

Professional Services Contract
Contract No. HDC.741

THIS AGREEMENT, entered into this 1st day of June 2015, by and between **CLARK COUNTY**, after this called "County," a political subdivision of the State of Washington, and **OREGON PUBLIC HEALTH INSTITUTE (OPHI)** after this called "Contractor."

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WHEREAS, County is in receipt of funding that supports active transportation in an effort to reduce and prevent chronic disease by increasing the opportunity for users to enjoy active living through inclusion of complete streets policies, safe neighborhood streets, and safe routes to school programs; AND

WHEREAS, the contractor has been chosen through an informal solicitation, Request for Application #4563; AND

WHEREAS, the contractor is experienced in working with communities to develop policy support for active transportation and to promote healthy communities; AND

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:

A. Generally: To provide professional services for 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."

2. Time. The contract shall be deemed effective beginning June 1, 2015, through September 30, 2015. The contract may be extended upon the mutual written consent of both parties for one (1) twelve (12) month period.

3. Compensation. County shall pay the Contractor for performing said services net 30 days upon receipt of a written invoice according to the Budget, attached hereto and incorporated herein as Exhibit "B", according to the following:

A. Costs are based on hourly rates of:

\$125.00 for Steve White

\$100.00 for Karli Thorstenson

B. Hourly rates include all salary, personnel benefits, and indirect costs, including equipment and materials used to prepare project deliverables. Staff time is the only anticipated cost of project and will be the only allowable cost per this agreement.

C. Total compensation shall not exceed \$8 ,970.00 without the mutual written consent of both parties.

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 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.

5. 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. This shall include contracts and agreements Contractor has with other entities in fulfillment of this Contract.

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. 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 Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine that this Agreement 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.

8. 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.

9. 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.

10. Contract Documents: Contract documents consist of this agreement, Exhibit "A", which consists of Statement of Work, Exhibit "B" Budget, and Exhibit "C" Business Associates Agreement. 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.

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. 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.

13. 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 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 the County Public Records Office.

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. All information obtained by the contractor shall remain confidential and shall be maintained in accordance with the Health Information Portability and Accountability Act. County and Contractor agree to comply with the Business Associate Agreement attached hereto and incorporated herein as Exhibit "C".

16. 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.

17. 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.

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. This Contract 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 agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

21. 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 and medical malpractice insurance to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence.

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

APPROVED:
OREGON PUBLIC HEALTH INSTITUTE

APPROVED:
CLARK COUNTY PUBLIC HEALTH

Mark McCauley
County Manager

Date: _____

Date: _____

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
Prosecuting Attorney

Jane Vetto
Deputy Prosecuting Attorney

Exhibit A

Statement of Work

The project will follow the timeline provided in the RFP (Table 1 below). OPHI staff working on the project will attend the initial project review meeting to become further acquainted with the project and the key staff and stakeholders. Following the meeting, OPHI will work with key staff and stakeholders to determine the location, format, and times for all of the project meetings. While the two feedback meetings identified in the RFP will be in-person in Vancouver, other meetings will likely be a mix of phone and in-person meetings.

Research of examples of Complete Streets checklists will be completed by mid-June. In addition to gathering examples, OPHI will prepare a memo summarizing the examples and describing how they are being used. If appropriate, OPHI will also add health and equity dimensions to the checklists in order to facilitate inclusion of health and equity criteria in project selection, design, and development. OPHI will also work with stakeholders to develop criteria that will be used to help identify the ideal components of the two checklists and discuss possible formats for checklists and implementation guidance. Based on feedback from staff and stakeholders, OPHI will draft the initial project checklists and related implementation guidance by July 10th. Draft checklists and guidance will be presented in person to staff and stakeholders in mid-July, first to City of Vancouver staff, and then to Vancouver/Clark County bicycle and pedestrian stakeholder groups. OPHI staff will be responsible for scheduling and facilitating these meetings, and will develop all meeting materials and ensure that materials are shared with attendees at least 2 days prior to the meetings. Meeting agendas will be developed with input from Vancouver/Clark County staff. Based on feedback received in, and after, these meetings, OPHI will revise the checklists and implementation guidance by the end of August, then share with City of Vancouver planners and Clark County Public Health staffs for final review by September 15, then revise as appropriate. Both checklists and related implementation guidance will be finalized by September 29. The final report and project invoice will be submitted by September 30, 2015.

