

# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Clark County Public Health (CCPH) CCPH SR2015-1550

**DATE:** July 27, 2015

**REQUESTED ACTION:**

Clark County Manager approval of Contract HDC.760 between Peter Koonce Consulting and CCPH and authorization for the Public Health Director to sign amendments. This contractor will facilitate an educational conference on environmental design standards for multi-modal transportation. Remuneration for this contract is not to exceed \$4,999.

\_\_\_ Consent \_\_\_ Hearing  X  County Manager

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**BACKGROUND**

CCPH receives federal funding to support active living and physical activity by making multi-modal active transportation safe and accessible for all people of all ages and abilities. To this end and consistent with strategic initiatives 1 and 2, CCPH will assist local municipalities to understand street design standards that reflect the most current practices and that support a complete and safe streets approach.

The services of a consultant will provide training for local planners, engineers and public works employees on the most economical and effective ways to incorporate ADA, NACTO, and other design approaches to adapt street designs for all users.

**COUNCIL POLICY IMPLICATIONS**

N/A

**ADMINISTRATIVE POLICY IMPLICATIONS**

N/A

**COMMUNITY OUTREACH**

Planners, engineers and public works employees will be invited from the county and other local jurisdictions.

**BUDGET IMPLICATIONS**

| YES | NO |  |
|-----|----|--|
| X   |    | 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 | \$4999                  |
| Account                  | <b>Public Health</b>    |
| Company Name             | Peter Koonce Consulting |

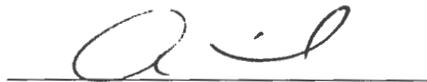
**DISTRIBUTION:**

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

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Belinda Walker  
Grants & Contracts Program Manager

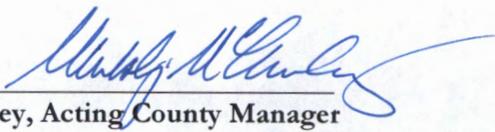


Alan Melnick, MD, MPH, CPH  
Public Health Director/Health Officer

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

DATE: \_\_\_\_\_

SR# \_\_\_\_\_

**APPROVED:**   
Mark McCauley, Acting County Manager

DATE: 8/4/15

## BUDGET 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

### Part II: Estimated Revenues

| Fund #/Title | Current Biennium |       | Next Biennium |       | Second Biennium |       |
|--------------|------------------|-------|---------------|-------|-----------------|-------|
|              | GF               | Total | GF            | Total | GF              | Total |
| 1025. PHBG   |                  | 4,999 |               |       |                 |       |
|              |                  |       |               |       |                 |       |
|              |                  |       |               |       |                 |       |
| <b>Total</b> |                  | 4,999 |               |       |                 |       |

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

### Part III: Estimated Expenditures

III. A – Expenditures summed up

| Fund #/Title | FTE's | Current Biennium |       | Next Biennium |       | Second Biennium |       |
|--------------|-------|------------------|-------|---------------|-------|-----------------|-------|
|              |       | GF               | Total | GF            | Total | GF              | Total |
| 1025         |       |                  | 4,999 |               |       |                 |       |
|              |       |                  |       |               |       |                 |       |
|              |       |                  |       |               |       |                 |       |
| <b>Total</b> |       |                  | 4,999 |               |       |                 |       |

III. B – Expenditure by object category

| Fund #/Title         | Current Biennium |       | Next Biennium |       | Second Biennium |       |
|----------------------|------------------|-------|---------------|-------|-----------------|-------|
|                      | GF               | Total | GF            | Total | GF              | Total |
| Salary/Benefits      |                  |       |               |       |                 |       |
| Contractual          |                  | 4,999 |               |       |                 |       |
| Supplies             |                  |       |               |       |                 |       |
| Travel               |                  |       |               |       |                 |       |
| Other controllables  |                  |       |               |       |                 |       |
| Capital Outlays      |                  |       |               |       |                 |       |
| Inter-fund Transfers |                  |       |               |       |                 |       |
| Debt Service         |                  |       |               |       |                 |       |
| <b>Total</b>         |                  | 4,999 |               |       |                 |       |

**Professional Services Contract**  
Clark County Contract HDC.760

THIS AGREEMENT, entered this 30<sup>th</sup> day of July 2015, by and between CLARK COUNTY PUBLIC HEALTH, after this called "County," a political subdivision of the State of Washington, and PETER KOONCE CONSULTING, after this called "Contractor."

