

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

**TO:** Board of Commissioners

**FROM:** Jefferson County Marine Resources Committee

**DATE:** May 18, 2011

**SUBJECT:** Amendment 1 to Professional Services Agreement for Project Management and Coordination Services for the Jefferson County Marine Resources Committee between Jefferson County and LaRoche and Associates

**STATEMENT OF ISSUE:**

The Marine Resources Committee (MRC) is requesting approval on the consent agenda of an amendment to the above referenced professional services agreement. The purpose of the amendment is to revise section 2 - Scope of Services, section 3 - Time for Performance and section 4 - Payment. These revisions are consistent with and necessary to complete the work under Amendment 1 to CZM310 Grant No. G1000023 between the State of Washington Department of Ecology and JEFFERSON COUNTY which was approved by you in December 2010.

**ANALYSIS:**

LaRoche and Associates has been providing project management and coordination services for the Jefferson County Marine Resources Committee since July 2005. Ms. LaRoche prepared the grant application that resulted in the Grant Agreement No. G1000023 and is thus uniquely familiar with the work that is required to comply with the grant agreement. The existing scope of services with LaRoche and Associates states, "The rate may be renegotiated quarterly if actual hours are more or less than estimated, if additional funds are secured and/or if additional tasks are desired." This amendment to the professional services agreement is being sought because additional funds were secured and additional tasks are desired.

Section 2- Scope of Services is being revised to include project management and coordination services for the Maynard Beach nearshore restoration at the head of Discovery Bay. Section 3 - Time for Performance is being extended until December 30, 2011 to be consistent with Grant Agreement No. G1000023. The total amount of the contract specified in section 4.a. is being increased by \$ 6,346 to \$75,016.

**FISCAL IMPACT:**

The project is 100% grant funded. There is no match requirement. The professional services agreement is administered by WSU Jefferson County Extension at no cost to the County.

**RECOMMENDATION:**

We request three originals of this contract be approved and signed by the Jefferson County BOCC.

**REVIEWED BY:**

  
County Administrator

5/31/11  
Date

**AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT FOR**

**PROJECT MANAGEMENT AND COORDINATION SERVICES FOR THE  
JEFFERSON COUNTY MARINE RESOURCES COMMITTEE**

THIS AGREEMENT amends a previous agreement between the County of Jefferson, a municipal corporation, hereinafter referred to as *the County*, and LaRoche and Associates (555 Blue Sky Drive, Port Townsend WA 98368), hereinafter referred to as *the Consultant*, in consideration of the mutual benefits, terms, and conditions hereinafter specified. (note: numbering of sections is retained from original agreement; attachment 1)

2. Scope of Services. The scope of services is amended as follows. Consultant agrees to perform the services, identified and amended on Exhibit "B" attached hereto, including the provision of all labor, materials, equipment and supplies. Exhibit "B" replaces Exhibit "A" previously identified in this section.
3. Time for Performance. The time for performance is amended as follows. Consultant shall perform all services identified in Exhibit "B: beginning July 1, 2009 and shall deliver all work products required pursuant to this agreement. Consultant shall perform all services and provide all work products required pursuant to this agreement by December 30, 2011 which shall be the termination date for this agreement.
4. Payment. Payment is amended in the following subsections a and b. The Consultant shall be paid by the County for completed work and for services rendered under this agreement as follows:
  - a. This subsection is amended to increase the total amount by \$6,346.00 to \$75,016.00. Payment for the work provided by Consultant shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$75,016.00 without express written modification of the agreement signed by the County.
  - b. This subsection is amended to revise the payment as follows. Payment for the work provided shall be quarterly at the rate of \$ 9,558.75 per quarter for July 1, 2009 through June 30, 2010, \$ 7,608.75 per quarter for July 1, 2010 through December 30, 2011, \$ 8,445.25 per quarter for January 2011 through June 30, 2011, and \$ 2,336.50 per quarter for July 1 through December 30, 2011. Payment of the retainer amount shall not be altered by the number of hours the Consultant works, although the parties acknowledge that the quarterly retainer amount may be renegotiated if any party gives sixty (60) days notice of their desire to renegotiate the amount of the retainer.
  - c. This subsection remains unchanged. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work under this agreement and its acceptance by the County.

