

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners

FROM: Kate Driehaus 360-379-5610 ext. 201

DATE: June 18, 2012

RE: Amendment No. 1 to Professional Services Agreement for Project Management and Coordination Services for the Jefferson County Marine Resources Committee; LaRoche & Associates; \$31,000

STATEMENT OF ISSUE:

The Washington State Department of Ecology recently awarded Jefferson County a 12-month extension and funding increase to Grant Agreement No. G1200420 to support the work of the Marine Resource Committee (MRC). The DOE grant amendment is on the Commissioners' June 11 agenda for approval.

The proposed amendment to the County's agreement with LaRoche & Associates would similarly extend the end date for Consultant's services through June 30, 2013, and proportionately increase the Consultant's scope of work and total compensation to help the MRC complete its work under the Grant Agreement.

ANALYSIS:

This amendment adds 12 months to the original 6-month contract with LaRoche & Associates. 12 months of scope would also be added to the original 6 months of work, for \$31,000. All work under this agreement is 100% grant funded. Total term for the original contract plus the amendment will be 18 months, ending on June 30, 2013.

FISCAL IMPACT:

None – 100% grant funded.

RECOMMENDATION:

It is recommended that the BOCC approve this agreement

REVIEWED BY:


Philip Morley, County Administrator

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

THIS AGREEMENT is 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.

Purpose: **This agreement is amended to extend the end date for Consultant's services, revise the Consultant's scope of work, and revise the amount of total payment to the Consultant, per the amendment to Grant Agreement No. G1200420.**

2. Scope of Services. The scope of services is as follows. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.

3. Time for Performance. The time for performance is as follows. Consultant shall perform all services identified in Exhibit "A": beginning January 1, 2012 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 June 30, 2013 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. Total 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 \$ 49,070.00 without express written modification of the agreement signed by the County.

 - b. Payment for the work provided shall be provided in two payments upon completion of required reporting. Payment of the retainer amount shall not be altered by the number of hours the Consultant works, although the parties acknowledge that the 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.

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

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

Gabrielle LaRoche, MRC Project Manager
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 Professional Services

**Attachment: Attachment 1 –
Exhibit A: Amended Scope of Services June 2012**

DATED this _____ day of _____, 2012.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

CONSULTANT

John Austin, Chair

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 Almoncy 6/8/12
Deputy Prosecuting Attorney

Exhibit A Amended Scope of Services for Jefferson MRC
 June 2012; the completion date is June 30, 2013
 LaRoche + Associates Scope of Work for Amended Grant Agreement No. G1200420

PROJECT	DELIVERABLES	TOTAL\$ (ESTIMATED HRS)
TASK 1: Administrative Duties		\$39,970 (615 hours)
1.1 MRC Meetings and Communication: schedule and hold meetings; prepare and distribute agenda; invite speakers on topics of community interest; prepare and distribute minutes, other logistical and communication functions as needed.	1. Update in progress reports (all tasks) – due June 30, October 15, 2012 and January 15, April 15 and June 30, 2013	
1.2 Grant administration: Prepare progress reports, final report and completion report for Northwest Straits Commission; track and administer budget; document matching funds and volunteer time; contract management and preparing grant applications for MRC projects.	2. Meeting agendas and minutes – due June 30, 2012, January 15 and June 30, 2013 3. Web site address and CD of site contents – due June 30, 2012, January 15 and June 30, 2013	
1.3 MRC Web Site: Provide ongoing maintenance of MRC web site and/or development of content, design, images or other web site features.	4. List of NWSC meetings attended and name of MRC member attending in the progress reports – due June 30, 2012, January 15 and June 30, 2013	
1.4 Annual Report: This report will summarize MRC activities and progress on projects, including progress in achieving the Initiative's performance benchmarks, successes and failures in the workplan priorities, training, etc.	5. Matching funds/volunteer time tracking – due April 2, 2012 and June 30, 2012, October 15, 2012 and January 15, April 15 and June 30, 2013	
1.5 Program Development and Workplan: The Recipient will seek to identify support for tasks outlined in the workplan. The workplan will include the objectives, timeframe, products, and benchmarks addressed.		

<p>1.6 Training: The MRC members will attend the annual Northwest Straits Commission (NWSC) training and additional conferences as appropriate. A representative of the MRC will attend each Northwest Straits Commission meeting.</p>		
<p>TASK 2: Local Integrating Organization The MRC will participate in the development and discussions of the Puget Sound Partnership's Local Integrating Organization (</p>	<p>1. Update in progress reports (all tasks) – due June 30, October 15, 2012 and January 15, April 15 and June 30, 2013</p>	<p>\$ 650 (10 hours)</p>
<p>Task 3: Voluntary Marine Protected Areas (MPAs) The MRC will provide program development for the Eelgrass, Mystery Bay and other (Lower Hadlock) MPAs as identified by the MRC and project partners. The MRC will also provide volunteer coordination, oversight and maintenance of the two existing MPAs (Eelgrass and Mystery Bay).</p>	<p>1. Update in progress reports (all tasks) – due June 30, October 15, 2012 and January 15, April 15 and June 30, 2013</p>	<p>\$3,750 (58 hours)</p>
<p>Task 4: Maynard Beach Restoration Project The MRC will participate in the design and permit preparation to be completed by a consultant by July, 2012. Engineering of additional project components of trail and waterline design to be completed with funding from a Fish America grant to the North Olympic Salmon Coalition.</p>	<p>1. Update in progress reports (all tasks) – due June 30, October 15, 2012 and January 15, April 15 and June 30, 2013</p>	<p>\$4,700 (72hours)</p>

LaRoche+Associates shall be reimbursed for a total of \$ 49,070.00. 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.

