

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director *FG*

Agenda Date: March 19, 2012

Subject: Contract - Strategies 360
Legislative Services - Port Hadlock Wastewater System

Statement of Issue: Execution of a contract with Strategies 360, a legislative liaison firm based in Olympia and Washington D.C., to continue work to bring state and federal attention and funding to the Port Hadlock Wastewater System project.

Analysis/Strategic Goals/Pro's & Con's: The Port Hadlock Wastewater System is the County's top priority infrastructure project, intended to provide urban services to the Port Hadlock and Irondale areas which will allow urban zoning and growth. The initial phases of the project, which include designing and constructing a wastewater treatment plant, effluent discharge, and collection pipelines for the Hadlock/Irondale core commercial areas, is estimated to require approximately \$30 million dollars beyond what has been secured to date. It is essential that substantial state and federal funding be obtained to offset customer charges.

Fiscal Impact/Cost Benefit Analysis: A maximum of \$100,000 over a 21-month period. Revenue is from bonds previously sold for this project. Strategies 360 has been very effective in developing legislative and congressional support for the County on this and other projects already including a \$1,000,000 SAAP grant from the federal government in 2010 for the Port Hadlock Wastewater project.

Recommendation: Sign the three (3) contracts where indicated and return 2 originals to Public Works for final processing.

Department Contact: Joel Peterson, Project Manager, 385-9173

Reviewed By:


Philip Morley, County Administrator

3/15/12
Date

**PROFESSIONAL SERVICES AGREEMENT FOR
LEGISLATIVE LIAISON SERVICES
PORT HADLOCK WASTEWATER SYSTEM PROJECT**

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "the County," and Strategies 360, 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 perform professional consultation services in connection with the Port Hadlock Wastewater System project.
2. Scope of Services. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, equipment, and materials required to perform these services.
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 shall perform all services and provide all work products required pursuant to this agreement as called for in Exhibit "A." Contract shall expire at the end of the day on December 31, 2013.
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 for in Exhibit "B" attached hereto, provided that the total amount of payment to the Consultant shall not exceed One Hundred Thousand Dollars and No Cents (\$100,000.00) without express written modification of the agreement signed by the County.
 - b. The consultant shall submit invoices to the County once per month during the progress of the work for partial payment for project completed to date. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved.
 - c. Payment as provided for 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.
 - d. 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 St
Port Townsend, WA 98368

Notices to Consultant shall be sent to the following address:
Strategies 360, Inc.
1505 Westlake Ave N #1000
Seattle, WA 98109

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.

**PROFESSIONAL SERVICES AGREEMENT FOR
LEGISLATIVE LIAISON SERVICES
PORT HADLOCK WASTEWATER SYSTEM PROJECT**

DATED this _____ day of _____, 2012.

Consultant
Strategies 360, Inc.



Eric Sorensen, President

County of Jefferson
Board of Commissioners

John Austin, Chair

Phil Johnson, Member

David W. Sullivan, Member

Approved as to Form Only:

David Alvarado 3/5/12

Deputy Prosecuting Attorney

Frank Gifford

Frank Gifford
Public Works Director

EXHIBIT "A"

SCOPE OF SERVICES

The Consultant will provide strategy development, legislative liaison, and communications services to achieve the following project goal and outcome:

PROJECT GOAL

Implement state and federal funding strategy for the Port Hadlock Wastewater System project with the objective of securing state and federal funding for in order to bring down final cost to sewer customers.

GENERAL SERVICES

In an effort to meet objectives and the project goal, the services that the Consultant is requested and agrees to perform include, but are not limited to, the following:

- Implement agreed upon strategy and develop legislative and congressional support to meet project goal and objectives.
- Continually monitor progress towards achievement of goals and objectives and adjust strategy and action items as circumstances require and with concurrence of the County.
- Monitor and investigate opportunities for state and federal appropriations.
- Maintain contact with key state legislative representatives, legislative committees and staff to raise awareness of project needs and pursue funding opportunities
- Maintain contact with federal congressional representatives and staff to raise awareness of project needs and pursue funding opportunities.
- Collaborate with project team regarding funding strategy and opportunities for state and federal program funds.
- Provide local strategic advice; assist with media relations and coalition building.
- Assist with the development of project information and outreach materials to meet specific needs of state and federal funding strategies.

TIME FOR PERFORMANCE

The contract period for this Agreement shall expire at the end of the day on December 31, 2013. This will allow work to continue through the state's 2013 legislative session. Should project goals and objectives be met prior to the maximum contract period, Consultant work will cease at the County's notification according to the terms specified herein.

DELIVERABLES

- Provide monthly written progress reports that describe recent activities, accomplished objectives, planned activities, identified issues, anticipated milestones, future action items and recommended actions.

COMMUNICATIONS

- Consultant will participate in a phone-in strategy session at the beginning of each month with the County to discuss work anticipated to occur that month and estimated level of effort and costs.

PROJECT TEAM

- Strategies 360, Inc. Senior Vice President Paul Berendt will serve as the lead for the Consultant on the project. The Consultant team will include Washington DC-based Senior Vice President Tylynn Gordon and Melanie See, and Washington state-based Public Policy Director Mary Schuneman.
- Joel Peterson will serve as the project manager and point of contact for the County.
- Project Consultant Team will participate in strategy, outreach materials and communications -- Kevin Dour, Tetra Tech; Katy Isaksen, Katy Isaksen & Associates; Robert Wheeler, Triangle and Associates.

EXHIBIT "B"

CONSULTANT FEE DETERMINATION

ADDITIONAL TERMS

- The County agrees to pay the Consultant for services Consultant performs pursuant to this Agreement according to an hourly billing schedule over the term of the contract period, with a maximum total payable amount of \$100,000.
- The County agrees to pay the Consultant at a rate of \$200 per hour for services outlined and described in this Agreement. In no case shall the compensation exceed \$7,000 per month without prior written consent of the County.
- The Consultant shall provide an invoice to the County indicating the number of hours of service in the previous month. The rate of compensation shall be billed per hour per government relations team member, whether located in Seattle, WA or Washington, DC.
- The hourly rate shall cover all services provided each calendar month, including costs associated with clerical administration, copying, postage or other delivery, and travel. The Consultant shall be responsible for all expenses associated with performing services pursuant to this Agreement.
- Consultant will participate in a phone-in strategy session at the beginning of each month with the County to discuss work anticipated to occur that month and estimated level of effort and costs.