



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE: April 28, 2016**

RE: *Approval of an amendment to an Interlocal Contract between the Southern Nevada Health District and the Regional Transportation Commission*

PETITION #17-16

That the Southern Nevada District Board of Health *approve an amendment to the Interlocal Contract between the Southern Nevada Health District and the Regional Transportation Commission (RTC) to provide services to support the Southern Nevada Partnerships to Improve Community Health (PICH) grant amendment awarded to the Southern Nevada Health District by the Centers for Disease Control and Prevention (CDC) (award #NU58DP005705).*

PETITIONERS:

Deb Williams, MPA, MPH, CHES, Manager, OCDPHP *dmw*
Andrew J. Glass, FACHE, MS, Director of Administration *AG*
Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer *JPI*

DISCUSSION:

The Southern Nevada Health District received a PICH grant amendment from the CDC on March 28, 2016, allowing for carryover funding from Year 1 (Feb 12, 2015 – Sep 29, 2015) to be spent during Year 2 (Sep 30, 2015 – Sep 29, 2016). The three-year grant was awarded to the SNHD on September 30, 2015, but did not allow for subcontract awards until January 2016. The RTC Interlocal Agreement was awarded Feb 12, 2015, which did not allow sufficient time to complete the scope of work. The CDC recognized this issue on several subcontracts, including this Interlocal Contract with RTC, and approved the carryover funding to complete the scope of work on March 28, 2016. The RTC will use this funding to support and promote increased levels of physical activity in the community by updating and revising the Regional Bicycle and Pedestrian Plan.

FUNDING:

The original budget for Year 1 was \$100,000, which the RTC was not able to spend. The carryover funding from Year 1 is \$100,000. The Scope of Work and funding is to be completed by September 29, 2016.



**AMENDMENT A02
INTERLOCAL CONTRACT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
SNHD-6-PICH-INT-15-027
(REGIONAL BICYCLE AND PEDESTRIAN PLAN FOR SOUTHERN NEVADA)**

WITH REFERENCE to Interlocal Contract SNHD-6-PICH-INT-15-027, effective January 22, 2015, as amended on November 20, 2015, between the Southern Nevada Health District ("Health District"), and the Regional Transportation Commission of Southern Nevada ("RTC") (individually referred to as "Party" and collectively as "Parties").

WHEREAS, Grant Award 6NU58DP005705-02-03 supersedes the Award Notice dated October 16, 2015 and authorizes carryover funds from Budget Year 1 to Budget Year 2.

NOW, THEREFORE, the Parties agree to amend said Agreement as follows:

- A. Numbered Paragraph 2 on page two is deleted in its entirety and replaced with the following:
 - 2. SERVICES/COMPENSATION. RTC will revise and update the Regional Bicycle and Pedestrian Plan with skill and diligence consistent with the Scope of Work outlined in Attachment A-A02, attached hereto.
 - 2.01 RTC will be reimbursed for expenses incurred as provided in Attachment B-A02: Payment. This project is supported by the federal grant described above for a total not-to-exceed amount of \$200,000.000 which accounts for 100% of the total funding of this project.
- B. ATTACHMENT A-A01 SCOPE OF WORK SNHD-6-PICH-INT-15-027 is deleted in its entirety and replaced with the attached ATTACHMENT A-A02 SCOPE OF WORK.
- C. ATTACHMENT B-A01 PAYMENT SNHD-6-PICH-INT-15-027 is deleted in its entirety and replaced with the attached ATTACHMENT B-A02 PAYMENT.

This Amendment shall be effective from the last signature affixed to this Amendment.

All other terms and conditions remain the same.

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A02 to Agreement SNHD-6-PICH-INT-15-027.

SOUTHERN NEVADA HEALTH DISTRICT

**REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA**

Andrew J. Glass, FACHE, MS
Director of Administration
DUNS: 137055492


Tina Quigley
General Manager
DUNS: 830233818

Date: _____

Date: _____

Approved as to form:

Approved as to form:



Annette L. Bradley, Esq.
Attorney for Southern Nevada Health District

Greg Gilbert
RTC Outside General Counsel

ATTACHMENT A-A02 SCOPE OF WORK

Period of Performance Year 1 (February 12, 2015 – September 29, 2016)

Approval was received by the CDC on March 28, 2016 for the requested carry-forward funding and this Interlocal Contract is hereby amended to add additional funding needed to complete the scope of work below.

1. The RTC will update and revise the Regional Bicycle and Pedestrian Plan. A consultant will be hired to work with RTC staff and oversee stakeholder engagement, identify best practices, incorporate findings from complimentary reports from Southern Nevada, perform analysis, develop the plan, and garner support for final adoption. The updated plan will be included as an appendix to the Regional Transportation Plan (“RTP”) and will help the RTC identify and prioritize funding for bicycle and pedestrian infrastructure and could influence road design and construction to accommodate such facilities in the future. The Regional Bicycle and Pedestrian Plan will address how Southern Nevada measures performance for bicycling and walking in accordance with federal mandates. The updated plan will support the inclusion of elements that meet the RTC’s Complete Streets Policy and will help determine project prioritization for regional funding programs.

