

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH)

CCPH SR2016_37

DATE: March 11, 2016

REQUESTED ACTION:

County Manager approval of Contract HDC.796 between Bike Clark County and CCPH and authorization for Public Health Director to sign amendments. This agreement is intended to expand the health and resiliency of youth in our community by increasing opportunities for students in the Vancouver School District to engage in physical activity and leadership development by creating a Bike to Leadership program that will provide employable skills and confidence for youth leaders to extend the capacity for Bike Clark County to conduct bike repair classes, helmet fitting, bike safety classes, bike rides and bike ownership. Total remuneration for this contract is \$16,500.00.

Consent Hearing County Manager

BACKGROUND

Clark County Public Health 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 project is a multi-agency collaborative effort to increase the involvement of youth, build capacity for bike training and safety classes, mobilize greater physical activity and provide youth with marketable skills. Bike Clark County, a key partner in this project, is a nonprofit organization operated by a volunteer board of directors. They promote the bicycle community in Clark County by getting more kids, especially from our lower income population, access to bicycles and teaching them how to be safe. Vancouver School District is another critical partner and is the conduit to implementing this repeating 8-week workshop series at Fort Vancouver and Hudson's Bay High Schools. Students who complete the program will be engaged in community outreach as physical activity leaders and mentors.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

The purpose of this project is to improve the health, resilience, knowledge, experience and employable skills of youth leaders, and through their engagement, to expand physical activity opportunities among children attending Vancouver schools by leading and supporting Bike Clark County's bike repair classes, helmet fitting, bike safety classes, bike rides, and bike ownership. This effort engages members of the Strengthening Neighborhoods Collaborative, Bike Clark County, Clark County Workforce Development, Vancouver School District, Vancouver Bike Club, Boys and Girls Clubs for Southwest Washington. The leadership program requires a community engagement commitment from youth leaders.

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

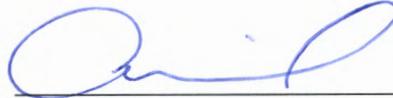
Local Fund Dollar Amount	
Grant Fund Dollar Amount	\$16,500
Account	1025, Kaiser Permanente HEAL grant
Company Name	Bike Clark County

DISTRIBUTION:

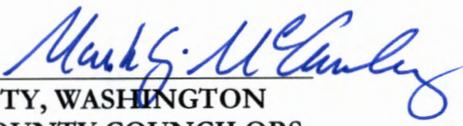
Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Kathy Smith
Grants Accounting Specialist



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

APPROVED: 
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: 3/21/16

SR# _____

APPROVED: _____
Mark McCauley, Acting County Manager

DATE: _____

CONTRACTOR	AMOUNT	FUND NUMBER	FUNDING SOURCE	HISTORY
Bike Clark County	\$16,500	1025, Public Health Funds	Kaiser Permanente HEAL grant funding to promote physical activity and community engagement in the Fourth Plain Corridor of Vancouver, Washington. This project is a multi-agency collaborative effort to increase the involvement of youth, build capacity for bike training and safety classes, mobilize greater physical activity and provide youth with marketable skills	No prior history with this Contractor

Professional Services Contract
Clark County Contract HDC.796

THIS AGREEMENT, entered this 15th day of April 2016, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and Bike Clark County, a 501(c)(3), after this called "Contractor."

WITNESSETH

WHEREAS, the County is in receipt of private grant funding from Kaiser Permanente to offer support for the Fourth Plain Forward! Improving Central Vancouver's Health Through Active Living project; AND

WHEREAS, the County wishes to offer support to the community through this grant that will improve the health and resiliency of youth in our community by expanding physical activity opportunities for students in the Vancouver School District; AND

WHEREAS, the County will provide financial support to Contractor to develop a bike to leadership program that will provide employable skills and confidence for youth leaders and extend the Contractor's ability to conduct bike repair classes, helmet fitting, bike safety classes, bike rides and bike ownership; AND

WHEREAS, the 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 Clark County and to perform those services more particularly as 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 April 15, 2016, through December 31, 2016. The contract may be extended upon the mutual written consent of both parties for two (2) twelve (12) month periods.

