

**Professional Services Contract**  
Clark County Contract HDC.761

THIS AGREEMENT, entered this 3rd day of August 2015, by and between **CLARK COUNTY PUBLIC HEALTH**, after this called "County," a political subdivision of the State of Washington, and **ALTA PLANNING + DESIGN**, after this called "Contractor."

WITNESSETH

WHEREAS, County seeks to promote health and reduce the risk of chronic disease by encouraging policies, systems and environments that support active living, including street designs that encourage multi-modal transportation; AND

WHEREAS, County seeks a consultant that has the expertise to review the City of Ridgefield's comprehensive plan, engineering standards, and development code and make recommendations to bring these into compliance with a Complete Streets approach and to draft a Complete Streets resolution; AND

WHEREAS, the contractor has been chosen through an informal solicitation, RFA 4580; AND

WHEREAS, County does not have the 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. Subaward Identification. Federal regulations require subaward agreements be clearly identified as such in the agreement and data elements that identify the agreement as a subaward of a Federal agency award be included. The required data

elements for this agreement are included in Exhibit "B", Federal Grant ID Information, attached hereto and incorporated herein as Exhibit "B".

2. 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".

3. Time. The contract shall be deemed effective beginning August 3, 2015, through September 30, 2015.

4. Compensation. County shall pay the Contractor for performing said services net 30 days upon receipt of a written invoice according to the Cost Outline section of the Statement of Work attached hereto and incorporated herein as Exhibit "A", according to the following:

A. Fees paid Contractor shall be no more than \$12,000 without the written mutual consent of both parties. All travel expenses are the responsibility of the Contractor.

5. 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.

6. 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.

7. Monitoring Cooperation Contractor agrees to allow the County and its auditors or their designees to have immediate access to all records and the financial statements related to this agreement and/or service performed under this agreement, as required by the Code of Federal Regulations, 2 CFR 200.331(5). This shall include contracts and agreements Contractor has with other entities in fulfillment of this Contract.

8. 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.

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 requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

11. Contract Documents: Contract documents consist of this agreement, Exhibit "A", Statement of Work and Exhibit "B", Federal Grant Data Information. Where provisions of the contract and provisions of the Request for Quote or the quote are inconsistent, the provisions of the contract shall be controlling.

12. 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.

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. 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.

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

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

17. 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.

18. Anti-Terrorism Sanctions. In accepting these funds, Contractor confirms that its organization complies with all US anti-terrorism laws and regulations, including Executive Order 13224 and the Global Terrorism Sanctions regulations set forth in 31 CFR Part 594.

19. 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 covenants that in the performance of this agreement, no person having such interest shall be employed.

20. 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.

21. 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.

22. 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 in the amount of \$1,000,000.

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

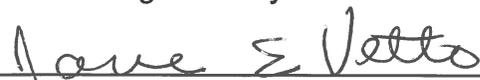
**Approved:**  
**ALTA PLANNING + DESIGN**

  
By: NATALIE LOZANO  
VICE PRESIDENT

**Approved:**  
**CLARK COUNTY MANAGER**

  
Mark McCauley  
County Manager

APPROVED AS TO FORM ONLY  
ANTHONY F. GOLIK  
Prosecuting Attorney

  
Jane Vetto, Deputy Civil Prosecutor

## **Exhibit A Statement of Work**

### **Scope of work:**

In order to assist the City of Ridgefield to take the next step towards completion of its Complete Streets policies, Contractor will perform the following project work:

