


Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director 

Agenda Date: July 11, 2011

Subject: Professional Services Agreement with Arvilla Ohlde, AJO Consulting
Exploratory Regional Parks and Recreation Consultant Services

Statement of Issue:

This is a Professional Services Agreement with Arvilla Ohlde of AJO Consulting, to provide data gathering, needs assessment, funding alternatives and future strategies and other related services for the Exploratory Regional Parks and Recreation Committee (ERPRC) meeting process.

Analysis/Strategic Goals/Pro's & Con's:

This project was developed to actively collaborate on identifying and evaluating options for sustainable and coordinated service delivery and funding for recreation facilities and services in Jefferson County and the City of Port Townsend.

Fiscal Impact/Cost Benefit Analysis:

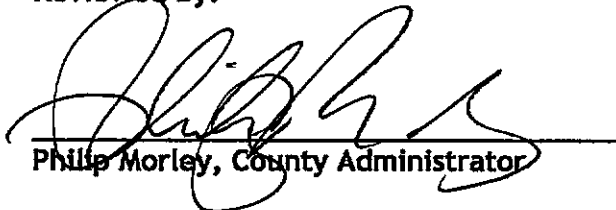
The contract maximum amount payable is \$25,000. Funding is provided by Jefferson County and the City of Port Townsend Proposition One funding per the Interlocal Agreement concerning Sales Tax Ballot Measure approved by Jefferson County on September 13, 2010.

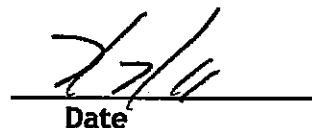
Recommendation:

The Board is asked to sign the three originals, and return two to Public Works.

Department Contact:
Frank Gifford 385-9175

Reviewed By:


Philip Morley, County Administrator


Date

**PROFESSIONAL SERVICES AGREEMENT FOR
Exploratory Regional Parks and Recreation Committee Consultant Services**

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "the County", and Arvilla Ohlde, AjO Consulting, hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the County to provide professional consultant services for the Exploratory Regional Parks and Recreation Committee.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor.
3. Time for Performance. Work under this contract shall commence upon the giving of written notice by the County to the Consultant to proceed. Consultant receipt of a Purchase Order shall constitute said notice. Consultant shall perform all services and provide all work product required pursuant to this agreement by December 31, 2012.
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 "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$25,000.00 without express written modification of the agreement signed by the County.
 - b. The consultant may submit invoices to the County once per month during the progress of the work for partial payment for project completed to date, up to 80% of total project costs. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved.
 - 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 this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - 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 reproducible copies, of drawings and specifications 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. Consultant shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Consultant's own employees, or damage to property occasioned by a negligent act, omission or failure of the Consultant.
8. Insurance. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence with the COUNTY named as an additional insured in connection with the CONSULTANT'S performance of the contract.

The Consultant shall obtain and keep in force during the terms of the Agreement, General Commercial Liability Insurance as follows:

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and a aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:

- a. Broad Form Property Damage, with no employee exclusion;
- b. Personal Injury Liability, including extended bodily injury;
- c. Broad Form Contractual/Commercial Liability – including completed operations;

- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

Such insurance coverage shall be evidenced by one of the following methods:

- * Certificate of Insurance;
- * Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this agreement.

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 this agreement at any time by giving ten (10) 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 renegotiations of this agreement between surviving members of the Consultant and the County, if the County so chooses.

15. Notices. Notices to the County of Jefferson shall be sent to the following address:

Jefferson County Public Works
623 Sheridan Street
Port Townsend, WA 98368

Notices to Consultant shall be sent to the following address:

Arvilla Ohlde
AJO Consulting
15191 E. SR106
Belfair, WA 98528

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.

SIGNATURE PAGE

DATED this _____ day of _____, 201_____.

Consultant

County of Jefferson
Board of Commissioners

Arville Oude

John Austin, Chair

Phil Johnson, Member

David W. Sullivan, Member

Approved as to Form Only:

David Albany 6/25/11
Deputy Prosecuting Attorney

Frank Gifford
Frank Gifford
Public Works Director

EXHIBIT A
SCOPE OF WORK
Contract for Professional Services/ Jefferson County
Exploratory Regional Parks and Recreation Committee (ERPRC)
Parks and Recreation Service and Funding Review

AjO Consulting (the Consultant) shall provide the following services to the County pursuant to the Agreement for work to be completed for the Exploratory Regional Parks and Recreation Committee (ERPRC) in the completion of a funding review of Parks and Recreation Services through a coordinated team of community leaders as a vision for the future to define the direction, service delivery and sustainability of parks and recreation for the citizens of Jefferson County. The Consultant agrees to:

- A. Review and study all materials provided as relevant to the history, records and agreements for research and application of proposed work tasks related to the defined project;
- B. Serve as a sole proprietorship. Additional sub-consultant services provided through the Consultant deemed by the County to be essential in completion of the scope of work will be addressed and defined through the contract as an amendment and change of work. Additional sub-consultant negotiated costs will be in addition to the compensation defined in Exhibit B;
- C. Meet with staff, ERPRC, partners, public agencies, constituents and other consultants as necessary to obtain information, data, status of existing and proposed capital facilities and recreation services, recreation used predictions, funding potential, amount and timing of submittal as they related to the details project tasks;
- D. Meet with Robert Wheeler of Triangle Associates Inc., City of Port Townsend and Jefferson County staff in the preparation of public meetings, workshops, City and County approvals, legal agreements, partnership agreements and to advise on the development of the project materials;