3. Compensation. The Contractor shall bill the County no less than monthly. County shall pay the Contractor for performing said services net 30 days upon receipt of a written invoice for those services, according to the following:

A. Total compensation shall not exceed \$16,500 without the mutual written consent of both parties.

B. Fees paid to Contractor shall be reimbursed with submitted invoices and necessary backup documentation as per County requirements.

C. If the term of the contract is extended for (1) or (2) additional (12) twelve month periods, and contingent on funding, additional compensation for each additional year will be paid at a total not to exceed \$16,500, with the same terms and conditions as outlined in the Statement of Work, attached hereto and incorporated herein by this reference as Exhibit "A."

The Contractor shall submit the final billing, along with required reporting, for this work no later than January 20, 2017.

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. 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. Contractor does release, indemnify and promise to defend and save harmless, 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 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, Contractor, specifically agrees to indemnify and hold harmless, County, from any and all claims, including but not limited to, bodily injury claims, brought by employees of Contractor, and/or participants and recipients of services provided by the Contractor, and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against County. Provided, however, this paragraph does not purport to indemnify County against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of County, its elected officials, officers, employees and agents.

7. 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.

8. 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.

9. Contract Documents. Contract documents consist of this agreement and Exhibit "A", Statement of Work attached hereto and incorporated herein by this reference. Where provisions of the contract and provisions of the Statement of Work are inconsistent, the provisions of 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 agreement.

12. 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 Clark County Public Health, Records Officer.

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

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

15. Background Checks. All leaders and volunteers over 18 must complete the Vancouver Public Schools Volunteer Clearance Process through Washington State Patrol WATCH system prior to being assigned to a volunteer position. The potential volunteer's report must be free of prior criminal conduct that would preclude him/her from working with vulnerable populations.

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. 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.

18. 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.

19. 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.

20. 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

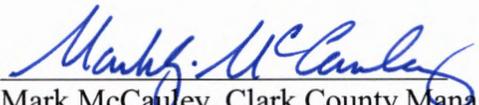
include; commercial general liability insurance to protect against legal liability arising out of Contract activity. Such insurance shall provide a minimum of \$1,000,000 per occurrence contractor must carry commercial general liability insurance in the amount of \$1,000,000.

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

Approved:
Bike Clark County

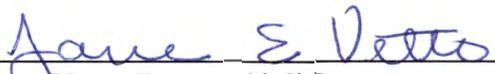
Approved:
CLARK COUNTY PUBLIC HEALTH

Eric Giachino, President



Mark McCauley, Clark County Manager
County Manager

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
Prosecuting Attorney



Jane Vetto, Deputy Civil Prosecutor

**Exhibit A
Statement of Work**

Purpose: To improve the health, resilience, knowledge, experience and employable skills of youth leaders, and through their engagement, to expand physical activity opportunities among children attending Vancouver schools by leading and supporting Bike Clark County’s bike repair classes, helmet fitting, bike safety classes, bike rides, and bike ownership.

Total financial remuneration shall not exceed \$16,500 with breakdown as follows:

Component	Amount
Consultant to assist with infrastructure, management practices, and development of Bike to Leadership (BTL) program. Payment for this component is not to exceed \$2,000	\$2,000
Funding for procurement and payment of a Bike to Leadership Coordinator @ no more than \$20 per hour; total for this component not to exceed \$13,000	\$13,000
Supplies , including bike helmets, tool kits & backpacks for BTL youth leaders, and training materials. Total for this component not to exceed \$1,000	\$1,000
Background/fingerprint checks via Vancouver School District for 6 adult Bike to Leadership leaders/volunteers; reimbursement for this component is not to exceed \$500.	\$500
Total:	\$16,500

I. The County will:

Provide total funding not to exceed \$16,500. The following is a list of the overall tasks the funding is supporting for this project.

