of proposed recommendations. Capital improvements plan components will be organized based on funding availability, ease of implementation and construction cost.

We will develop a 20-year Capital Improvements Plan listing by project name, type and cost the acquisition and development improvements identified in the Needs Assessment, including the identification of potential funding requirements and options.

### **Task 7. Draft Parks & Recreation Plan Development**

The draft Plan will outline a framework for the improvement and growth of recreation facilities, amenities and potential acquisitions responsive to the specific needs of the community. This framework will help clarify funding, program objectives, development or resource goals, and it will set a long-range vision for the Division and provide clear action items and strategies for implementation.

The draft Plan will include a compilation of all the analysis and recommendations from the planning process to date and will include chapters detailing the public process, system inventory, community needs, goals and implementation actions and strategies. The Plan will conform to the requirements of the WA Recreation and Conservation Office, which is necessary for plan approval for future grant applications.

Additionally, the Plan will incorporate the following:

- Articulate clear goals and discrete policies for park, trail, open space and recreation facility service delivery
- Identify potential public funding sources, grants and strategic partnerships with private entities



- Recommend levels of service adjustments; Assess and recommend enhancements for programs, events and facilities
- Identify opportunities for adaptive re-use of existing facilities and park development or enhancements based on the community needs assessment
- Identify opportunities for cooperative arrangements with the school district, civic groups, private development community, businesses and initiatives with local cities
- Identify opportunities for volunteer activity, neighborhood / citizen participation in the County's recreation offerings and opportunities for interagency cooperation

We will provide electronic copies of the Plan for review by staff and the PAB.

Following the staff and PAB review of the draft plan, we will revise the document and produce a public draft Parks Plan for distribution to and review by appointed commissions, BOCC and general public.

## **Task 8. Plan Reviews & Approval**

### **PAB Review**

Conduct up to two study sessions with the Commission for their review and comment. The sessions will focus on the draft Plan and highlight the key considerations about services, policies, program strategies and capital priorities. Comments and direction will be incorporated into the Plan and provided to staff for circulation to the BOCC.

### **Planning Commission Review**

Conduct one study session with the Planning Commission for their review and consideration of the draft Parks Plan. This session will provide the Commission with the framework of the Plan, its objectives, policy recommendations and integration with the County Comprehensive Plan.

### **BOCC Review & Hearing**

To facilitate formal adoption of the Parks Plan, attend up to two work sessions with the BOCC and present the plan with staff. The intent will be to review the key findings, financing measures, policy recommendations and implementation strategies and to receive Commission's comments prior to formal approval.

## **Task 9. Plan Revisions & Final Documentation**

Incorporate final comments to finalize the Parks Plan. Coordinate with staff regarding the final approval of the Plan by the BOCC. Produce and publish the Parks Plan in color and in booklet format, delivered in both hard copy (20 copies) and electronic format. A CD of all deliverables (e.g., data files, maps, GIS layers, project records, etc.) will be provided in digital formats at project completion.

## Project Fees

We propose a total not-to-exceed cost (including expenses) of \$40,000. Staff rates and a fee summary are listed below.

### Staff Rates

Principal	\$130
Senior Associate	\$115
Associate	\$90

### Fee Summary

Task 1. Project Management / Technical Assistance	\$2,000
Task 2. PAB Meeting Support	\$6,500
Task 3. Community Engagement Program	\$10,500
Task 4. Needs Assessment	\$3,500
Task 5. PIF District / Build-out Considerations	\$2,000
Task 6. Capital Improvements Plan	\$3,500
Task 7. Draft Parks & Recreation Plan Development	\$5,500
Task 8. Plan Reviews & Approvals	\$2,500
Task 9. Plan Revisions & Final Documentation	\$1,800
<u>Reimbursables (mileage, meeting materials, printing)</u>	<u>\$2,200</u>
<b>TOTAL</b>	<b>\$40,000</b>



**INTERDEPARTMENTAL AGREEMENT**  
**Between**  
**Clark County Community Planning**  
**And**  
**Clark County Public Works Parks Division**  
**HDC.435**

The agreement entered into this \_\_\_\_\_ day of February, 2015, between CLARK COUNTY COMMUNITY PLANNING, hereinafter referred to as “DEPARTMENT”, and CLARK COUNTY PUBLIC WORKS PARKS DIVISION, hereinafter referred to as “PARKS”.

WHEREAS, Community Planning is coordinating work related to writing the new Clark County Comprehensive Parks, Recreation and Open Space Plan, hereinafter referred to as “COMPREHENSIVE PARKS PLAN”; AND

WHEREAS, Department is a community planning partner; AND

WHEREAS, Parks and Department desire to establish a relationship of cooperation to assure the Comprehensive Parks, Recreation and Open Space Plan includes necessary components; AND NOW THEREFORE

THE DEPARTMENT AND PARKS MUTUALLY AGREE AS FOLLOWS:

**1. RESPONSIBILITIES OF THE DEPARTMENT:**

Department has primary responsibility for ensuring that the Comprehensive Parks Plan meets all legal and county procedural requirements necessary for its adoption. To this end Department will:

- a. Collaborate with the Department of Public Works Parks Division on scheduling outreach event.
- b. Ensure that the Comprehensive Parks Plan complies with the County’s Code.
- c. Provide procedural guidance to Parks.
- d. Review the Impact Fee Ordinance
- e. Provide preparation of Parks Advisory Board documentation
- f. Capital Facilities Plan – Review the Capital Facilities Plan for accuracy
- g. Work with cities on policy coordination when the entire Comprehensive Plan is fully opened for revision.
- h. Work with Board of County Councilors to communicate about progress and determine when workshops are needed.
- i. Provide preparation for Planning Commission.
- j. Plan and prepare processes and documents necessary for compliance with SEPA and other necessary legal requirements.



2. PRICE AND PAYMENT TERMS:

Department staff will provide their services up to a maximum billing of \$20,000.00.

3. TERMINATION:

This agreement shall commence on the date first above stated and shall continue through December 31, 2015.

CLARK COUNTY PUBLIC WORKS

CLARK COUNTY COMMUNITY PLANNING

  
Bill Bjerke, Parks Division Manager

  
Oliver Orjiako, Community Planning Director

  
Heath Henderson, Public Works Director

CLARK COUNTY PROSECUTING ATTORNEY

  
Christine Cook, Deputy Prosecuting Attorney

CLARK COUNTY MANAGER

  
Mark McCauley, Acting County Manager