

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Frank Gifford, Public Works Director *FG*

Agenda Date: July 9, 2012

Subject: Professional Services Agreement for Government Relations -
Seeking Resources for the Upper Hoh Road

Statement of Issue:

The professional services agreement executed on May 17, 2010 between Jefferson County and Strategies 360, Inc. has expired. A new agreement is proposed for continuing government relations assistance in conjunction with an effort to bring resources to the first twelve miles of the Upper Hoh Road, from U.S. 101 to the boundary of Olympic National Park. Strategies 360, Inc. has been selected as the top firm to provide these services through a consultant selection process.

The County has made significant progress on this matter, including the execution of a road management Memorandum of Understanding in 2011 among the Federal and State partners in the Upper Hoh Road Interagency Working Group and the acquisition of over \$3.4 million in 100% Federal Public Lands Highways Discretionary Program funding for vital culvert replacement projects on the Upper Hoh Road.

In order to maintain momentum and reach a long-term solution for the management of the Upper Hoh Road, a new agreement is warranted that continues the effort through June 2014, though it is possible that the goal and objectives of the project will be met before expiration of the proposed agreement. The goal, objectives, services and time for performance are outlined in the attached agreement.

Analysis/Strategic Goals/Pros & Cons:

Over 80% of the traffic on the Upper Hoh Road is generated by Olympic National Park, with the Hoh Rain Forest generally recording between 200,000 and 300,000 visitors per year. The first 12 miles of the Upper Hoh Road are arguably the most difficult and expensive roadway to operate in Jefferson County and Federal participation is limited to partial reimbursement for qualifying emergency events. The primary use and environmental challenges of this road clearly point to a need extending beyond the County, particularly in an era when local resources are strained to the breaking point.

Public Works proposes a government relations contract in order to continue work towards securing increased assistance from and transfer of certain road management responsibilities to the appropriate Federal agencies and/or the Washington State Department of Transportation (WSDOT) for the Upper Hoh Road. A solution to the Upper Hoh Road management issues is likely to require action by Congress and/or the State Legislature, making government relations critical.

Fiscal Impact/Cost Benefit Analysis:

The contract supplement is for monthly services through June 2014 with a maximum total value of \$72,000.

Since 1996, this road has required approximately \$10 million in emergency repairs and an additional \$5 million is projected over the next several years.

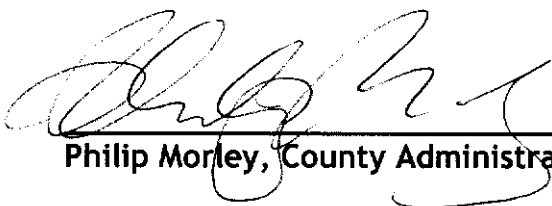
Recommendation:

The Board is requested to sign the three originals of the professional services agreement. After signing, return two fully-executed agreements to Public Works for distribution to the consultant and for the Department's project file.

Department Contact:

Josh Peters, Principal Transportation Planner
385-9167

Reviewed By:


Philip Morley, County Administrator


Date

**PROFESSIONAL SERVICES AGREEMENT FOR
LEGISLATIVE LIAISON SERVICES
TO PURSUE ROAD MANAGEMENT RESOURCES
FOR THE UPPER HOH ROAD**

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 project designated "Upper Hoh Road Management."
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 shall perform all services and provide all work product required pursuant to this agreement on the dates listed on Exhibit "A."
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 \$72,000.00 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 services 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 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.

CONSULTANT AGREEMENT

Page 1 of 14

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.
The Consultant shall obtain and keep in force during the terms of the Agreement, policies of insurance as follows:

If and only if the Consultant employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Consultant, Worker's Compensation Insurance in an amount or amounts that are not less than the required statutory minimum(s) as established by the State of Washington or the state or province where the Consultant is located.

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.

CONSULTANT AGREEMENT

Page 2 of 14

General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000.00) 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.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Consultant shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated herein.

Failure of the Consultant to take out and/or maintain any required insurance shall not relieve The Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by

CONSULTANT AGREEMENT

Page 3 of 14

the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Consultant.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided herein, or any portion thereof, may be withheld from payment due, or to become due, to the Consultant until such time as the Consultant shall furnish additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

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.

CONSULTANT AGREEMENT

Page 4 of 14

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.

CONSULTANT AGREEMENT

Page 5 of 14

SIGNATURE PAGE

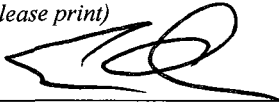
**PROFESSIONAL SERVICES AGREEMENT FOR
LEGISLATIVE LIAISON SERVICES
TO PURSUE ROAD MANAGEMENT RESOURCES
FOR THE UPPER HOH ROAD**

DATED this _____ day of _____, 2012.