- d. This subsection remains unchanged. Payment as provided in subsection a. of this section shall be full compensation for work performed, services rendered, materials and incidentals necessary to complete the work. Supplies, printing and travel may be reimbursed in addition to the amount specified in subsection a. of this section on a case-by-case basis with prior approval from the Project Coordinator: Pat Pearson, WSU Jefferson County Extension, 201 West Patison Port Hadlock, WA 98339.
- e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and State for a period of three (3) years after final payments. Copies shall be made available upon request.
17. Existing terms and conditions. Existing terms and conditions as specified in sections 1, and 5-16 in the attached contract remain unchanged and in effect.

**Attachment: Attachment 1 –  
Exhibit B: Revised Scope of Services**

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

JEFFERSON COUNTY  
BOARD OF COMMISSIONERS

John Austin, Chair

CONSULTANT



Gabrielle LaRoche d.b.a.  
LaRoche and Associates  
555 Blue Sky Drive  
Port Townsend WA 98368

ATTEST:

Deputy Clerk of the Board

APPROVED AS TO FORM ONLY:

David Alvany 5/19/01  
Deputy Prosecuting Attorney

cc: WSO  
Aud } 9/28/09

Retain 2019

**PROFESSIONAL SERVICES AGREEMENT FOR  
PROJECT MANAGEMENT AND COORDINATION SERVICES FOR THE  
JEFFERSON COUNTY MARINE RESOURCES COMMITTEE**

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as *the County*, and LaRoche and Associates (555 Blue Sky Drive, Port Townsend WA 98368), hereinafter referred to as *the Consultant*, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. Jefferson County Marine Resources Committee Project Management and Coordination services.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit AA" attached hereto, including the provision of all labor, materials, equipment and supplies.
3. Time for Performance. Consultant shall perform all services identified in Exhibit "A: beginning July 1, 2009 and shall deliver all work products required pursuant to this agreement. The effective date of this agreement shall be July 1, 2009. Consultant shall perform all services and provide all work products required pursuant to this agreement by June 30, 2011 which shall be the termination date for this agreement.
4. Payment. The Consultant shall be paid by the County for completed work and for services rendered under this agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$68,670.00 without express written modification of the agreement signed by the County.
  - b. Payment for the work provided by the Consultant shall be invoiced quarterly on a retainer basis at the rate of \$ 9558.75 per quarter for the first 4 quarters (July 1, 2009 through June 30, 2010) and \$ 7608.75 per quarter for the last four quarters (July 1, 2010 through June 30, 2011). Payment of the retainer amount shall not be altered by the number of hours the Consultant works, although the parties acknowledge that the quarterly retainer amount may be renegotiated if any party gives sixty (60) days notice of their desire to renegotiate the amount of the retainer.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work under this agreement and its acceptance by the County.
  - d. Payment as provided in subsection a. of this section shall be full compensation for work performed, services rendered, materials and incidentals necessary to complete the work. Supplies, printing and travel may be reimbursed in addition to the amount

specified in subsection a. of this section on a case-by-case basis with prior approval from the Project Coordinator: Pat Pearson, WSU Jefferson County Extension, 201 West Patison Port Hadlock, WA 98339.

- e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and State for a period of three (3) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this agreement shall be the property of the County whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including digital photographs for information, reference and use in connection with Consultant's endeavors.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.
7. Indemnification. The Contractor shall indemnify and hold the County, and its officers, employees, and agents harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from the Contractor's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a Contractor to indemnify the County against and hold harmless the County from claims, demands or suits based solely upon the conduct of the County, its officers, employees and agents, and; provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) the Contractor's agents or employees; and, (b) the County, its officers, employees and agents, this indemnity provision with respect to claims or suits based upon such negligence, and/or the costs to the County of defending such claims and suits, etc., shall be valid and enforceable only to the extent of the Contractor's negligence, or the negligence of the Contractor's agents or employees.

Claims against the County shall include, but not be limited to assertions that the use and transfer of any software, book, document, report, film, tape, or sound reproduction of material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or an unlawful restraint of competition.

8. Insurance. The CONSULTANT shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.
  - a) Workers' Compensation and Employer's Liability. The Consultant shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including employers' liability coverage in accordance with the laws of the State of

Washington.

9. Independent Contractor. The Consultant and the County agree that the Consultant is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
10. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. The Consultant, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
12. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the County.
13. Non-Waiver. Waiver by the County of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.
14. Termination.
  - a. The County reserves the right to terminate for failure to meet the terms and conditions of this agreement this agreement at any time by giving thirty (30) days written notice to the Consultant.
  - b. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this agreement, if requested to do so by the County. This section shall not be a bar to the renegotiation of this agreement between surviving members of the Consultant and the County, if the County so chooses.

