



CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH)

CCPH SR2016_40

DATE: April 5, 2016

REQUESTED ACTION:

Clark County Board of Councilors approval of Contract HDC.797 between the City of Vancouver (COV) and CCPH and authorization for the Public Health Director to sign amendments. This agreement will provide grant funds to COV to hire a planning consultant to assist COV with Complete Streets multi-modal design and safety implementation in the fourth Plain Corridor area. Total remuneration for this contract is up to \$67,500.00.

XXX Consent _____ Hearing _____ County Manager

BACKGROUND

CCPH is the recipient of grant funding from Kaiser Permanente to promote physical activity and community engagement in the Fourth Plain Corridor of Vancouver, Washington. This award will be used by COV to hire a planning consultant to assist COV with multi-modal design and safety implementation in the Fourth Plain Corridor area. The project will focus on developing an implementation plan based on the goals and strategies identified in the 2015 Fourth Plain Forward Plan and evolving City Complete Streets programs and policies. Elements to be included (but not limited to) are: prioritizing sidewalk infill locations based on a set of project area specific criteria; identifying locations to add additional street lighting; identifying potential locations for street murals; and evaluating the potential of new crossing locations that have been identified.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

This work augments a community collaborative effort called Fourth Plain Forward, funded by Kaiser Permanente, to increase physical activity and community resilience in the Fourth Plain Corridor. Key partners include the City of Vancouver, Americans Building Communities, the Healthy Living Collaborative of Southwest Washington, Bike Clark County, Vancouver School District, and others. This work will make the Fourth Plain area more beautiful, functional and safer.

BUDGET IMPLICATIONS

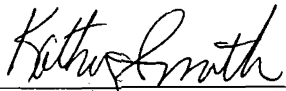
YES	NO	
XX		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

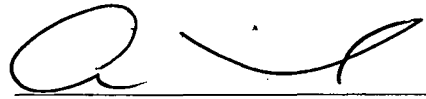
Local Fund Dollar Amount	
Grant Fund Dollar Amount	\$67,500
Account	1025, Public Health Fund
Company Name	City of Vancouver, Washington

DISTRIBUTION:


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



Kathy Smith
Grant Accounting Specialist



Alan Melnick, MD, MPH, CPH
Public Health Director/Health Officer



APPROVED:
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: April 5, 2016
SR# 073-16