Consultant STRATEGIES LLC, Inc. County of Jefferson
Board of Commissioners

By: ERIC SORENSON

(Please print)



(Signature)

6/18/12

Date

John Austin, Chair

Phil Johnson, Member

David W. Sullivan, Member

Approved as to Form Only:

David Alvarez 6/13/12
Date
David Alvarez
Deputy Prosecuting Attorney

Frank Gifford 7/3/12
Date
Frank Gifford
Public Works Director

CONSULTANT AGREEMENT

Page 6 of 14

EXHIBIT "A"

SCOPE OF SERVICES

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

GOAL

Bring more resources and management capabilities to the Upper Hoh Road in order to provide for secure access for residents, landowners, businesses and Olympic National Park (ONP) visitors. Strengthen the Federal and State commitment to the collaborative management of the first twelve miles of the Upper Hoh Road, from U.S. Highway 101 to the ONP boundary.

PROJECT IMPETUS

Over 80% of the traffic on the Upper Hoh Road is generated by ONP, with the Hoh Rain Forest generally recording between 200,000 and 300,000 visitors per year. The first 12 miles of the Upper Hoh Road is arguably the most difficult and expensive roadway to operate in Jefferson County and Federal participation is limited to partial reimbursement for qualifying emergency events. The primary use and environmental challenges of this road clearly point to a need extending beyond the County, particularly in an era when local resources are strained to the breaking point.

OBJECTIVES

The following objectives are to be pursued methodically, either simultaneously or sequentially based on changing circumstances and the contract time for performance. Offshoot, alternate or entirely new strategies may be implemented pursuant to heretofore undetermined opportunities and obstacles that reveal themselves during the process.

Address Resources & Leadership for Categories of Road Management

Categories of Road Management

1. Emergency Repairs	addressing road washouts, etc., due to storm damage, including environmental mitigation
2. Capital Planning	needs analysis, long-range capital improvement program, road relocation studies
3. Capital Projects and Road Preservation	bridge and culvert repair or replacement, river bank protection, road relocation; plus preservation chip seal and asphalt overlay
4. Regular Maintenance	brooming, ditch clearing, brush / tree trimming, shoulder mowing, snow plowing, culvert flushing, pothole patching

CONSULTANT AGREEMENT

Page 7 of 14

1. Emergency Repairs

Emergency Relief for Federally-Owned Lands (ERFO) Eligibility

The first twelve miles of the Upper Hoh Road are eligible for Emergency Relief (ER) funds to repair damage from qualifying events, such as winter storms that cause a threshold level of damage. The County is challenged by the required local matching funds, the human resource burden of managing ER-funded projects, and the substantial obligation for environmental mitigation. The last six miles of the Upper Hoh Road are eligible for the Emergency Relief for Federally-Owned Lands (ERFO) program. There are significant advantages to gaining ERFO eligibility for the first twelve miles, including the fact that matching funds are not required and that project delivery by an agency with greater capacity would be facilitated. This objective is to gain ERFO eligibility or the equivalent for the full length of Upper Hoh Road. Should a Federal Lands Access Program (FLAP) or other designation supersede or replace the ERFO program, this objective of full Federal funding for emergency response and corresponding mitigation remains unchanged.

2. Capital Planning

Corridor Planning

ONP adopted a General Management Plan (GMP) in 2008. One of the tasks described in the GMP is a transportation corridor planning process for access to the Hoh Rain Forest Visitor Center. A corridor planning process would be managed by ONP with assistance from the Western Federal Lands Highway Division (WFLHD) of the Federal Lands Highway Program (FLHP). The process would include stakeholder outreach and involvement with Jefferson County as a participant. Key objectives would be to prioritize needs and analyze alternatives for long-term management of the transportation corridor and its relationship to the Hoh River and surrounding lands and land uses. This objective is to support a timely corridor planning process in order to identify priority capital improvements and facilitate decisions about long-range management options for the Upper Hoh Road.

3. Capital Projects and Road Preservation

Appropriations Requests & Other Federal Legislation Actions

This objective is to access resources for the delivery of capital improvements on the Upper Hoh Road. Appropriations requests could be a collaborative effort of the road management partners. One example of a funding source is the Public Lands Highways Discretionary (PLHD) program. Capital improvements funded through PLHD or similar program would represent a proactive management approach intended to prevent or mitigate future storm damage. Project delivery would be administered by Jefferson County or a State or Federal transportation agency. One option is working with the Congressional delegation for Washington state to include in a bill before Congress language that addresses resources and management of the Upper Hoh Road.

CONSULTANT AGREEMENT

Page 8 of 14

4. Regular Maintenance

Jefferson County Public Works operates a road maintenance facility on the Upper Hoh Road. An objective is to seek additional funding or partnerships for maintenance work.

