

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 11, 2013

**Subject:** New Professional Services Agreement with Triangle Associates Inc.  
City/County Parks and Recreation Steering and Taskforce Committee  
Facilitation Services

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**Statement of Issue:**

This is a Professional Services Agreement with Triangle Associates Inc of Seattle, to provide meeting facilitation and other related services for the City/County Parks and Recreation Steering and Taskforce Committee meetings and related tasks.

**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.

**Fiscal Impact/Cost Benefit Analysis:**

The contract maximum amount payable is \$54,694.32. Funding is provided by Jefferson County and the City of Port Townsend Proposition One funding per the Interlocal Agreement concerning the Sales Tax Ballot Measure approved by Jefferson County on September 13, 2010 and Amendment Two that was approved on February 11, 2013.

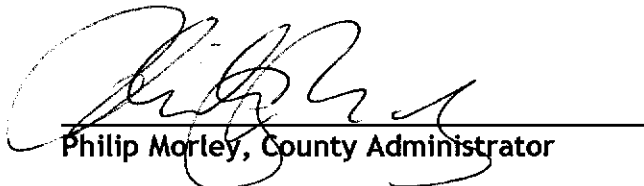
**Recommendation:**


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

**Department Contact:**

Frank Gifford x175

**Reviewed By:**

  
Philip Morley, County Administrator

  
Date

## PROFESSIONAL SERVICES AGREEMENT FOR

### City/County Parks and Recreation Steering and Taskforce 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 City/County Parks and Recreation Steering and Taskforce 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, 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 on Exhibit "B" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$54,694.32 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

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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.  
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.

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.

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 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

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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.
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~~

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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 1<sup>st</sup> 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 \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

Consultant Robert L Wheeler

(Please print) Robert L Wheeler

(Signature) \_\_\_\_\_

2/27/13  
Date

County of Jefferson  
Board of Commissioners

\_\_\_\_\_  
John Austin, Chair

\_\_\_\_\_  
Phil Johnson, Member

\_\_\_\_\_  
David W. Sullivan, Member

Approved as to form only:

David Alvarez 2/26/13

David Alvarez Date  
Deputy Prosecuting Attorney

Frank Gifford 2/27/13

Frank Gifford Date  
Public Works Director

# EXHIBIT A

## SCOPE OF SERVICES

### Scope of Work for City/County Parks and Recreation Steering Committee, Task Force Group, and Public Outreach

#### **Task 1 – PREPARATIONS AND BACKGROUND EFFORTS**

Review and evaluate existing materials and documents, especially Metropolitan Parks District (District) legislation. Develop a draft work plan and schedule for Steering Committee, meetings with the Task Force, and the public outreach process. Discuss approaches with specific interests and prepare materials for initial Steering Committee meeting.

##### Assumptions:

- Approximately 10 hours of preparation work, and contact with 10 interests.
- The County and City provide initial contacts and ongoing communications support to Triangle to initiate relationships.

##### Deliverables:

- One draft ground rules/operating procedures document, including purpose and desired outcomes
- One issues identification document

#### **Task 2 – FACILITATE STEERING COMMITTEE**

Preparations for each Steering Committee meeting, including: developing agendas, setting up and breaking down, preparing materials as needed, facilitating, and developing brief summaries for each Steering Committee meeting.

##### Assumptions:

- 10, 3.0-hour meetings of Steering Committee
- Communications between County, City, and Triangle in between meetings for prep and follow-up (for all Tasks assume 5 meetings and around 1 call per week – See Task 6)
- County/City will provide notification of meetings
- County/City will prepare Power Point presentations and most technical/factual information, and will be available to make presentations

##### Deliverables:

- One draft and one final agenda for each meeting
- One draft and one final summary from each meeting that Project Associate attends
- Meeting materials as needed



**Task 3 – FACILITATE JOINT STEERING COMMITTEE / TASK FORCE MEETINGS**

Preparations for the stakeholder process, including: developing agendas and/or talking points, preparing materials as needed, facilitating, and developing brief summaries of each meeting.

Assumptions:

- The Steering Committee will sponsor up to 5, 2.5 hour Task Force meetings for a series of facilitated meetings intended to inform Task Force members and to obtain input and comments for Steering Committee consideration.
- Communications between County, City, and Triangle in between meetings for prep and follow-up (for all Tasks assume 5 meetings and around 1 call per week – See Task 6)

Deliverables:

- One draft and one final agenda for each meeting
- County/City will prepare summary notes from each meeting
- County/City will provide notification of meetings
- County/City will prepare Power Point presentations and most technical/factual information, and will be available to make presentations

**Task 4 – PUBLIC OUTREACH**

Work with the Steering Committee to prepare for public meetings/open houses/charrettes, develop meeting approaches and agendas, facilitate meetings, develop and distribute public outreach materials at meeting, and complete summaries of each meeting.

Assumptions:

- One half day charrette early in process
- Two 2.5-hour public meetings
- County/City will provide notification of meetings
- County/City will prepare Power Point presentations and most technical/factual information, and will be available to make presentations

Deliverables:

- One draft and one final agenda for each meeting
- One draft and one final summary from each meeting

**Task 5 – COMMUNICATIONS WITH STEERING COMMITTEE MEMBERS, STAKEHOLDERS, AND OTHERS**

As necessary, work with Steering Committee members, stakeholders, and other community members to allow for progress on efforts and assignments between meetings.

Assumptions:

- One hour per week for 0.5 hours per contact

Deliverables:

- Communications with County and City staff to summarize and move forward on shuttling work, if appropriate

**Task 6—COMMUNICATIONS WITH COUNTY/CITY AND PARTICIPATION IN COUNTY AND CITY MEETINGS**

Participate in specific meetings with County and City staff, at certain elected officials' meetings, and with the agency Parks Boards – all as needed

Assumptions:

- 5 meetings, averaging 2.5 hours/meeting with County and City staff and elected officials as well as with the Parks Boards
- Weekly phone calls with County/City staff
- County/City will provide notification of meetings, as needed and appropriate
- County/City will prepare Power Point presentations and most technical/factual information, and will be available to make presentations

Deliverables:

- Meeting materials, including public outreach materials and drafts, as needed

**Task 7 – PROJECT MANAGEMENT**

Preparation of monthly invoices and a progress report. Set up of accounting system, and day-to-day project management.

Deliverables:

- Monthly invoices and progress Report for six months.

**EXHIBIT B  
FEE SCHEDULE**

	<b>Robert Wheeler</b>	<b>Project Associate</b>	<b>Financial</b>	<b>0</b>	<b>0</b>	<b>Expense</b>	
<b>Task 1 - Prep and Background</b>	10	20					\$3,
<b>Task 2 - Facilitate Steering Comm</b>	90	95				500.00	\$23
<b>Task 3 - Task Force process</b>	42	0				0.00	\$8,
<b>Task 4 - Public Outreach</b>	31	47				400.00	\$9
<b>Task 5 - Communications</b>	13	13					\$3
<b>Task 6 - County/City/Parks Board M</b>	24	19				130.00	\$5
<b>Task 7 - Project Management</b>	2	6	3				\$1
<b>Total Hours</b>	<b>212</b>	<b>200</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>\$1,030.00</b>	<b>\$5</b>

**Rates for the personnel listed above are as follows:**

Robert Wheeler	\$193.12	per hour
Project Associate	\$61.80	per hour
Financial	\$131.26	per hour

**Budget by person**

Robert Wheeler	\$40,941.44
Project Associate	\$12,329.10
Financial	\$393.78

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\$53,664.32

**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.**

2/27/13

(Date)

Robert C. Weck

(Signature) President or Authorized Official of Consultant