

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH)

CCPH SR2016-151

DATE: September 13, 2016

REQUESTED ACTION: County Manager approval for contract HDC.839 with Will Hornyak (Contractor). The contract shall be deemed effective beginning September 1, 2016 through July 31, 2018. Total remuneration under this agreement will not exceed \$20,000. Additionally, authorization for Public Health Director to sign contract and subsequent amendments.

___ Consent ___ Hearing X County Manager

BACKGROUND

County Manager approval for contract HDC.839 with Will Hornyak whereby Clark County is seeking artistic services to be provided by the Public Health Department for an environmental education school assembly program.

Contractor has the expertise and the unique artistic skill set to provide an assembly program to educate students in Clark County about the School Recycling program, waste reduction, and recycling and composting program. Please see agreement attached. The contract shall be deemed effective beginning September 1, 2016 through July 31, 2018. Additionally, authorization for Public Health Director to sign contract and subsequent amendments.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

Clark County reaches out to all schools, public and private, and this gives us a tool to teach our waste and recycling message. Schools will be strategically selected to receive Will Hornyak assemblies. We will target schools who are actively seeking Washington Green Schools certification in Waste and recycling, and additionally schools who are in need of more assistance in their handling waste and recycling.

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	\$20,000
Account	4014, Clark County Public Health-SWEO
Company Name	Will Hornyak

DISTRIBUTION:

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



Heidi Steen, MBA
Financial Mgt. Analyst/Public Health



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

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: _____
Mark McCauley, County Manager

DATE: _____

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
4014 / Clark County Public Health-SWEO		3,336		16,664		
Total		3,336		16,664		

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
4014 / Clark County Public Health-SWEO			3,336		16,664		
Total			3,336		16,664		

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual		3,336		16,664		
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total		3,336		16,664		

Professional Services Contract
Clark County Contract HDC.839

THIS AGREEMENT entered this 1st day of September 2016, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and WILL HORNYAK, after this called "Contractor."

WITNESSETH

WHEREAS Clark County is requesting artistic services to be provided to the Clark County Department of Public Health for an environmental education school assembly program;
AND

WHEREAS, Contractor has the expertise and the unique artistic skill to provide an assembly program to educate students in Clark County about the School Recycling program, a waste reduction, recycling and composting program; 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 September 1, 2016, through July 31, 2018. The contract may be extended upon the mutual written consent of both parties for two (2) twelve (12) month periods.

3. Compensation. The Contractor will submit invoices for completed work at the rates designated in the Scope of Work, "Exhibit A". 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 \$20,000 without the mutual written consent of both parties.
- B. Fees paid to Contractor shall be reimbursed with submitted invoices and necessary backup documentation as outlined in "Exhibit A".
- C. Mileage will be reimbursed at the current IRS reimbursement rate (currently \$.54 per mile).
- D. 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 \$20,000 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 as outlined in "Exhibit A".

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, Exhibit "A", Statement of Work and Exhibit "B", Clark County Applicant Disclosure and Authorization for Background Inquiry 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. Contractor shall complete the Applicant Disclosure and Authorization for Background Inquiry form, Exhibit "B" prior to providing services outlined in Exhibit "A". Contractor shall send completed form to Contract Coordinator listed in Exhibit "C". The 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.

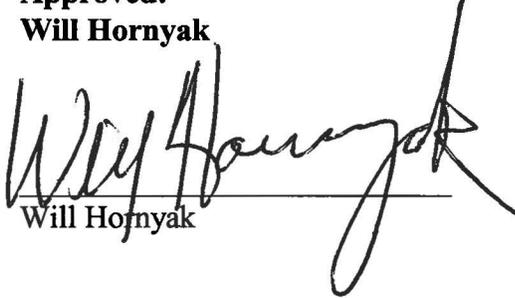
19. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

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:
Will Hornyak



Will Hornyak

Approved:
CLARK COUNTY

Mark McCauley, County Manager

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
Prosecuting Attorney



Jane Vetto, Sr. Deputy Prosecuting Attorney

Exhibit "A"

Scope of Work for School Recycling Environmental Education Assembly

1. Program description. The School Recycling Environmental Education Assembly Program educates primary grade students about waste reduction, recycling, and composting.
 - a. The program is delivered as two (2) assemblies per school, individualized for kindergarten through second grade and third through fifth grade.
 - b. Additional assemblies may also be modified and delivered to middle and high school students as agreed by the County and the Contractor.
 - c. The assemblies must, include but are not limited to, stories on the 3 R's (reduce, reuse, recycle), composting, and the food waste composting program that schools are participating in.
 - d. Curriculum resource packets are also distributed to teachers.