Negotiate Agreements with Management Partners and Assist with Implementation

In order to memorialize an understanding of responsibilities for varying categories of road management for the Upper Hoh Road, it may be warranted to enter into agreements with road management partners. The road management partnership consists of Jefferson County, ONP, WFLHD, FHWA and WSDOT, with liaison assistance from the offices of the Congressional delegation of Washington state. This objective is to negotiate agreements with the partners that result in progress towards meeting the project goals and other objectives and to assist with the timely and effective implementation of those agreements. Following are some examples of potential agreements.

Agreement with Partners regarding Federal Request

The partners are working toward a common “ask” from the Federal government with respect to how and when resources may be applied to the Upper Hoh Road to repair damage from emergency events, achieve environmental mitigation, and plan and implement proactive capital improvements.

MOU with Management Partners

The management partners signed a memorandum of understanding (MOU) in 2011 that memorializes statements of shared understanding and work concerning the Upper Hoh Road corridor from U.S. 101 to the Hoh Rain Forest Visitor Center. The MOU serves as a foundation for future collaboration. This objective is to ensure timely and effective implementation of the signed MOU. Additional and/or supplementation MOUs may also be needed in the future in order to meet the project goals.

Cooperative Management Agreement

The management partners have discussed the possibility of signing a cooperative management agreement that would outline the conditions for future coordination and collaboration for emergency relief, environmental mitigation, capital planning and improvements, and regular maintenance along the Upper Hoh Road corridor. The cooperative management agreement could operate as an umbrella agreement for specific future task agreements.

STRATEGY OPTIONS

Primary Option – Federal Solution

The primary strategy to pursue involves bringing more resources and management capabilities to the Upper Hoh Road through the Federal government. The objectives listed above outline some ways in which Federal resources may be accessed for the entire Upper Hoh Road.

Federal Management of Upper Hoh Road

One possibility is expansion of ONP and WFLHD responsibilities to manage the road with their greater access to Federal resources, similar to what is available for the last six miles of the road, the section within the Park.

Secondary Option – State Solution

A parallel path to pursue along with Federal solutions would be to petition the State of Washington for a route jurisdiction transfer (RJT) from Jefferson County to WSDOT, making the first twelve miles of the Upper Hoh Road a State Route. This was successfully done in 1993 with a number of county roads including the Lake Cushman Road accessing ONP in Mason County. An RJT requires the passage of a bill through the Legislature and signature of the Governor creating new State law. The process begins with petition review by the Transportation Commission, which involves comparison with transfer criteria and public comment opportunity.

Involvement of Governor's Office

If and when this path is pursued, the Governor would be informed and his/her support solicited. The current State Secretary of Transportation is aware that Jefferson County may pursue an RJT as a secondary option to pursuing a Federal solution. The Secretary or her replacement must remain informed as to the RJT alternative.

RJT Petition (by February 1)

Petition is due to the Transportation Commission by the beginning of February.

RJT Petition - Transportation Commission

The State Transportation Commission conducts a public process in review of the petition and produces a report to the Legislature by mid-December. Jefferson County would actively support a petition through the Commission process.

RJT Petition - State Legislature / Governor

Support of the petition would be needed prior to the 2013 and/or 2014 legislative session, during the sessions, and if and when a bill goes to the Governor for signature.

CONSULTANT AGREEMENT

Page 10 of 14

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:

- Methodically implement a strategy to meet project goals and objectives. Continually monitor progress towards achievement of goals and objectives. Continually adjust strategy and action items, as circumstances require and with concurrence of the County.
- Pursue a “Federal Solution” that integrates at least the following suggested activities:
 - Request that the Congressional delegation for Washington state champion legislative language that would transfer certain road management responsibilities to ONP and/or WFLHD.
 - Request support from members of Congress for a Federal commitment to funding long-term management of the Upper Hoh Road.
 - Promote the development of an Upper Hoh Road corridor plan to be spearheaded by ONP and WFLHD in a near-term stakeholder process. The corridor plan would identify needs, alternatives, funding priorities, etc.
- Pursue a “State Solution” that integrates at least the following suggested activities:
 - Work with the Governor’s office, legislative leaders, and the Washington State Department of Transportation (WSDOT) to implement a State legislative or administrative strategy.
 - Assist, as needed, in persuading the Peninsula Regional Transportation Planning Organization (PRTPO) to include a long-term management solution for the Upper Hoh Road as a regional and legislative priority.
 - Solicit sponsorship and support for an RJT bill in the State Legislature.
 - Approach the Washington State Association of Counties (WSAC) and other potential partners for support.
 - If necessary, assist with developing and promoting an RJT petition to be considered in the 2013 and/or 2014 legislative sessions.
- Arrange for meetings and testimony of County staff and/or County Commissioners to advocate support for the realizing the project goal, as needed.
- Meet with Federal elected officials, State elected officials, and local elected officials to develop support and familiarity with the situation and desired outcome.
- Arrange for discussions with stakeholders including affected West End residents and business owners, ONP, WFLHD, the Hoh Tribe, the Hoh River Trust, the City of Forks, the Federal Highway Administration (FHWA), WSDOT, and the Washington State Department Fish and Wildlife (WDFW). Solicit support and address concerns.
- Assist with maintenance of continual communication with stakeholders, negotiation of agreements, and development of information and outreach materials and strategies for constituents.
- Assist the County, as needed, to negotiate interim solutions to Upper Hoh Road management challenges with associated stakeholders until such time as a long-term solution is achieved.