15. Notices.

Notices to the County shall be sent to the following addresses:

Philip Morley, County Administrator  
P.O. Box 1220, Port Townsend, WA 98368

Pat Pearson, WSU Jefferson County Extension  
201 West Patison Port Hadlock, WA 98339

Notices to Consultant shall be sent to the following address:

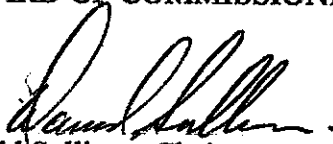
LaRoche and Associates  
555 Blue Sky Drive, Port Townsend WA 98368

16. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both County and Consultant.

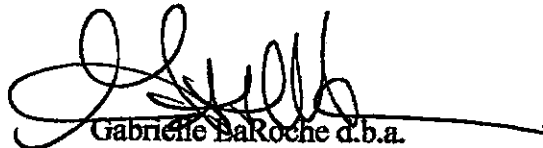
**Attachment: Scope of Services**

DATED this 28<sup>th</sup> day of September, 2009.

JEFFERSON COUNTY  
BOARD OF COMMISSIONERS

  
David Sullivan, Chair

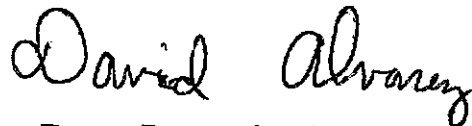
CONSULTANT

  
Gabrielle LaRoche d.b.a.  
LaRoche and Associates  
555 Blue Sky Drive  
Port Townsend WA 98368

ATTEST:

  
Deputy Clerk of the Board

APPROVED AS TO FORM ONLY:

 9/18/09  
Deputy Prosecuting Attorney



**Exhibit A Jefferson MRC 2009 - 2011**  
**LaRoche + Associates Scope of Work for Grant Agreement No. G1000023**

<b>PROJECT</b>	<b>DELIVERABLES</b>	<b>TOTAL \$\$/ ESTIMATED HRS MONTH</b>
<b>TASK 1: Administrative Duties</b>	1. Update in progress reports (all tasks)– due quarterly with invoice	<b>\$ 14,040 (2-years)</b>
<b>1.1: MRC Meetings and Communication:</b> schedule and hold meetings; prepare and distribute agenda; distribute minutes, other logistical and communication functions as needed.	2. Meeting agendas and minutes	216 hours/2-years (~ 9 hrs/month)
<b>1.2: Grant administration:</b> Prepare progress reports, final report and completion report for NWSC; track and administer budget; contract management.	3. Web site address and CD of site contents – due January 20, 2010 and January 20, 2011	
<b>1.3: MRC Web Site:</b> In conjunction with committee volunteers and other contractors, maintain MRC web site and blog and/or development of content, design, images or other web site features.	4. Annual Report – 2009: Due January 20, 2010	
<b>1.4: Annual Reports:</b> prepare annual report that summarize MRC activities and progress, including progress in achieving the Initiative's performance benchmarks, successes and failures in the workplan priorities, training, etc.	5. Annual Report – 2010 – Due January 20, 2011	
	6. 2010 Workplan –due January 20, 2010	
	7. 2011 Workplan – due January 20, 2011	
	8. List of NWSC meetings attended and name of MRC member attending in the progress reports	
	9. Volunteer hour time tracking for regular meetings	
	10. Electronic copy of Training	

1.5: Workplan: prepare workplan that includes the objectives, timeframe, products, and benchmarks addressed.	and Implementation Manual (no hard copy required) – due June 30, 2010	
1.6.1: Training and Implementation Manual: update and maintain Training & Implementation Manual CD-rom.		
<b>Task 2: Marine Stewardship</b>		<b>\$ 12,530 (2-years)</b>
Make presentations for the Shoreline Master Program Implementation; participate in coordinating local stewardship efforts by attending meetings the Puget Sound Partnership, Chumsortium, Straits Workgroup and Hood Canal Coordinating Council; and Design, produce and install interpretive panels at the new Northwest Maritime Center at Point Hudson, Port Townsend.	1. Update in progress reports – due quarterly with invoice  2. Interpretive panel (including copy of design, jpg images of installed signage) – due June 17, 2010	192 hours/2-years (~ 8 hours/month)
<b>Task 3: Olympia Oyster Restoration</b>		<b>\$ 1,200 (2-years)</b>
Coordinate project reporting, website updates and public relations	1. Update in progress reports – due quarterly with invoice	18 hours/2-years (~ .75 hours/month)
<b>Task 4: Voluntary Anchor Free Eelgrass Protection Zone</b>		<b>\$ 14,550 (2-years)</b>