APPROVED: _____
Mark McCauley, Acting County Manager

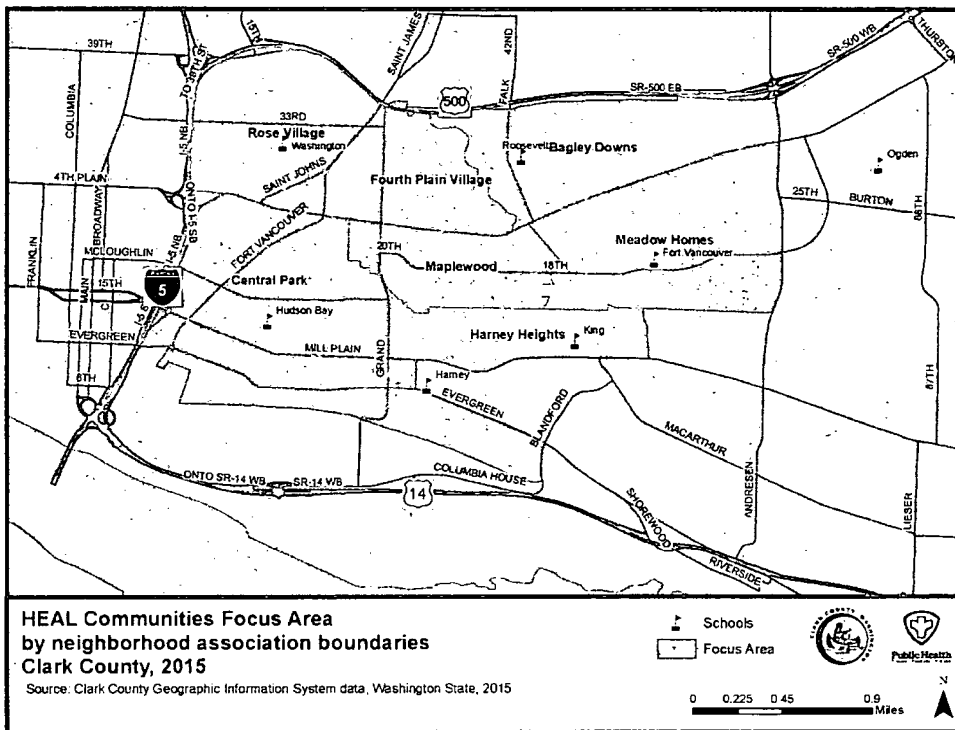
DATE: _____

INTERGOVERNMENTAL AGREEMENT
Between
CITY OF VANCOUVER
And
CLARK COUNTY PUBLIC HEALTH
HDC.797

This intergovernmental agreement between Clark County, hereinafter referred to as COUNTY, and City of Vancouver, Washington, hereinafter referred to as COV, is made and entered into pursuant to RCW 39.34 (Interlocal Cooperation Act).

I. PURPOSE:

Funds provided through COUNTY as part of the Kaiser Permanente HEAL Grant award will be used by COV to hire a planning consultant to assist COV with Complete Streets multi-modal design and safety implementation in the Fourth Plain Corridor area. The project will focus on developing an implementation plan based on the goals and strategies identified in the 2015 Fourth Plain Forward Plan and evolving City Complete Streets programs and policies. Elements to be included (but not limited to) are: prioritizing sidewalk infill locations based on a set of project area specific criteria; identifying locations to add additional street lighting; identifying potential locations for street murals, and evaluating the potential of new crossing locations identified in the plan. The project focus area is designated in the attached map.



This effort supports the mission purpose of this grant, to promote health and reduce obesity and chronic disease through active living. Creating an environment conducive to safe multi-modal transportation is recognized as best practice for increasing walking and biking in urban areas. Anticipated improvements to the Fourth Plain Corridor resulting from this work will also serve to improve local economic development, community resilience and connectedness, which are keys to a safe and resilient community.

II. STATEMENT OF WORK

The parties agree as follows:

1. The term of this agreement shall be from **April 15, 2016 through April 14, 2018** unless both parties agree to extend the termination date upon mutual written consent.
2. COV shall:
 - a) Develop a complete scope of work with deliverables and due dates for this project and obtain approval from COUNTY.
 - b) Utilize the COV's competitive hiring process to identify and hire a person/entity to provide these services that include but are not limited to:
 - 1) Creating an implementation plan based on the goals and strategies identified in the 2015 Fourth Plain Forward Plan and evolving City Complete Streets programs and policies. This may include, but is not limited to:
 - a. Prioritizing sidewalk infill locations based on a set of project area specific criteria.
 - b. Identifying locations to add additional street lighting.
 - c. Identifying potential locations for street murals.
 - d. Evaluating the potential of new crossing locations identified in the plan.
 - c) Maintain records that identify the source and application of funds.
 - d) Include COUNTY in meetings to develop the Scope of Work (SOW) and/or monitor the progress of the consultant.
 - e) Provide a progress report on the status of the work at the middle and end of the contracted period with the consultant.

- f) Attend monthly Healthy Neighborhood Coalition meetings on a regular basis to share results of this project with neighborhood stakeholders.
 - g) COV shall submit invoices for reimbursement as set forth in Section IV. Compensation, and must include with each invoice, copies of consultant invoices billed during the period.
3. COUNTY shall:
- a) Assist COV with developing the consultant SOW to ensure it meets the intent of the Kaiser Permanente grant.
 - b) Keep COV informed of any changes or developments in the focus of the Kaiser Permanente grant.
 - c) Include COV in all partner meetings and meetings of the Healthy Neighborhood Coalition to update the neighborhood
4. Quality of service will be assured as follows:
- a. Process Evaluation: Representatives from the COUNTY and COV will evaluate performance of planning consultant at regular intervals during the contract term and when services are complete to review the process, implement improvements, and update work plans.

III. LIAISON RESPONSIBILITY

A designated representative will be identified as the liaison for both departments.