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

THIS AGREEMENT is 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.

2. Scope of Services. The scope of services is as follows. Consultant agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.

3. Time for Performance. The time for performance is as follows. Consultant shall perform all services identified in Exhibit "A": beginning January 1, 2012 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 June 30, 2012 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. Total 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 **\$18,870.00** without express written modification of the agreement signed by the County.

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

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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.

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P.O. Box 1220

Port Townsend, WA 98368

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

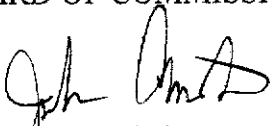
Gabrielle LaRoche, MRC Project Manager
555 Blue Sky Drive
Port Townsend WA 98368

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 Professional Services

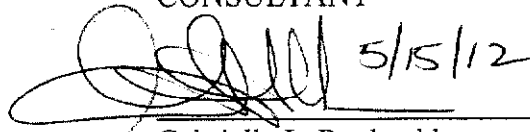
**Attachment: Attachment 1 –
Exhibit A: Scope of Services**

DATED this 21st day of May, 2012.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS



John Austin, Chair

CONSULTANT

 5/15/12

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:

 5/10/12
Deputy Prosecuting Attorney

<p style="text-align: center;">Exhibit A Jefferson MRC</p> <p style="text-align: center;">January 1, 2012; the completion date is June 30, 2012</p> <p style="text-align: center;">LaRoche + Associates Scope of Work for Grant Agreement No. G1200420</p>		TOTAL \$ (ESTIMATED HRS)
PROJECT	DELIVERABLES	\$8970 (138 hours)
<p>TASK 1: Administrative Duties</p> <p>1.1 MRC Meetings and Communication: schedule and hold meetings; prepare and distribute agenda; invite speakers on topics of community interest; prepare and distribute minutes, other logistical and communication functions as needed.</p> <p>1.2 Grant administration: Prepare progress reports, final report and completion report for Northwest Straits Commission; track and administer budget; document matching funds and volunteer time; contract management and preparing grant applications for MRC projects.</p> <p>1.3 MRC Web Site: Provide ongoing maintenance of MRC web site and/or development of content, design, images or other web site features.</p> <p>1.4 Annual Report: This report will summarize MRC activities and progress on projects, including progress in achieving the Initiative's performance benchmarks, successes and failures in the workplan priorities, training, etc.</p> <p>1.5 Program Development and Workplan: The Recipient will seek to identify support for tasks outlined in the workplan. The workplan will include the objectives, timeframe, products, and benchmarks addressed.</p>	<p>1. Update in progress reports (all tasks) – due June 30, 2012</p> <p>2. Meeting agendas and minutes – due June 30, 2012</p> <p>3. Web site address and CD of site contents – due June 30, 2012</p> <p>4. List of NWSM meetings attended and name of MRC member attending in the progress reports – due June 30, 2012</p> <p>5. Matching funds/volunteer time tracking – due April 2, 2012 and June 30, 2012</p>	

<p>1.6 Training: The MRC members will attend the annual Northwest Straits Commission (NWSC) training and additional conferences as appropriate. A representative of the MRC will attend each Northwest Straits Commission meeting.</p>		
<p>TASK 2: Local Integrating Organization The MRC will participate in the development and discussions of the Puget Sound Partnership's Local Integrating Organization (</p>	<p>1. Update in progress reports (all tasks)– due June 30, 2012</p>	<p>\$2,000 (30 hours)</p>
<p>Task 4: Voluntary Marine Protected Areas (MPAs) The MRC will provide program development for the Eelgrass, Mystery Bay and other (Lower Hadlock) MPAs as identified by the MRC and project partners. The MRC will also provide volunteer coordination, oversight and maintenance of the two existing MPAs (Eelgrass and Mystery Bay).</p>	<p>1. Update in progress reports (all tasks)– due June 30, 2012</p>	<p>\$2,000 (30 hours)</p>
<p>Task 5: Maynard Beach Restoration Project The MRC will participate in the design and permit preparation to be completed by a consultant by July, 2012. Engineering of additional project components of trail and waterline design to be completed with funding from a Fish America grant to the North Olympic Salmon Coalition.</p>	<p>1. Update in progress reports (all tasks)– due June 30, 2012</p>	<p>\$5,900 (90 hours)</p>

LaRoche+Associates shall be reimbursed for a total of \$18,870. 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.

