


Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director 

Agenda Date: February 21, 2012

Subject: New Professional Services Agreement with Triangle Associates Inc.
Exploratory Regional Parks and Recreation Committee Facilitation
Services (ERPRC)

Statement of Issue:

This is a Professional Services Agreement with Triangle Associates Inc of Seattle, to continue to provide meeting facilitation and other related services for the Exploratory Regional Parks and Recreation Committee (ERPRC) meetings.

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. The project is ahead of schedule and has met the required benchmarks.

Fiscal Impact/Cost Benefit Analysis:

The contract maximum amount payable is \$22,841.88. 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.

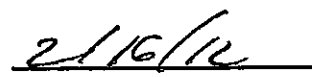
Recommendation:

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

Department Contact:
Matt Tyler 385-9129

Reviewed By:


Philip Morley, County Administrator


Date

**PROFESSIONAL SERVICES AGREEMENT FOR
Exploratory Regional Parks and Recreation Committee Meeting Facilitation**

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "the County", and Triangle Associates Inc, 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 Exploratory Regional Parks and Recreation Committee meeting facilitation.
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 \$22,841.88 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:

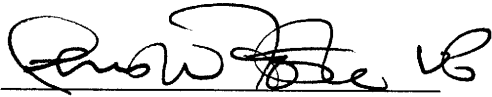
Robert Wheeler, President
Triangle Associates Inc.
811 1st Avenue Suite 255
Seattle WA 98104

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 6th day of February, 2012.

Consultant



County of Jefferson
Board of Commissioners

John Austin, Chair

Phil Johnson, Member

David W. Sullivan, Member

Approved as to Form Only:

David Alvaeny 1/27/12
Deputy Prosecuting Attorney

Frank Gifford
Frank Gifford
Public Works Director

EXHIBIT A
SCOPE OF SERVICES

Task 1 – Assist County with Agenda

Continue preparing draft agenda for next ERPRC meeting and revising with input from County and consultant team.

Task 2 - Facilitate Meetings

Continue preparing materials as needed for ERPRC meeting, participating in pre-meeting to prepare for ERPRC meetings, facilitating meeting, converting flip charts to electronic format, and participating in follow up.

Task 3 – Review Meeting Summary

Continue reviewing County-prepared meeting summaries and providing comments.

Task 4 – Collaborate County/Consultants

Continue discussions and interactions between ERPRC meetings with County and consultant team members.

Task 5 – Interaction and Shuttling

With ERPRC members, especially during recommendation formulation phase of project, contact and discuss issues, concerns, approaches, solutions working toward reaching agreements.

Task 6 – Project Management

Manage project budget, contract, and invoice.

Task 7 – Public Involvement Implementation

On request, provide County with strategic advice on public involvement implementation, draft documents, and facilitate public meetings. County will perform leg-work activities, such as notices, contacting the public, obtaining venues, etc.

Task 8 – Governing Body Presentation

Help organize, prepare for, and facilitate recommendation presentations to the Jefferson County Board of County Commissioners and the Port Townsend City Council.

EXHIBIT B FEE SCHEDULE

	Robert Wheeler	Project Associate	Financial	0	0	Expense	Total
Task 1							
Assist County with Agenda	9						\$1,640.88
Task 2							
Facilitate Meetings	30					200.00	\$5,669.60
Task 3							
Review Meeting Summary	6						\$1,093.92
Task 4							
Collaborate County/Consultant	6						\$1,093.92
Task 5							
Interaction and Shuttling	10						\$1,823.20
Task 6							
Project Management	3	6	6				\$1,675.08
Task 7							
Public Involvement Implementation	46	0				0.00	\$8,386.72
Task 8							
Governing Body Presentations	8						\$1,458.56
Total Hours	118	6	6	0	0	\$200.00	\$22,841.88

Rates for the personnel listed above are as follows:

Robert Wheeler	\$182.32	per hour
Project Associate	\$59.85	per hour
Financial	\$128.17	per hour

Budget by person

Robert Wheeler	\$21,513.76
Project Associate	\$359.10
Financial	\$769.02

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.

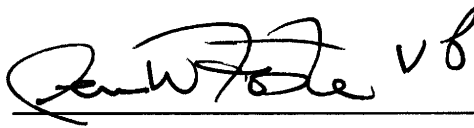
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Consultant (Firm):

Triangle Associates Inc.

2/4/12

(Date)

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(Signature) President or Authorized Official of Consultant