2. Services to be provided. Contractor will provide school assembly programs and associated administrative services.
 - a. Cost shall not to exceed \$20,000 from September 1, 2016 through July 31, 2018. Mileage will be reimbursed at the current IRS reimbursement rate (currently \$.54 per mile).
 - b. Schedule and present a minimum of twenty-nine (29) assemblies per school year, fifty-eight (58) assemblies per contract term at a rate of \$325 per assembly.
 - c. Submit invoices monthly summarizing services provided and mileage at the current county rate.

3. Contractor shall.
 - a. Schedule and present a minimum of twenty-nine (29) assemblies per school year, fifty-eight (58) assemblies per contract term at a rate of \$325 per assembly.
 - b. Contact school officials and/or teachers via email, ground mail, or phone to promote the assembly program and schedule assemblies.

- c. Regularly provide the County with a list of scheduled schools – date, time, location.
- d. Track and report to the County on a monthly basis (i.e. schools contacted, number of students, number of teachers reached, anecdotal comments, evaluation responses, etc.)

4. County shall.

- a. Provide contractor with an updated list of schools and preferred priority of service.
- b. Promote the assembly program to schools.
- c. Provide guidance, reference material, and feedback to Contractor on story topics as needed.
- d. Provide materials for Contractor to distribute to students and teachers.

Exhibit "B"



CONFIDENTIAL

Applicant Disclosure and Authorization for Background Inquiry

IMPORTANT APPLICANT INFORMATION

PLEASE TYPE OR PRINT

Applicant's Name HORNIAK Will J
(Last) (First) (Middle)

Alias/Maiden Name _____

Home Address 11375 SE 33RD Milwaukie OR 97132
(Street) (City) (State) (Zip)

Date of Birth 4/30/54 Sex M Race Caucasian
(Date) (Sex) (Race) (Race)

Social Security No. 550 88 4862 Driver's License Number 4781578 State OR

County Department _____

You are applying for appointment to a position which may have unsupervised access to children under sixteen years of age, developmentally disabled persons, or other vulnerable adults during the course of his or her employment or involvement with the County. As provided by Washington State Law under RCW 43.43.830, applicants must provide a disclosure statement of certain civil adjudication, conviction records of crimes against persons, and disciplinary board final decisions prior to appointment to positions which are directly responsible for the care, supervision, or treatment of children, developmentally disabled persons, or other vulnerable adults. As provided by RCW 43.43.815 Clark County may conduct a pre-employment evaluation of prospective employees who, in the course of employment, may have access to County money or assets.

Clark County will make background inquiries of the above noted disclosures. Such inquiries may be made to State and/or Federal law agencies. Information obtained from the disclosure statement or from the background inquiries will not necessarily preclude appointment, but will be considered in determining the applicant's character, suitability, and competence for the position applied for and may result in denial of appointment. The use of these inquiries will be restricted to decisions on possible County appointment.

If you wish to be considered for appointment, you must complete and sign this Applicant Disclosure and Authorization for Background Inquiry Form. Failure to complete and sign this form will disqualify you from County appointment. Additionally, if you do not live in Washington or have lived in the state for less than three years, you must submit to fingerprinting for the purpose of conducting a Washington State Patrol and Federal Bureau of Investigation background check. If selected for the position, this information may be collected periodically in the future, in compliance with applicable state laws and grantor agency requirements.

State background identification shall satisfy future record check requirements for the applicant for a two (2) year period. A copy of the background inquiry information from State or Federal law enforcement agencies will be available to you upon request. Clark County is not liable for defamation, invasion of privacy, negligence, or any other claim in connection with any lawful dissemination of information under RCW 43.43, and will not disseminate this information to a second party in compliance with RCW 10.97.

