



JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368
www.jeffersoncountypublichealth.org

August 4, 2011

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Stuart Whitford, Environmental Health Director
Tami Pokorny, Environmental Health Specialist II

DATE: September 6, 2011

SUBJECT: Agenda Item – Professional Services Agreement Amendment– Brisa Services, Amendment #1; August 1, 2010 – October 31, 2011; add'l \$1,200 total \$6,600

STATEMENT OF ISSUE:

Jefferson County Public Health, Water Quality Division, is requesting Board approval of the Professional Services Agreement – Brisa Services, Amendment #1; August 1, 2010 – October 31, 2011; add'l \$1,200 total \$6,600

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

This professional services agreement provides for the services of preparing meeting minutes in connection with the East Jefferson Watershed Council. The contractor will attend up to three 2-hour meetings per month and prepare minutes from discussions and recommendations from the meeting.

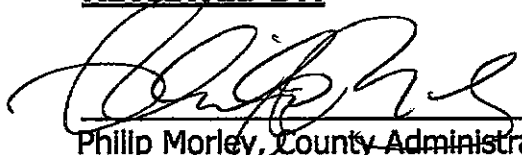
FISCAL IMPACT/COST BENEFIT ANALYSIS:

Funding for this contract amendment is provided through the Department of Ecology, Water Quality Grant #G1000516.

RECOMMENDATION:

JCPH management request approval of the Professional Services Agreement – Brisa Services, Amendment #1; August 1, 2010 – October 31, 2011; add'l \$1,200 total \$6,600

REVIEWED BY:


Philip Morley, County Administrator

8/23/11
Date

COMMUNITY HEALTH
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**Contract Amendment #1
Agreement Between
Brisa Services
And
Jefferson County**

WHEREAS, Brisa Services (Contractor) and Jefferson County (County) entered into an agreement on August 1, 2010 for Professional Services to be provided in connection with the East Jefferson Watershed Council (Water Resource Inventory Area 17 Planning Unit).

WHEREAS, the parties desire to amend the terms of that agreement.

IT IS AGREED BETWEEN BOTH PARTIES AS NAMES HEREIN AS FOLLOWS:

1. The term of the above referenced agreement is extended and ends on October 31, 2011.
2. Contractor will be entitled to an additional \$1,200 in funding for services provided under this contract. Total compensation shall not exceed \$6,600 without express written amendment.
3. **Exhibit A**, attached, supersedes existing Exhibit A (Scope of Work).
4. All other terms and conditions of the agreement will remain the same.

Dated this _____ day of _____, 2011

By: _____
John Austin, Chairman
Jefferson Board of County Commissioners

By: Kate Pike 8/27/11
Kate Pike, Contractor

Approved as to form only:

David Alvarez 8/24/2011
Jefferson Co. Prosecutor's Office

EXHIBIT A
STATEMENT OF WORK

Brisa Services, Inc.

I. WORK STATEMENT

Contractor shall perform the following duties to the satisfaction of Jefferson County Public Health.

Contractor will attend up to three 2-hour meetings per month of the East Jefferson Watershed Council and/or Steering Committee, prepare detailed draft minutes and make an audio recording of each meeting. Contractor will revise draft meetings as directed by committee members and staff. The draft minutes, finalized minutes and finalized agendas will be delivered to staff within 7 days.

PROFESSIONAL SERVICES AGREEMENT

Between

JEFFERSON COUNTY

And

BRISA SERVICES, INC.

This Agreement is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "the County" and Brisa Services, Inc., hereinafter referred to as "the Contractor" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Section 1. Designation

The County, on behalf of the Jefferson County Public Health, acting in compliance under the Contract with Brisa Services, Inc. in agreement with the terms and conditions of the Statement of Work hereby contracts with the Contractor who will perform duties as described in **Exhibit A**.

Section 2. Term

This Agreement shall commence on August 1, 2010 and continues through June 30, 2011 unless terminated as provided herein. The agreement may be extended beyond June 30, 2011 upon mutual written consent of the County and the Contractor.

Section 3. Scope of Agreement

The Contractor agrees to perform the services, identified on **Exhibit A**.