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
Philip Morley, County Administrator

FROM: Kate Driehaus

DATE: 5/15/12

RE: PROFESSIONAL SERVICES AGREEMENT FOR

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

THIS AGREEMENT is between the County of Jefferson and LaRoche and Associates

STATEMENT OF ISSUE:

This agreement is to secure the services of LaRoche and Assoc. to complete consulting work pertaining to MRC project management for grant agreement # G1200420. Effective date of agreement is January 1, 2012, and completion date is June 30, 2012

ANALYSIS:

LaRoche & Associates will be paid an amount not to exceed \$18,870 to complete the work. The attached scope of services outlines the deliverables expected for the project.

FISCAL IMPACT:

None – 100% grant funded

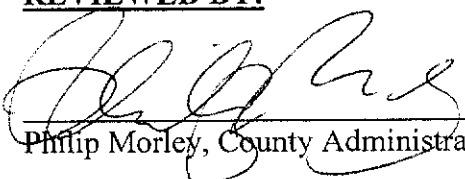
RECOMMENDATION:


It is recommended that the BOCC approve this agreement

DEPARTMENT CONTACT:

Kate Driehaus 360-379-5610 ext. 201

REVIEWED BY:


Philip Morley, County Administrator


Date

CONTRACT REVIEW FORM

12-86

CONTRACT WITH: La Roche and Associates

CONTRACT FOR: Jefferson County Marine Resources Committee Project Administration

TERM: 1/1/12 thru 6/30/12

RECEIVED

COUNTY DEPARTMENT:	<u>WSU Jefferson County Extension</u>	<u>APR 19 2012</u>
For More Information Contact:	<u>Kate Driehaus</u>	JEFFERSON COUNTY COMMISSIONERS
Contact Phone #:	<u>360-379-5610 ext 206</u>	
RETURN TO:	<u>same</u>	RETURN BY:
<small>(Person in Department)</small>		<u>ASAP</u>
		<small>(Date)</small>

AMOUNT: \$18,870.00

Revenue:(grant funded) \$18,870.0

Expenditure: \$18,870.0

Matching Funds Required: 0

Sources(s) of Matching Funds n/a

- PROCESS:**
- Exempt from Bid Process
 - Consultant Selection Process
 - Cooperative Purchase
 - Competitive Sealed Bid
 - Small Works Roster
 - Vendor List Bid
 - RFP or RFQ
 - Other Sole source

Step 1: REVIEW BY RISK MANAGEMENT

Review by: [Signature]

Date Reviewed: 5/10/12

APPROVED FORM

Returned for revision (See Comments)

Comments _____

Step 2: REVIEW BY PROSECUTING ATTORNEY

Review by: ALVAREZ / David Alvarez

Date Reviewed: 5/10/2012

APPROVED AS TO FORM

Returned for revision (See Comments)

Comments _____

- Step 3:** (If required) DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY
- Step 4:** CONTRACTOR/CONSULTANT SIGNS APPROPRIATE NUMBER OF ORIGINALS
- Step 5:** SUBMIT TO BOCC FOR APPROVAL
- Submit originals and 9 copies of Contract, Review Form, and Agenda Bill to BOCC Office. Place "Sign Here" markers on all places the BOCC needs to sign. MUST be in BOCC Office by 5 p.m. TUESDAY for the following Monday's agenda.

(This form to stay with contract throughout the contract review process.)

**REQUEST FOR SOLE SOURCE PROCUREMENT
FOR**

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

The Marine Resources Committee is requesting sole source procurement to contract with Gabrielle LaRoche d.b.a. LaRoche and Associates, (555 Blue Sky Drive, Port Townsend WA 98368) to provide Project Management and Coordination Services for several tasks associated with Grant Agreement No. G1200420 as specified in Exhibit A to the contract.

It is the express desire of the Jefferson County Marine Resources Committee to continue to contract the services of Gabrielle LaRoche, d.b.a. LaRoche and Associates. LaRoche was originally awarded a two-year contract (July 1, 2005 – June 30, 2007) following an advertised competitive procurement process. In 2007 LaRoche was again awarded a two-year contract (July 1, 2007 – June 30 2009). LaRoche's professional qualifications and experience as a consultant specializing in the work of the Marine Resources Committee are unique in nature. Her recent work with the Jefferson County Marine Resources Committee on the Grant Agreement No. G1000023 makes her the only contractor with the requisite qualifications and experience to provide seamless project management and coordination services for the Jefferson County Marine Resources Committee. Ms. LaRoche prepared the grant application that resulted in the Grant Agreement No. G1200420 and is thus uniquely familiar with the work that is required to comply with the grant agreement. Her professional training and experience uniquely qualify her to be able to deliver the requested services to the MRC without a break in service which would result in a delay in providing the deliverables specified. For the aforementioned reasons she is the only practical source available to the Marine Resources Committee.