- 1) Meet with Contractor and other community partners on a monthly basis to support and monitor progress and assist/participate in program development, as needed.
- 2) Assist Contractor to identify appropriate business consultant.
- 3) Participate in selection of consultant and coordinator.

- 4) Link to community stakeholders.
- 5) Assist with workshop segments on health and citizenship.
- 6) Identify and help to coordinate recognition and engagement opportunities for Youth Leaders

II. Contractor will:

1) Identify and hire a sustainability and planning consultant to support the Contractor's sustainability and development of a Bike to Leadership program with funding not to exceed \$2,000.

a) Contractor's board will identify business and sustainability challenges and develop scope of work for contract.

b) Interview a minimum of two consultants and identify candidate to meet business goals for the year.

c) Contract with a business consultant.

d) Oversee performance and ensure consultant meets deliverables per contract.

e) Submit consultant's invoice to County for reimbursement.

2) Establish a Bike to Leadership program in collaboration with Vancouver School District with the goal of training 10-25 high school students/year from Hudson's Bay and Fort Vancouver High School on bike repair, leadership and mentoring so they can extend the reach of Contractor's bike and pedestrian training programs in local schools, support bike repair and refurbishment efforts and other community involvement projects that support physical activity, especially in the Fourth Plain corridor. Funding for this work is not to exceed \$13,000 and will include the following:

a) Create a job description, recruit, interview and select a Program Coordinator for the Bike to Leadership program.

b) The Program Coordinator and Contractor's Board will:

i) Work with schools and other community partners to create an ongoing and robust Bike to Leadership program.

ii) Work with partner organizations to develop a meaningful curriculum and instructors for an eight-week workshop series (that could be extended to a full semester-long curriculum) to accomplish project goals including sessions on bike safety, bike repair,

health, leadership, youth mentoring, and citizenship and how to convey these to younger students.

iii) Prepare and provide appropriate support materials to workshop participants.

iv) Identify and procure a "package" of incentives for each student leader to include a certificate of completion, letter of reference, bike accessories, and bike repair tools.

v) Coordinate logistics to meet workshop needs.

vi) Support the efforts of Vancouver School District to recruit students. Encourage diversity and outreach to low-income students in recruitment efforts.

vii) Extend respect, equity, and inclusion to all participants in the program regardless of race, ethnicity, religion, gender, sexual orientation, or socio-economic status.

viii) Ensure all adult mentors who could spend time alone with students and/or student leaders, complete background and fingerprint checks, which will be kept on file with Vancouver School District.

ix) Immediately engage Vancouver School District staff if concerns develop regarding the physical, mental, social or behavioral health of a Youth Leader.

x) Maintain a safe work environment for Youth Leaders while at Contractor's shop.

xi) Evaluate Youth Leader competence prior to independent performance.

xii) Coordinate oversight and extend invitations to Youth Leaders who graduate from Bike to Leadership to participate in community outreach opportunities such as bike safety classes, bike builds, bike donation events, community bike rides, bike repair events, and others

xiii) Provide ongoing mentorship to Youth Leaders involved in Contractor's projects.

xiv) Work with community partners to coordinate recognition events for Youth Leaders that may include presentation/recognition opportunities at the Clark County Board of Health, City of Vancouver Board of Commissioners, VSD school board or others.

xv) Engage support from Vancouver Bike Club, the city and county Bike/Ped Councils and others.

xvi) Apply a continuous quality improvement approach to the program.

xvii) Meet with County at least monthly to discuss budget needs, activities, challenges, and opportunities for Bike to Leadership program. Alert County immediately if barriers to accomplishing the intent of this contract arise.

xviii) Maintain positive media relations related to the Bike to Leadership program and participate in media interviews as requested.

ix) Provide written quarterly report to County listing challenges, successes and opportunities of Bike to Leadership program, number of student leaders in training and trained, and number and description of Contractor's outreach events and participation in outreach events (both with and without Youth Leadership involvement), number of Bike to Leadership graduates participating in outreach activities (Reporting template provided by County)

x) Maintain insurance.