- A. The Contractor supports the Jefferson County Public Health department program goals and objectives.
- B. The specific duties of the Contractor are outlined in **Exhibit A**.
- C. The Contractor shall provide reporting detailed in **Section 10**.

Section 4. Compensation

The Contractor 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 the Contractor shall be invoiced at the rate of \$35.00 per hour. This contract shall not exceed \$5,400 in the completion of this project without a written amendment signed by both parties to this Agreement.

- B. The Contractor may submit invoices to the County for work completed to date. The County will review such invoices, and upon approval thereof, payment will be made to the Contractor in the amount approved.
- C. County will make final payment of any balance due the Contractor promptly upon its ascertainment and verification after the completion of the work under this Agreement and its acceptance by the County.
- D. Contractor 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 six (6) years after final payments. Copies shall be made available upon request.
- E. Ownership and use of documents. The Contractor acknowledges and agrees that any and all work product directly connected and/or associated with the services rendered hereunder, including but not limited to all documents, drawings, specifications, writings, samples, reports, pictures and the like which the Contractor drafts, makes, conceives, develops in the performance of the service hereunder, either solely and/or jointly with the County shall be the sole and exclusive property of the County. The Contractor further acknowledges that such material shall be considered work for hire and the Contractor acknowledges the County's sole and exclusive right to such copyright, patent, trademarks, trade names and other intellectual property right claims for said materials. Other materials produced by the Contractor in connection with the services rendered under this agreement shall be the property of the County whether the projects for which they are made are executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings, writings, samples, reports, and specifications for information, reference, and use in connection with Contractor endeavors. The Contractor agrees not to publish, submit for publication, display or otherwise use said material for any reason whatsoever, without the express written consent of the County.

Section 5. Compliance with laws

The Contractor 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. Contractor will properly dispose of any information, which is no longer needed or has been converted to another media. Jefferson County Public Health may audit Contractor's access to and use of confidential information at any time or on an ongoing basis.

Section 6. Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, lawsuits, demands for money damages, losses or liability, or any portion thereof, including attorney's

fees and costs, arising from any injury to person or persons (including the death or injury of the Contractor or damage to personal property) if said injury or damage was caused by the negligent acts or omissions of the Contractor.

Section 7. Insurance

The Contractor shall obtain and keep in force during the terms of the Agreement, or as otherwise required

- A. The Contractor shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.
- B. 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 \$300,000 each occurrence.

Section 8. Independence

The Contractor and the County agree that the Contractor 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. The Contractor shall not 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 employee.

Section 9. Assignments and Subcontracting

The Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County.

Section 10. Reporting

The Contractor will provide a report to the County for payment for services rendered quarterly. The report shall contain a brief summary of the work performed, relationship to the tasks identified in **Exhibit A**. The report shall be submitted to Jefferson County Public Health in care of the Financial Manager, 615 Sheridan Street, Port Townsend, WA 98368.

Section 11. Termination

- A. The County reserves the right to terminate this contract in whole or in part, without prior written notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.

- B. This Agreement may also be terminated as provided below:
1. With 14 days' notice by the Board of County Commissioners (or their designate) for non-performance of the specific job duties listed in **Exhibit A**. Contractor may cure the default or non-performance during the 14 days that notice of termination is pending.
 2. With 14 days' notice by the Contractor by voluntary resignation.

Section 12. Modification

This Professional Services Agreement may be modified at any time by written agreement of all parties

Section 13. Integrated Agreement

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

Approved this 10th day of January, 2011.
BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

John Austin
David Sullivan, Chairperson
John Austin

Kate Pike
Brisa Services, Inc.

Approved as to form only:

Dave Almon 12/22/10
Jefferson Co. Prosecutor's Office

ATTEST:

Lorna L. Delaney
Clerk of the Board

EXHIBIT A
STATEMENT OF WORK
Brisa Services, Inc.

I. WORK STATEMENT

Contractor shall perform the following duties to the satisfaction of Jefferson County Public Health.

Contractor will attend two 2-hour meetings per month of the WRIA 17 Planning Unit, except when unavoidable due to health or prior arrangement, and prepare detailed draft minutes and make an audio recording of each meeting. Draft minutes will be revised if necessary as directed by committee members and staff. The draft minutes will be delivered to staff within 7 days.