Deliverable	Due Date
Contract scheduled to begin	June 1, 2015
Initial project review meeting	June 1 -4, 2015
Research examples of Complete Streets project checklists (large capital projects and maintenance projects) and how they are used and review with City of Vancouver planning and other stakeholders as requested by City of Vancouver to solicit feedback on ideal components for new checklist(s).	June 15, 2015
Develop initial draft project checklist and implementation process, based on researched best practices.	July 10, 2015
Facilitate a meeting and solicit feedback for internal City of Vancouver staff regarding the initial draft checklist and process.	July 15, 2015
Facilitate a meeting and solicit feedback with the City of Vancouver/Clark County bicycle and pedestrian stakeholder group(s) on initial draft checklist and process.	July 15, 2015
Incorporate input from staff and stakeholder groups into a final project checklist(s) and implementation process(es).	August 30, 2015
Review final checklist(s) and process(es) with City of Vancouver planning department and Clark County Public Health	September 15, 2015
Incorporate final input if needed	September 29, 2015
Submit final report, detailed invoice for hours	September 30, 2015

Exhibit B

Proposed Cost

The estimated cost for OPHI to provide the services and deliverables described in the RFP is \$8,950. The cost per deliverable is detailed in Table 2 below. Table 2 also contains the key assumptions made for each estimate of hours. Costs are based on an hourly rate of \$125 for Steve White and \$100 for Karli Thorstenson. Hourly rates include all salary, personnel benefits and indirect costs, including equipment and materials used to prepare project deliverables. No expenses other than staff time are anticipated for this project.

Table 2: Proposed Cost					
Deliverable	Steve		Karli		Assumptions
	hr	cost	hr	cost	
Contract scheduled to begin					
Initial project review meeting	2	\$250	4	\$400	Assumes a 1.5-hour meeting in Vancouver to review the project work plan and background, introduce key staff, and discuss stakeholder engagement. Also includes one hour of travel time for each OPHI staff, billed at half of the standard hourly rate. Also includes two hours of follow up for scheduling project meetings.
Research examples of Complete Streets project checklists (large capital projects and maintenance projects) and how they are used and review with City of Vancouver planning and other stakeholders as requested by City of Vancouver to solicit feedback on ideal components for new checklist(s).	4	\$500	20	\$2,000	Hours include time for developing research and review protocols and for conducting the research. Research will be web-based, but will also likely entail some communication (email or phone) with individuals at organizations that have produced some of the checklists in order to discuss implementation protocols. Hours also include the development of a memo summarizing the identified checklists.
Develop initial draft project checklist and implementation process, based on researched best practices.	8	\$1,000	3	\$300	
Facilitate a meeting and solicit feedback for internal City of Vancouver staff regarding the initial draft checklist and process.	6	\$750	-	-	Assumes a 1.5-hour meeting attended by one OPHI staff member, and 4 hours of meeting prep and follow up. Also includes one hour of travel time for one OPHI staff, billed at half of the standard hourly rate.
Facilitate a meeting and solicit feedback with the City of Vancouver/Clark County bicycle and pedestrian stakeholder group(s) on initial draft checklist and process.	6	\$750	-	-	Assumes a 1.5-hour meeting attended by one OPHI staff member, and 4 hours of meeting prep and follow up. Also includes one hour of travel time for one OPHI staff, billed at half of the standard hourly rate.
Incorporate input from staff and stakeholder groups into a final project checklist(s) and implementation process(es).	8	\$1,000	-	-	
Review final checklist(s) and process(es) with City of Vancouver planning department and Clark County Public Health	4	\$500	-	-	Assumes 1-2 phone calls with staff to review materials and discuss feedback.
Incorporate final input if needed	4	\$500	-	-	
Submit final report, detailed invoice for hours	8	\$1,000	-	-	
TOTAL		\$6,250		\$2,700	\$8,950