2. The RTC’s responsibilities include:

A. Year 1 Deliverables

- i) Solicit a Request for Proposal and finalize a contract with a consultant to work with RTC staff and facilitate revision of the Regional Bicycle and Pedestrian Plan.
- ii) Prepare Existing Conditions/Data Report to gather and synthesize existing data, studies, reports, and policies including existing bike/ped data, recent RTC studies, local and regional plans, and recommendations from local jurisdictions and other stakeholders. Compile recommendations that will be used to inform plan revisions.
- iii) Convene an advisory committee of key stakeholders and coalition members to help inform and guide plan development. The advisory committee will meet at least quarterly until the revised plan is adopted. Prepare and distribute advisory committee minutes.
- iv) Attend required meetings and maintain involvement in related coalitions, safety task forces, and work groups including Partners for a Healthy Nevada coalition.
- v) Develop a Stakeholders Participation Plan to document public and agency involvement and to identify outreach strategies (project website, public surveys, stakeholder interviews, etc.) to share plan development updates.

- B. The RTC will provide monthly written program reports to Health District. The program report will be attached to the monthly invoice.

Period of Performance Year 2 (September 30, 2015 – September 29, 2016)

1. The RTC will update and revise the Regional Bicycle and Pedestrian Plan for Southern Nevada. A consultant will be hired to work with RTC staff and oversee stakeholder engagement, identify best practices, incorporate findings from complimentary reports from Southern Nevada, perform analysis, develop the plan, and garner support for final implementation of the plan. The updated plan will be included as an appendix to the Regional Transportation Plan (RTP) and will help the RTC identify and prioritize funding for bicycle and pedestrian infrastructure and could influence road design and construction to accommodate such facilities in the future. The Regional Bicycle and Pedestrian Plan will address how Southern Nevada measures performance for bicycling and walking in accordance with federal mandates. The updated plan will support the inclusion of elements that meet the RTC's Complete Streets Policy and will help determine project prioritization for regional funding programs.
2. The RTC's responsibilities include:
 - A. Year 2 Deliverables
 - i) Develop and implement a Stakeholders Participation Plan to document public and agency involvement and to identify outreach strategies to share plan development updates.
 - ii) Prepare a Stakeholders Participation Summary Report (Part 1) to document public and agency input on existing bicycle and pedestrian conditions.
 - iii) Develop and Existing Conditions Report to gather and synthesize existing data, studies, reports, and policies including existing bike/pedestrian data, recent RTC studies, local and regional plans, and recommendations from local jurisdictions and other stakeholders.
 - iv) Prepare a Goals and Policies Report to guide plan development and to identify performance measures.
 - v) Continue participation in advisory groups to provide updates on the Bike and Pedestrian Plan revisions and to seek input on key plan deliverables.
 - vi) Attend required meetings and maintain involvement in related coalitions, safety task forces, and work groups.
 - B. The RTC will provide monthly written program reports to Health District. The program report will be attached to the monthly invoice.

**ATTACHMENT B-A02
PAYMENT**

1. Payment to the RTC:

1.01 Payments shall be based on approved RTC invoices submitted in accordance with this Contract. The sum of payments shall not exceed the total compensation of \$100,000 annually over a three (3) year period as stated in Paragraph 2 of this Contract, and no payments shall be made in excess of the maximum allowable annual budget of \$100,000 for the three-year period of this Contract.

1.02 Budget. Note: If ten percent or more of the awarded funds are moved from one approved annual budget year to another approved budget year, prior approval of the Health District is required.

Total Budget (Years 1 and 2): **\$200,000**

Budget Year 1 (February 12, 2015 – September 29, 2016) **\$100,000**

Consultant/Contractual: **\$100,000**

Includes costs associated with hiring a consultant to assist with stakeholder engagement, cost of consultant, identifying best practices, incorporating findings from complimentary reports from Southern Nevada, performing analysis, developing the plan, and assisting with garnering support for adoption of the final plan.

Budget Year 2 (September 30, 2015 – September 29, 2016) **\$100,000**

Consultant/Contractual: **\$100,000**

Contractor/consultant will work with RTC project staff to prepare supplemental reports including an Existing Conditions Report, a Stakeholders Participation Plan, a Goals and Policies Report and develop a working draft of the revised Bike and Pedestrian Plan by the end of the contract period.

1.03 The RTC's invoices shall be submitted monthly for months during which services are performed and which details costs incurred for each item identified in the project budget show in 1.02 above.

- a. Backup documentation including but not limited to invoices, receipts, proof of payments or any other documentation requested by the Health District, is required, and shall be submitted by the RTC in accordance with cost principles applicable to this Contract.

- b. The RTC invoices shall be signed by the RTC's official representative and shall include a statement certifying that the invoice is a true and accurate billing.
 - c. Cost principles contained in the federal acquisition regulations, 48 CFR, Subpart 31.3 and OMB circular A-21 shall be used as criteria in the determination of allowable costs.
- 1.04 The Health District shall not be liable for interest charges on late payments.
- 1.05 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved.