

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
Philip Morley, County Administrator

FROM: Kate Driehaus, WSU Jefferson County Extension

DATE: June 9, 2014

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 \$2499.00. Funds for this work have already been allocated into the 2014 Noxious Weed Control budget.

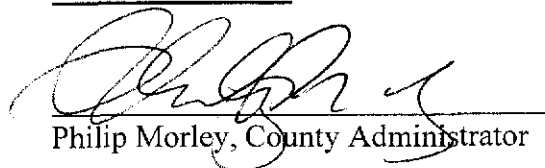
RECOMMENDATION:

We recommend that the Commissioners approve this agreement

DEPARTMENT CONTACT:

Kate Driehaus 379-5610 Ext. 206

REVIEWED BY:


Philip Morley, County Administrator

6/5/14
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, acting in compliance under the Contract with Resource Renewal, 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, 2014 and continues through October 30, 2014 unless terminated as provided herein. The agreement may be extended beyond October 30, 2014 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. Payment for the work provided by the Contractor shall be invoiced upon completion of the project. This contract shall not exceed \$2499.00 in the completion of this project without a written amendment signed by both parties to this Agreement.

- B. The Contractor may submit invoices to the Jefferson County Noxious Weed Control Board (NWB) for work completed. The NWB will review such invoices, and upon approval thereof, payment will be made to the Contractor in the amount approved.
- 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.
- E. Ownership and use of documents. The Contractor acknowledges and agrees that any and all work product directly connected and/or associated with the services rendered hereunder, including but not limited to all documents, drawings, specifications, writings, samples, reports, pictures and the like which the Contractor drafts, makes, conceives, develops in the performance of the service hereunder, either solely and/or jointly with the County shall be the sole and exclusive property of the County. The Contractor further acknowledges that such material shall be considered work for hire and the Contractor acknowledges the County's sole and exclusive right to such copyright, patent, trademarks, trade names and other intellectual property right claims for said materials. Other materials produced by the Contractor in connection with the services rendered under this agreement shall be the property of the County whether the projects for which they are made are executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings, writings, samples, reports, and specifications for information, reference, and use in connection with Contractor endeavors. The Contractor agrees not to publish, submit for publication, display or otherwise use said material for any reason whatsoever, without the express written consent of the County.

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. Contractor will properly dispose of any information, which is no longer needed or has been converted to another media. Jefferson County may audit Contractor's access to and use of confidential information at any time or on an ongoing basis.

Contractor shall maintain a Washington State Department of Agriculture 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 any injury to person or persons (including the death or injury of the Contractor or damage to personal property) if said injury or damage was caused by the 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.

- D. The policies of insurance the Contractor is required to obtain in order to comply with this Contract shall be primary to any insurance coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW

Any insurance coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County.

The County may, upon the Contractor's failure to comply with all provisions of this contract relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.

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

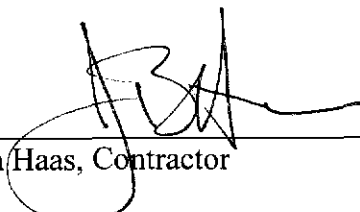
Section 12. Integrated Agreement

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 _____, 2014.

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON


John Austin, Chairperson



John Haas, Contractor

ATTEST:

Clerk of the Board

Approved as to form only
 5/27/14

Jefferson Co. Prosecutor's Office
David Alvarez, Chief Civil DPA

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 at least 24 hours, or as directed.
3. Report all work activities at the end of each work day.
4. Submit spray records of each application to the NWB.