

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

**TO: Board of Commissioners
Philip Morley, County Administrator**

FROM: Kate Driehaus

DATE: 9/3/13

**RE: 2nd amendment to 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 amendment extends the end date for 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 extended from June 30, 2013 to August 31, 2013.

ANALYSIS:

First amendment to contract extended the date of services from June 2012 to June 2013, as more grant funds became available. LaRoche & Associates will be paid an additional \$1175.00 to complete the required work reflected in this second grant extension. Total paid for the consultant's entire contract will not exceed \$50,245.00

FISCAL IMPACT:

None – 100% grant funded

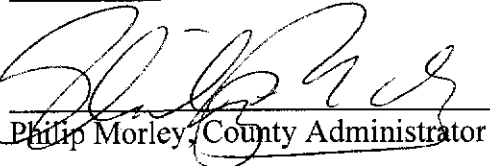
RECOMMENDATION:

It is recommended that the BOCC approve this agreement

DEPARTMENT CONTACT:

Kate Driehaus 360-379-5610 ext. 201

REVIEWED BY:


Philip Morley, County Administrator

8/28/13
Date

**SECOND AMENDMENT TO 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 Amendment 2 to Grant Agreement No. G1200420 between State of Washington Department of Ecology and Jefferson County, effective June 1, 2013.

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 August 31, 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 \$ 50,245.00 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: Cheryl Lowe, WSU Jefferson County Extension, 380 Jefferson St, Port Townsend, WA 98368.

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 this agreement for failure to meet the terms and conditions of 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

Cheryl Lowe, MRC Grant Administrator
WSU Jefferson County Extension
380 Jefferson St, Port Townsend, WA 98368

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.

Attachment: Attachment 1 –

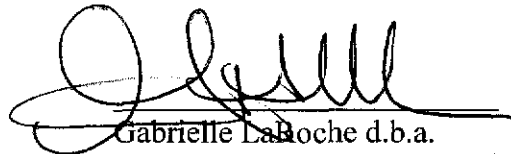
Exhibit A: Amended Scope of Services June 2013

DATED this _____ day of _____, 2013.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

John Austin, Chair

CONSULTANT



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:

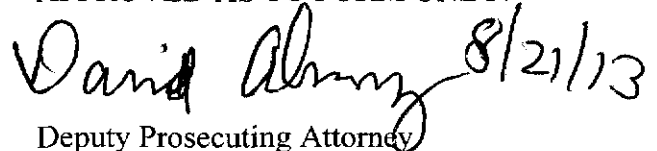
 8/21/13
Deputy Prosecuting Attorney

Exhibit A: June 2013 Amended Scope of Services for Jefferson MRC;

Completion date is August 31, 2013

LaRoche and Associates Scope of Work for Amendment 2 to Grant Agreement No. G1200420

PROJECT	DELIVERABLES	TOTAL\$ (ESTIMATED HRS)
<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; deliver all reports to Jefferson County MRC coordinator and 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. Provide training for WSU staff person.</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. Progress Reports – due June 30, October 15, 2012 and January 15, April 15, June 30 and Aug 31, 2013 to Jefferson County MRC Grant Administrator.</p> <p>2. Monthly meeting agendas and minutes – included in progress reports due June 30, 2012, January 15 and June 30, 2013.</p> <p>3. Web site maintenance – included in progress reports due June 30, 2012, January 15, June 30 and Aug 31, 2013.</p> <p>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.</p> <p>5. Matching funds/volunteer time tracking – due April 2, 2012 and June 30, 2012, October 15, 2012 and January 15, April 15, June 30 and Aug 31, 2013 to Jefferson County MRC Grant Administrator.</p>	<p>\$41,145 (633 hours)</p>

<p>1.6 Training: JCMRC 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</p> <p>The MRC will participate in the development and discussions of the Puget Sound Partnership's Local Integrating Organizations.</p>	<p>1. Update included in progress reports – due June 30, October 15, 2012 and January 15, April 15, and June 30, 2013 to Jefferson County MRC Grant Administrator.</p>
<p>Task 3: Voluntary Marine Protected Areas (MPAs)</p>	<p>\$ 650 (10 hours)</p>
<p>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 included in progress reports – due June 30, October 15, 2012 and January 15, April 15, and June 30, 2013 to Jefferson County MRC Grant Administrator.</p>
<p>Task 4: Maynard Beach Restoration Project</p>	<p>\$3,750 (58 hours)</p>
<p>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 included in progress reports – due June 30, October 15, 2012 and January 15, April 15, June 30, 2013 to Jefferson County MRC Grant Administrator.</p>
	<p>\$4,700 (72 hours)</p>

LaRoche and Associates shall be reimbursed for a total of \$ 50,245.00. 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.