CONSULTANT AGREEMENT

Page 11 of 14

- Assist the County, as needed, to negotiate a long-term agreement that designates WFLHD or ONP as the proactive manager of the roadway in terms of capital projects and emergency repairs, essentially as if the road were inside the boundary of the National Park.
- As the County is currently responsible for a local match to Federal funding of environmental mitigation related to emergency repairs that have already occurred, and according to the status quo would also be responsible for future match of Federal emergency repair funding, systematically work through ideas and options to identify a funding match that can be applied to these current projects and until a management transfer is implemented. Pursue at least these options:
 - Congressional waiver of match requirements for Emergency Relief (ER) funds
 - 100% Emergency Relief on Federally-Owned Lands (ERFO) funding for Public Lands Development Roads and Trails or similar designation
 - 100% Federal fund eligibility under the proposed Federal Lands Access Program (FLAP)

TIME FOR PERFORMANCE

The contract period for this Agreement expires on June 30, 2014. 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.

The following is an estimated timeframe for completion of the identified objectives.

1st six-month period of Agreement –

- Secure response from National Park Service about eligibility to expend Park funds outside of Park boundaries and any relevant requests or authorizations needed by Congress.
- If the National Park Service is able to spend funds outside Park boundaries, work with Congressional delegation to secure appropriate request or authorization. Prepare language, as needed.
- Continue to monitor progress of surface transportation bill and other bills. Seek opportunities for including language specific to Upper Hoh Road.
- Continue to work with Congressman Dicks and other advocates for Federal involvement in the long-term management of the road.
- Engage and education new Member of Congress who replaces Representative Dicks.
- Analyze how 2012 election results may impact project goals.
- Prepare plan for inclusion of legislative priorities in potential bills before 113th Congress.
- Upon his or her appointment, meet with the new ONP Superintendent to brief him or her on the common goals and objectives of the MOU partnership.
- Reconvene MOU partners to discuss next steps for implementation and progress.

CONSULTANT AGREEMENT

Page 12 of 14

- Participate in corridor planning process managed by ONP.
- Track and support opportunities for increased State involvement in the management of Upper Hoh Road, including potential Route Jurisdiction Transfer (RJT).
- Arrange meeting or conference call with WSDOT Federal Relations Manager for information and support.
- Continue to brief and prepare other State officials, including but not limited to WSDOT Federal Relations Manager, State Secretary of Transportation, and 24th Legislative District representatives.

2nd six-month period of Agreement – Pursue the following options, as needed, contingent upon progress during the 1st six-month period of contract:

- Federal legislative action.
- Federal appropriations request.
- RJT via petition to Transportation Commission by February 1, 2013 and/or alternative process.

3rd six-month period of Agreement –

- Track and support petition for RJT.
- Continue to pursue Federal legislative remedy and resources simultaneously.

4th six-month period of Agreement –

- Track and support petition for RJT.
- Continue to pursue Federal legislative remedy and resources simultaneously.

DELIVERABLES

- Provide on a monthly basis written progress reports that describe recent activities, accomplished objectives, planned activities, identified issues, anticipated milestones, future action items and recommended actions.
- At each six-month interval of the contract term, provide a summary report that describes the state of the problem; accomplishments toward achieving the objectives; and modified strategies, action items and schedule, as circumstances require, to achieve the goal.

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, Washington state-based Public Policy Director Mary Schuneman, and others as selected by the Consultant and the County.
- Principal Transportation Planner Josh D. Peters, AICP, will serve as the project manager and point of contact for the County, with direct involvement of the Public Works Director and County Engineer.

CONSULTANT AGREEMENT

Page 13 of 14

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 approximately 24-month contract period, with a maximum total payable amount of \$72,000.
- The County agrees to pay the Consultant at a rate of \$200 per hour for services outlined and described in this Agreement. The monthly service is anticipated to average 15 hours per month. In no case shall the compensation exceed \$7,500 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 and types of services provided 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 AGREEMENT

Page 14 of 14