

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Carl Smith, Director, Director, DCD
Michelle McConnell, Long Range Planning, DCD

DATE: December 16, 2013

SUBJECT: Planning Commission Meeting Minutes Contract

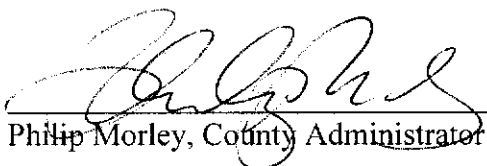
STATEMENT OF ISSUE: Due to staffing constraints, preparation of meeting minutes is falling behind and additional help is needed to bring minutes up to date.

ANALYSIS/STRATEGIC GOALS : Jefferson County Resolution 54-97 established the Planning Commission as an advisory board to the Commissioners. This group meets regularly to consider land use issues in support of DCD. The Planning Commission bi-laws require DCD to provide a secretary to record the proceedings for the public record. These meeting minutes help Planning Commissioners and the public stay informed about County business.

FISCAL IMPACT: DCD has funds available in the Planning Commission account to fund secretarial services

RECOMMENDATION: Approve the Profession Services Contract for Peninsula Legal Secretarial Services LLC.

REVIEWED BY:


Philip Morley, County Administrator

12/11/13

Date

**PROFESSIONAL SERVICES AGREEMENT FOR
GENERATION OF PLANNING COMMISSION MINUTES**

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "the County", and PENINSULA LEGAL SECRETARIAL SERVICES, LLC, hereinafter referred to as "the Contractor", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Contractor is retained by the County to prepare and generate minutes for the Planning Commission.
2. Scope of Services. Contractor 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 Contractor to proceed. Contractor shall perform all services and provide all work product required pursuant to this agreement on the dates listed on Exhibit "A"
4. Payment. The Contractor 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 Contractor shall be made at an hourly rate of \$25 per hour, provided that the total amount of payment to Contractor shall not exceed \$2,499.00 without express written modification of the agreement signed by the County.
 - b. The Contractor may submit invoices to the County once per month during the progress of the work for partial payment. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Contractor 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.
 - d. Payment to the Contractor shall not occur until the County receives proof that the insurance provisions listed in Section 9 below have been met to the satisfaction of the County.
 - e. The Contractor'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 Contractor 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 Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Contractor's endeavors.
6. Compliance with laws. 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.
7. Indemnification. Contractor 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 Contractor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Contractor.
8. Insurance. 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 CONTRACTOR'S performance of the contract.

Said liability policy shall name the County of Jefferson as an additional named insured and shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this agreement.

To the extent applicable, the Contractor will purchase and maintain during the term of this Contract Worker's Compensation Insurance in a quantity and quality as required by the laws of the State of Washington.

9. Independent Contractor. 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. Neither Contractor nor any employee of Contractor 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 Contractor, or any employee of Contractor.
10. Covenant Against Contingent Fees. The Contractor warrants that he has not employed or

retained any company or person, other than a bonafide employee working solely for the Contractor, 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 Contractor, 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 Contractor, 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 Contractor 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 at any time by giving ten (10) days written notice to the Contractor.
 - b. In the event of the death of a member, partner or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor 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 Contractor and the County, if the County so chooses.
15. Notices. Notices to the County of Jefferson shall be sent to the following USPS address or via electronic mail:

Carl Smith
Jefferson County Department of Community Development
623 Sheridan Street
Port Townsend, WA 98368
csmith@co.jefferson.wa.us
(360) 379-4450

Notices to Contractor shall be sent to the following USPS address or via electronic mail:

Cammy Brown
c/o Peninsula Legal Secretarial Services, LLC
P. O. Box 374
Port Hadlock WA 98339
cebrow@cablespeed.com
(360) 344-3200

16. 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. This agreement may be amended only by a written instrument signed by both County and Contractor.

DATED this _____ day of _____, 201_____.

SIGNATURE PAGE

DATED this _____ day of _____, 201_____.

Contractor
Cammy Brown
(Please print)
Cammy Brown
(Signature)
12-5-13
Date

County of Jefferson
Board of Commissioners

John Austin, Chair

Phil Johnson, Member

David W. Sullivan, Member

Approved as to form only:

David Alvarez 11/25/13
David Alvarez Date
Deputy Prosecuting Attorney

EXHIBIT “A”

The Contractor will, in order to generate and finalize official Minutes for the Jefferson County Planning Commission or “PC” undertake the following actions to be billed at the hourly rate agreed upon:

- Attend PC meetings
- Coordinate, as necessary, with Community Development (“DCD”) staff regarding the PC meetings and the Minutes for those meetings
- Generate accurate draft PC minutes that reflect the topics discussed, include all important information about motions (moving parties and seconds), votes, vote tallies and decisions but need not be verbatim minutes
- Send the accurate draft PC minutes to DCD staff
- Where necessary, correct the draft PC minutes based upon typographical errors found, revisions requested by DCD staff or PC members and any other circumstances requiring revisions to the accurate draft PC minutes
- Finalize the PC Minutes once approved by the PC at a public meeting
- Invoice the County not more frequently than once a month, include a summary of work accomplished with each invoice
- Minutes to be prepared include back-log from May 2011 through September 2013, plus minutes for current meetings
- Timeline for preparing minutes to be coordinated with DCD
- Take any other reasonable steps Contractor deems necessary to complete the listed tasks

END OF DOCUMENT