1. Prepare for and attend a project kick-off meeting and two other meetings with Clark County Public Health (CCPH) and the City of Ridgefield to review and discuss the project, review timeliness and goals, identify necessary documents, and clarify communication channels and deliverables. One meeting will be reserved to review complete street modifications of the Comprehensive Plan, Engineering Standards, and Development Code.
2. Assist City of Ridgefield staff in the drafting of a Complete Streets Policy by August 24 to be presented to the Ridgefield City Council as a resolution on September 10, 2015.
3. Review Ridgefield's Comprehensive Plan as it relates to Complete Streets and provide a detailed draft of suggested changes, including proposed language, to the plan to support the City's Complete Streets Policy. These changes will be incorporated into update of the Comprehensive Plan scheduled for late 2015.
4. Review the City's engineering Standards and provide a detailed draft of suggested changes to the standards, including specific language, to support the City's Complete Streets Policy. These changes will be incorporated into the 2016 update of the Engineering Standards.
5. Review the City's development code as it relates to Complete Streets and provide a detailed draft of suggested changes to the Code, including specific language recommendations. These changes will be incorporated into ongoing updates of the code.
6. Provide a "track changes" electronic copy of the all recommended language changes to the plan, standards and code in lieu of memos.
7. Expedite the delivery of draft recommended changes, to provide a minimum of two weeks for the city review process.

8. Project requirements must be completed by September 22, 2015, with hand off to the City of Ridgefield by September 30, 2015.
9. Provide a final detailed invoice including activities and associated hours to CCPH no later than October 16, 2015.

**Cost Outline:**

## Project Cost

TASK		DANA DICKMAN Senior Policy Advisor	DEREK ABE Project Manager	MIKE SELLINGER Planner	PROJECT ENGINEER	TASK HOURS	EXPENSES	TASK BUDGET
<i>2015 hourly rates</i>	\$153	\$123	\$83	\$83	\$110			
<b>Task 1: Coordination and Project Management</b>						<b>6</b>		<b>\$578</b>
Task 1.1 Project Kick-off Meeting			2	4		6		\$578
<b>Task 2: Draft Complete Streets Resolution</b>						<b>37</b>		<b>\$3,441</b>
Task 2.1 Draft Complete Streets Resolution	2	2	12	12		28		\$2,544
Task 2.2 Complete Streets Review Meeting	1	2	4	2		9		\$897
<b>Task 3: Document Review and Recommendations</b>						<b>89</b>		<b>\$7,868</b>
Task 3.1 Comprehensive Plan Review and Recommendations	1	1	12	14		28		\$2,434
Task 3.2 Engineering Standards Review and Recommendations	1	1	15	12	3	32		\$2,847
Task 3.3 Development Code Review and Recommendations	2	1	12	14		29		\$2,587
<b>Staff Hours Total</b>	<b>7</b>	<b>9</b>	<b>59</b>	<b>54</b>	<b>3</b>	<b>132</b>		<b>1,767</b>
<b>Project Base Total</b>	<b>\$1,071</b>	<b>\$1,107</b>	<b>\$4,897</b>	<b>\$4,482</b>	<b>\$330</b>			<b>\$11,887</b>

**GENERAL NOTES:**

Hours and staff assignments can be adjusted by the consultant as needed to implement the tasks described during the course of the project. Hourly rates are for calendar year 2015, and will be adjusted if work is continued into subsequent year(s)

**Exhibit B  
Federal Grant ID Information**

1. Federal Award Identification Number (FAIN): **B01OT009058, FFY15 CDC State and local Public Health Actions to Prevent Obesity, Diabetes, Health Disease and Stroke (PPHF)**
2. Federal Award Date: **05/15/2015**
3. Subrecipient name: **Foundation for Healthy Generations**
4. Subaward Period of Performance Start and End Dates: **January 1, 2015 to September 29, 2015**
5. Amount of Federal Funds Obligated to the subrecipient: **\$60,000**
6. Total Amount of the Federal Award: **\$1,544,578**
7. Federal award project description, required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): **To increase community environments that promote and reinforce healthful behaviors and practices related to obesity, diabetes prevention, and cardiovascular health, including key settings that support physical activity and healthful foods and beverages.**
8. Name of Federal awarding agency, pass-through entity, and contact information for awarding official: **Centers for Disease Control and Prevention (CDC)**
9. CFDA Number and Title: **93.757, State Public Health Actins to Prevent and Control Diabetes, Heart Disease, Obesity and Associated Risk Factors and Promote School Health.**
10. CFDA Number and Title: **93.757, State Public Health Actins to Prevent and Control Diabetes, Heart Disease, Obesity and Associated Risk Factors and Promote School Health.**