<p>Coordinate and manage the placement of seasonal marker buoys beyond the outer edge of the eelgrass meadows from Point Hudson to the state ferry terminal in Port Townsend. Coordinate volunteer monitoring to determine the efficacy of the buoys. Arrange for and schedule the survey of eelgrass beds in Discovery Bay, Mats Mats Bay and Port Ludlow. Coordinate and manage outreach for the project to include distribution of brochures and partnership with and presentations to boaters, civic organizations and the Port.</p>	<p>1. Update in progress reports –due quarterly with invoice</p> <p>2. Summary Report for Eelgrass Protection Zone Project covering all aspects of the project (including number of presentations, results of vessel monitoring, press releases and any media generated, volunteer hours contributed and jpg images) – due annually June 18, 2010 and June 17, 2011</p> <p>3. Copies of the “best boating practices pledge” – due June 18, 2010</p> <p>4. Digital eelgrass data and GIS layer for Discovery Bay, Mats Mats Bay and Port Ludlow – due January 20, 2011</p>	<p>223 hours/2-years (~ 9 hours/month)</p>
<p><b>Task 5: Drift Cell Restoration</b></p>		<p><b>\$ 18,550 (2-yrs.)</b></p>

<p>Coordinate education and outreach efforts to encourage shoreline landowners to consider alternatives to bulkheads and other hardening structures that impede drift cell function. Coordinate the production of a video of past, current and potential restored shoreline properties. Coordinate the production and distribution of brochures on alternatives to shoreline armoring. Facilitate procurement and management of contracts to conduct a cultural survey and to prepare a draft shoreline armoring alternative design for Oak Bay. Participate in a follow-up beach profile survey at Fort Flagler. Facilitate procurement and management of contracts to conduct a feasibility study to minimize and/or redesign the pier, shore defense and boat launch facilities at the Port Townsend Marine Science Center at Fort Worden state Park.</p>	<ol style="list-style-type: none"> <li>1. Update in progress reports – due quarterly with invoice</li> <li>2. Cultural survey for Oak Bay – due January 20, 2010</li> <li>3. Draft project design for Oak Bay – due January 20, 2011</li> <li>4. Feasibility study for the Port Townsend Marine Science Center Pier at Fort Worden – due January 20, 2011</li> <li>5. Fort Flagler Beach profile survey – due January 20, 2010</li> <li>6. Copies of drift cell restoration projects video and brochure – due June 17, 2011</li> </ol>	<p>285 hours/2-years (~ 11 hours/month)</p>
<p><b>Task 6: Mystery Bay Harbor Management Plan</b></p>		<p><b>\$ 7,800 (1-year)</b></p>

<p>Manage and coordinate the MRC's collaboration with state agency, tribal, local government and industry partners to develop and implement a Harbor Management Plan for Mystery Bay. This will include establishment of a volunteer no anchor/no discharge zone, removal of derelict mooring buoys, volunteer boat monitoring and boater education.</p>	<p>1. Updates in progress reports – due quarterly with invoice</p> <p>2. Draft Mystery Bay Harbor Management Plan – due January 20, 2010</p> <p>3. Mystery Bay Implementation Report (including copies of permits, photos of no anchor zone buoys in place, summary of mooring buoy removal/relocation operations and number of mooring buoys removed/relocated, monitoring program results, copies of outreach materials produced, pictures of signage in place, list of events where brochures were distributed and estimated number of people reached, copies of any associated press releases/articles, and number of volunteer hours contributed) – due June 18, 2010</p>	<p>120 hours/year (~ 10 hours/month)</p>
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LaRoche+Associates shall be reimbursed for a total of \$68,670. Payment for the work provided shall be quarterly at the rate of \$ 9558.75 per quarter for the first 4 quarters (July 1, 2009 through June 30, 2010) and \$ 7608.75 per quarter for the last four quarters (July 1, 2010 through June 30, 2011). The rate may be renegotiated quarterly if actual hours are more or less than estimated, if additional funds are secured and/or if additional tasks are desired.