IV. COMPENSATION

- 1. COUNTY agrees to pay COV for services performed as specified in Section II of the agreement. COV agrees that the total \$67,500 in funds specified in this Agreement will be tracked, accounted for, and reported separately from all other funds. \$40,000 of said funds are available before January 1, 2017 and the remaining \$27,500 may be used after that date.
- 2. COUNTY shall reimburse COV for costs incurred to hire a professional consultant for said services during the contract period.
 - a) Payments are on a reimbursement basis.
 - b) All awards made by COV shall be made on a reimbursement basis upon receipt of invoices for eligible expenses.
 - c) Professional consultant shall be procured according to the state or local laws, whichever is more stringent.

d) Procurement records must detail rationale for procurement method, contract type selection, contractor selection or rejection, and contract price basis.

All invoices received from COV shall be received no less than every 90 days and no later than the 15th day of the month following the termination or expiration of the agreement to the following address:

Clark County Public Health
Finance Department
PO Box 9825
Vancouver, WA 98666-8825

NOTE: An invoice must be submitted no later than January 15, 2017 for all unbilled work completed in 2016, in order to allow the COUNTY to close out fiscal year 2016. Similarly, an invoice must be submitted no later than January 15, 2018 for all unbilled work completed in 2017, in order to allow the COUNTY to close out fiscal year 2017.

V. TERMINATION

Either party may terminate this contract by providing 30 days' written notification.

VI. INDEMNIFICATION

Each party to this agreement shall be responsible for the negligence of its officers, employees, and agents in the performance of the agreement. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not party to the agreement.

VII. INSURANCE

Each party shall each be responsible for providing worker's compensation insurance as required by law. Neither party shall be required to provide or show proof of any other insurance coverage as long as the respective County remains a member in good standing with the Washington Counties Risk Pool or maintains alternate self-insured coverage comparable to the coverage provided by the Washington Counties Risk Pool.

VIII. ADHERENCE TO LAW

Each party shall comply with all federal, state, and local laws and ordinances applicable to this agreement

IX. NON-DISCRIMINATION

Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.

X. ACCESS TO RECORDS

Each party shall have reasonable access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.

XI. SUBCONTRACTS AND ASSIGNMENT

Neither party will subcontract or assign anything outside of what is included in this agreement without the written consent of the other party.

XII. CONFLICT OF LAW

Any provision herein that conflict with any law, statute, or regulation is deemed inoperative to that extent and the remainder of the contract terms remains in full effect and force.

XIII. GOVERNING LAW

The laws of the State of Washington shall govern this agreement. Venue for any litigation shall be Clark County, Washington.

XIV. CONFIDENTIALITY

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


XV. THIS IS THE ENTIRE AGREEMENT.

This agreement consists of fourteen sections and constitutes the entire agreement between the parties. Modifications to this agreement are valid only if made in writing and signed by all parties.

CITY OF VANCOUVER, WASHINGTON

BOARD OF COUNTY COUNCILORS
OF CLARK COUNTY, WASHINGTON

Eric Holmes, City Manager



Marc Boldt, Chair

Date _____

Date April 5, 2016

Contractor's Mailing Address:

Mailing Address:

PO Box 9825
Vancouver, WA 98666-8825

Dave Mercier, Deputy City Manager

APPROVED AS TO FORM
ANTHONY F GOLIK
Prosecuting Attorney

APPROVED AS TO FORM

Jonathan Young, Chief Assistant Attorney



Jane Vetto, Senior Deputy Prosecuting
Attorney

Date _____

Date _____

XXI. CONFIDENTIALITY

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

XXII. THIS IS THE ENTIRE AGREEMENT

This agreement consists of twenty-one sections and constitutes the entire agreement between the parties. Modifications to this agreement are valid only if made in writing and signed by all parties.

WASHINGTON STATE UNIVERSITY
CLARK COUNTY EXTENSION

BOARD OF COUNTY COUNCIL
CLARK COUNTY, WASHINGTON

By: _____


Marc Boldt, Chair

Date _____

Date APRIL 5, 2016

Jeanne E. Stewart, Councilor

Julie Olson, Councilor

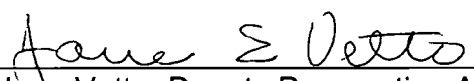
David Madore, Councilor

Tom Mielke, Councilor

Contractor's Mailing Address
1919 NE 78th St
Vancouver, WA 98665

County's Mailing Address
PO Box 9825
Vancouver, WA 98666-8825

APPROVED AS TO FORM
ANTHONY F GOLIK
Prosecuting Attorney



Jane Vetto, Deputy Prosecuting Attorney
Date 3/25/16