The County will provide:

- 1. Project description, current inventory as well as support materials (photos, aerials, maps etc. in digital format) to provide the project content, financial background, adopted resolution of grant or funding partnerships applications, agreements or approvals if necessary and minutes of public meetings if necessary and required for facilitation of the completion of the defined project;
- 2. Organization approved standard public documents, currently contracted professional service agreements (i.e. landscape architect, grant writer etc.) as they relate to the various project tasks, e.g. standard forms, adopted level-of-service standards, charts, procedures set by the County;
- 3. Access to County (and or City) services as they relate to the preparation of the documents necessary for the facilitation of the execution of the tasks to complete the described project i.e. legal council with regard to property deeds, adopted partnership agreements

etc.; and/or clerical staff for preparation, announcement and recording of public meetings, etc.;

4. Financial information and access to finance and budget staff with regard to funding sources, bond capacity, existing and projected operation and capital budget for the County, current estimates of construction costs, available budgeted funds by category, completed engineers estimate for minor and major capital projects and documentation if requested in proposed grant or partnership funding proposals;
5. Document printing, photo copies, maps, schematic design drawings, final designs, mailing, printing, posting, public meeting places, meeting minutes and all office related materials necessary for production and presentation of large quantities of written or oral reports.

- E. Program of Work: The Consultant will work closely with the ERPRC, staff and the community to create and assess the needs. Explore similar park systems and models to identify gaps, key populations and approximate costs for the completion of an adopted Action Plan. Cost and funding options to administer and facilitate programs and capital facilities will be identified. An analysis of the funding scenarios and the administrative outcomes and options will be presented. This collaborative approach will be critical in the creation of a strategic plan of action. The plan will identify the ability and direction to move toward preferred joint alternatives for implementation with future results in the provision of long-term and administration of park and recreation in Jefferson County and in coordination with the City of Port Townsend.

Task 1: Project Kick Off and Initiation:

Work with the ERPRC through Triangle Associates, Inc. and staff to provide technical support as they discuss and determine their organization, roles, purpose statement, rules/concerns, timeline, communication and desired outcome.

Deliverables: Project Organization/Fee

Deliverables: Team Organization/Project Kick Off

Task 2: Project Gathering of Inventory and Development of a Park and Recreation Needs Assessment:

The Consultant will work with the staff to gather existing parks and recreation facilities inventory as well as the existing programming data and needs for both the City and the County. This step will look at the existing funding levels for these facilities and services. This task will complete the needs assessment identifying the historic, existing and future needs for the population level and citizen demand for identified services. This step will involve a community outreach to gather public interest through a wide-gathering of interest and recreation use by the city and county residents. The

survey data will be gathered through the use of community workshops and public gathering as well as through a web-based survey and data analysis

Deliverables: Inventory Data

Deliverables: Needs Assessment

[Community Survey/Fee determined as a separate Sub-Consultant]

Task 3: Identification of Options of County-wide Funding:

The Consultant will work with staff to develop an initial document outlining a collection of funding options. The goal will be to acquire a history of funding programs used throughout the state and nationally by public entities. The report will provide information of positive and negative benefit results and levels of financial impact for citizens. The document report will be presented to the ERPRC and the Consultant will work as Triangle Associates, Inc. leads the ERPRC through analysis, evaluation and study of the value, benefits and impact for each agency with each of the identified funding approaches. The discussion process will identify issues and concerns and will result in a final outcome of a group supported actionable decision on a preferred alternative.

Deliverables: Presentation of Options/ERPRC Analysis

Task 4: Creation of a Strategic Action Plan:

Following the selection of the action plan from the analysis process this task would work with the ERPRC in the completion of the preferred implementation detailed alternatives. Results will be presented to the Jefferson Board of County Commissioners and the City of Port Townsend City Council with various public presentations throughout the County.

Deliverables: Action Plan

Deliverables: Action Plan Presentation

Task 5: Adoption of Preferred Alternative:

Finalization prior to moving to the voter approval (if chosen), will be the adoption of the preferred alternative to funding the services of Parks and Recreation for Jefferson County.

Deliverables: Adoption of Preferred Alternative Report

**EXHIBIT B
Fee Schedule**

Task	Arvilla Ohlde		Hourly Rate	Total
	AJO Consulting			
1 Project Kick Off and Initiation				
Project Organization	1		\$125.00	\$125
Team Organization	17		\$125.00	\$2,125
2 Inventory and Needs Assessment				
Inventory Data	21		\$125.00	\$2,625
Needs Assessment	43		\$125.00	\$5,375
3 Identification of Funding Options				
Presentation of options/analysis	45		\$125.00	\$5,625
4 Create a Strategic Action Plan				
Action Plan	42		\$125.00	\$5,250
Presentation	26		\$125.00	\$3,250
5 Adoption of A Preferred Alternative				
Adoption/Report	5		\$125.00	\$625
Total		200		\$25,000

Fees to complete the study are listed above and includes travel and labor costs, printing costs and costs associated with assistance in the community stakeholder interviews. The fee does not include the sub-consultant fees for the web based community survey which is estimated to be \$5,000

EXHIBIT C
Certification Regarding Debarment, Suspension, and Other Responsibility
Matters-Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph I(B) of this certification; and
 - D. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm): Arvilla Ohlde, AJO Consulting

6/27/2011

(Date)

Arvilla Ohlde

(Signature) President or Authorized Official of Consultant