WITNESSETH

WHEREAS, County is in receipt of funding to increase multi-modal transportation in Clark County with grant funding; AND

WHEREAS, County seeks a consultant that has the expertise to prepare and present an educational conference on environmental design standards for multimodal transportation; AND

WHEREAS, the contractor has been chosen through an informal solicitation, 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 July 30, 2015, through September 25, 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 \$4,999 without the written mutual consent of both parties. Travel Expenses to be paid by Contractor. Payment will include up to 30 hours prep time, 2 hours drive time, 1 hour set up, meet and greet, 8 hours presentation time, 1 hour follow up.

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:**  
**PETER KOONCE CONSULTING**

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

\_\_\_\_\_  
Peter Koonce

  
\_\_\_\_\_  
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:**

Prepare and present a day-long educational conference on environmental design standards for multi-modal transportation for the purpose of assisting engineers and planners from local jurisdictions in Clark County, Washington to implement Complete Streets approaches and resolutions. See attached program for Urban Transportation Policy and Multimodal Design Training.

- Consultant will present on Wednesday, September 23, 2015 in Conference Rooms 210 A,B, C at the Center for Community Health, 1601 E. Fourth Plain Blvd, Vancouver, WA 98666.
- Presentation will run from 9 a.m. to 5 p.m.
- Consultant will arrive by 8:30 a.m. to allow sufficient time for set up and pre-meeting connection with participants.
- Consultant will collaborate with Cyndie Meyer at CCPH and Jennifer Campos at City of Vancouver to develop content.
- Consultant will incorporate NACTO standards in training.
- Consultant will provide recommendation for room arrangement and identify required A/V needs two weeks prior to presentation date.
- Consultant will incorporate photographs and descriptions of challenging intersections and street designs in Clark County (provided by local jurisdictions) into the presentation with discussion of potential solutions.
- Consultant will provide handouts and materials for up to 50 participants. (If copying services needed by Clark County, consultant will provide masters via email at least two weeks in advance of presentation.)

### **Cost Outline:**

Total payment shall not exceed \$4,999 without the mutual written consent of both parties. (Travel expenses to be paid by consultant.) Payment includes 30 hours prep time, 2 hours drive time, 1 hour set up, meet and greet, 8 hours presentation time, 1 hour follow up.

## **Workshop Outline:**

### **Urban Transportation Policy and Multimodal Design Training**

9:00 AM      Introductions & Expectations of the Workshop

The intent of the introduction is to learn about the participants and their roles with the agency. By asking participants to share about their roles, there is an ability to identify potential bias and develop a list of topics that should be discussed throughout the day.

9:15 AM      Policies and Traffic Engineering Principles

During this first presentation, there is a brief introduction to the concepts that have been part of the emerging emphasis on improving the multimodal accessibility of urban centers. There are specific examples of policies presented and how it changes the traffic engineering approach. The information includes new materials included in the National Association of City Transportation Officials (NACTO) and other design guides that enable engineers and planners to implement multimodal solutions. The issues described include performance measures, design assumptions, and other traditional practices that have lead to suburban development and suggests alternatives that are important to working with the community to implement change.

10:00 AM     MUTCD Treatments and Applicability

The Manual of Uniform Traffic Control Devices (MUTCD) is an important document for transportation engineering design and allows a significant amount of multimodal

facilities. The primary focus of the requirements outlined in the MUTCD are focused on pedestrians and bicycle design is considered optional. The role of the MUTCD and the treatments therein are described. A highlight on the research and historical bias is included based on the presenter's experience. It is this bias that has lead some agencies to question the usefulness of this document to implementing an increasingly safe network of infrastructure.

10:45 AM     Break

11:30 AM     Bikeway Facilities and Intersection Treatments

The NACTO Urban Bikeway Design Guide has been instrumental in raising the awareness of communities about treatments to improve cycling infrastructure. The treatments in the Guide are based on examples from around the US that have proven to increase the safety and comfort of people on bicycles. The street design principles also provide benefits to other multimodal users and tradeoffs related to the implementation of bikeway facilities are described.

12:30 PM      Lunch

1:30 PM      Better Bike Lanes: Cycle Tracks or Separated Bike Lanes, or Buffered Bike Lanes

A short presentation related to these treatments will be provided to identify examples of the use of these traffic control devices. Discussions will center around their applicability in an urban setting, the research that has been conducted and the emergence of advocacy surrounding their use. A short presentation related to other examples observed of these facilities in the host City will be provided by the presenter.

3:00 PM      Applicability of Treatments & Project Examples/Solutions

Case studies are often the most effective way to share information about how innovation occurs in transportation design. Three case studies will be presented that trace the existing problem, the background policy of the agency, the performance measures used during the analysis, and a practical solution that was implemented.

4:00 PM      Concluding Remarks

The remaining time will be used to summarize the topics covered, review the issues raised during introductions and to answer questions.