

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
Philip Morley, County Administrator

FROM: Kate Driehaus, WSU Jefferson County Extension

DATE: 8-26-13

RE: Contract with Resource Renewal

STATEMENT OF ISSUE:

This contract with Resource Renewal allows the contractor to carry out weed control work on County roads under the direction of the Jefferson County Noxious Weed Control Board.

ANALYSIS:

This agreement provides funds to allow Resource Renewal to carry out weed control work on County roads as stipulated in the Scope of Work attached to the contract under the direction of the Jefferson County Noxious Weed Control Board.

FISCAL IMPACT:

Not to exceed \$1000.00. Funds for this work have already been allocated into the 2013 Noxious Weed Control budget.

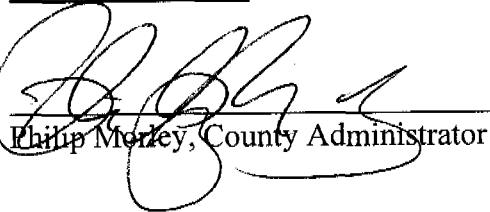
RECOMMENDATION:

We recommend that the Commissioners approve this agreement

DEPARTMENT CONTACT:

Kate Driehaus 379-5610 Ext. 206

REVIEWED BY:


Philip Morley, County Administrator

8/19/13
Date

PROFESSIONAL SERVICES AGREEMENT

Between

JEFFERSON COUNTY

And

Resource Renewal

This Agreement is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "**the County**" and Resource Renewal, hereinafter referred to as "**the Contractor**" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

Section 1. Designation

The County, on behalf of the Jefferson County Noxious Weed Control Board, in agreement with the terms and conditions of the Statement of Work hereby contracts with the Contractor who will perform duties as described in **Exhibit A**.

Section 2. Term

This Agreement shall commence on May 01, 2013 and continue through September 30, 2013 unless terminated as provided herein. The agreement may be extended beyond September 30, 2013 upon mutual written consent of the County and the Contractor.

Section 3. Scope of Agreement

The Contractor agrees to perform the services, identified on **Exhibit A**.

- A. The Contractor supports the Jefferson County Noxious Weed Control Board program goals and objectives.
- B. The specific duties of the Contractor are outlined in **Exhibit A**.

Section 4. Compensation

The Contractor shall be paid by the County for completed work and for services rendered under this Agreement as follows:

- A. The Contractor may submit invoices to the Jefferson County Noxious Weed Control Board (NWB) for work completed on a monthly basis. The NWB will review such invoices, and upon approval thereof, payment will be made to the Contractor in the amount approved.
- B. Work shall be billed on an hourly basis at \$35 per hour. This contract shall not exceed \$1000.00 in the completion of this project without a written amendment signed by both parties to this Agreement.
- C. County will make final payment of any balance due the Contractor promptly

upon its ascertainment and verification after the completion of the work under this Agreement and its acceptance by the County.

- D. Contractor 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 six (6) years after final payments. Copies shall be made available upon request.

Section 5. Compliance with laws

The Contractor 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, including maintaining a Washington State Pesticide Applicator's License with an Aquatic Endorsement.

Section 6. Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, lawsuits, demands for money damages, losses or liability, or any portion thereof, including attorney's fees and costs, arising from negligent acts or omissions of the Contractor.

Section 7. Insurance

The Contractor shall obtain and keep in force during the terms of the Agreement, or as otherwise required

- A. 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. Contractor shall provide proof of insurance to the County in care of Contracts Manager at Jefferson County Public Health, 615 Sheridan St., Port Townsend, WA 98368 prior to commencing employment.
- B. The Contractor shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.
- C. General Commercial Liability Insurance in an amount not less than a single limit of \$500,000 per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$1,000,000.00 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:
 - (1) Broad Form Property Damage, with no employee exclusion;
 - (2) Personal Injury Liability, including extended bodily injury;
 - (3) Broad Form Contractual/Commercial Liability including completed operations;

- (4) Premises - Operations Liability (M&C);
- (5) Independent Contractors and subcontractors;
- (6) Blanket Contractual Liability.

Such insurance coverage shall be evidenced by one of the following methods:

- (1) Certificate of Insurance
- (2) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

Section 8. Independence

The Contractor and the County agree that the Contractor 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. The Contractor shall not 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 employee.

Section 9. Assignments and Subcontracting

The Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County.

Section 10. Termination

- A. The County reserves the right to terminate this contract in whole or in part, without prior written notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.
- B. This Agreement may also be terminated as provided below:
 1. With 14 days' notice by the Board of County Commissioners (or their designate) for non-performance of the specific job duties listed in **Exhibit A**. Contractor may cure the default or non-performance during the 14 days that notice of termination is pending.
 2. With 14 days' notice by the Contractor by voluntary resignation.

Section 11. Modification

This Professional Services Agreement may be modified at any time by written agreement of all parties

Section 12. Integrated Agreement

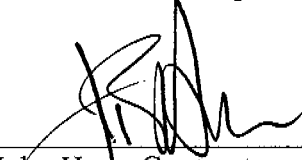
This Agreement together with attachments or addenda represents the entire and integrated agreement between the County and the Contractor and supersedes all

prior negotiations, representations, or agreements written or oral, between the parties. This Agreement may be amended only by written instrument signed by both County and Contractor.

Approved this _____ day of _____, 2013.

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

John Austin, Chairperson

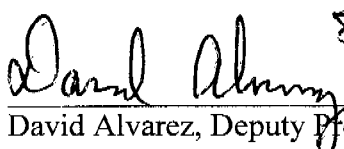


John Haas, Contractor

ATTEST:

Clerk of the Board

Approved as to Form Only:

 8/6/2013

David Alvarez, Deputy Prosecuting Attorney

EXHIBIT A
STATEMENT OF WORK
RESOURCE RENEWAL

I. WORK STATEMENT

Contractor shall perform the following duties to the satisfaction of Jefferson County Noxious Weed Control Board:

1. Apply targeted low risk herbicide spray (professional grade glyphosate and/or imazapyr) to wild chervil on County Road Rights of Way in locations as directed by the Jefferson County Noxious Weed Control Board staff.
2. Post sites with legally-approved signs at the start and stop of sprayed areas, and leave postings on site for 24 hours.
3. Report all work activities at the end of each work day.
4. Submit spray records of each application to the NWB.