State and Federal background checks will be completed at Clark County's expense.

1/2014

Applicant Disclosure and Authorization for Background Inquiry (con't...)

Please answer Yes or No to each item below. If you answer Yes to any item, explain in the area provided or attach additional sheets indicating the charge or finding, date, court(s), and state involved.

1. Have you ever been convicted of any crimes against children or other persons as follows:

Aggravated Murder; First or Second Degree Murder; First or Second Degree Kidnapping; First, Second, or Third Degree Assault; First, Second, or Third Degree Assault of a Child; First, Second, or Third Degree Rape; First, Second, or Third Degree Rape of a Child; First or Second Degree Robbery; First Degree Arson; First Degree Burglary; First or Second Degree Manslaughter; First or Second Degree Extortion; Indecent Liberties; Incest; Vehicular Homicide; First Degree Promoting Prostitution; Communication With a Minor; Unlawful Imprisonment; Simple Assault; Sexual Exploitation of Minors; First or Second Degree Criminal Mistreatment; Child Abuse or Neglect as defined in RCW 26.44.020; First or Second Degree Custodial Interference; Malicious Harassment; First, Second, or Third Degree Child Molestation; First or Second Degree Sexual Misconduct With a Minor; First or Second Degree Rape of a Child; Patronizing a Juvenile Prostitute; Child Abandonment; Promoting Pornography; Selling or Distributing Erotic Material to a Minor; Custodial Assault; Violation of Child Abuse Restraining Order; Child Buying or Selling; Prostitution; Felony Indecent Exposure; Criminal Abandonment; or any of these crimes as they may be renamed in the future

No Yes ___ If Yes, explain _____

2. Have you ever been convicted of crimes related to financial exploitation (First, Second, or Third Degree Extortion; First, Second, or Third Degree Theft; First or Second Degree Robbery; Forgery) where the victim was a vulnerable adult?

No Yes ___ If Yes, explain _____

3. Have you been convicted of crimes related to drugs (manufacture, delivery, or possession with intent to manufacture or deliver a controlled substance)?

No Yes ___ If Yes, explain _____

4. Have you ever been found in any dependency action under RCW 13.34.030 to have sexually assaulted or exploited any minor, or to have physically abused any minor?

No Yes ___ If Yes, explain _____

5. Have you ever been found in any disciplinary board final decision to have sexually or physically abused or exploited any minor or developmentally disabled person or to have abused or financially exploited any vulnerable adult?

No Yes ___ If Yes, explain _____

6. Have you ever been found by a court in a protection proceeding under RCW 74.34 to have abused or financially exploited a vulnerable adult?

No Yes ___ If Yes, explain _____

Have you been a Washington state resident for the three year period prior to this application?

Yes No

If you have lived in Washington state less than three years immediately prior to your application to have unsupervised access to children or to individuals with a developmental disability, you are required to be fingerprinted for a background check with the Washington State Patrol and the Federal Bureau of Investigation, and this must be repeated every three years.

I swear, under penalty of perjury that the above information is correct:

Applicant Signature: Will Hornyak Date: 9/12/2016

Exhibit "C"

Program contact information:

Michelle Picinich
Clark County Environmental Public Health – Solid Waste & Environmental Outreach
1300 Franklin St. Room 185
P.O. 9810
Vancouver WA 98666-9810
(360) 397-2121 ext. 5290
michelle.picinich@clark.wa.gov

Public Health contact information:

Alan Melnick, MD, MHP, CPH
Public Health Director / Health Officer
Clark County Public Health
1601 E. Fourth Plain Blvd.
PO Box 9825
Vancouver, WA 98666
360-397-8412
Alan.Melnick@clark.wa.gov

Contract Coordination contact information:

Holly Barnfather, Procurement and Contract Coordinator
Clark County Public Health
1601 E. Fourth Plain Blvd.
PO Box 9825
Vancouver, WA 98666
360-397-8226
Holly.Barnfather@clark.wa.gov