

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Monte Reinders, P.E. *MR*
Public Works Director/County Engineer

Agenda Date: July 14, 2014

Subject: Professional Services Contract for Parks, Recreation and Open Space Comprehensive Plan Update

Statement of Issue:

This is a new Professional Services Agreement with Arvilla Ohlde of AJO Consulting, to assist with review, research, and updating the 2002 Parks, Recreation and Open Space Comprehensive Plan.

Analysis/Strategic Goals/Pro's & Con's:

The Parks, Recreation and Open Space Comprehensive Plan was first completed in 1996, and was updated in 2002. Having a current plan will qualify Jefferson County for RCO grants, as well as define an appropriate level of parks and recreation service for Jefferson County's current and future population and demographic.

Fiscal Impact/Cost Benefit Analysis:

The contract maximum amount payable is \$22,800. The benefits of having an updated plan in place which defines our needed level of service and qualifies us to apply for RCO grants outweigh the costs. *This will require a supplemental appropriation later this year from 2014 Federal PILT revenues*

Recommendation: *designated for one-time expenditures.*
The Board is asked to sign the three originals, and return two to Public Works.

Department Contact:
Matt Tyler, 385-9129

Reviewed By:


Philip Morley, County Administrator

7/9/14
Date

**PROFESSIONAL SERVICES AGREEMENT FOR
Parks and Recreation Parks, Recreation and Open Space Comprehensive Plan Update**

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "the County", and Arvilla Ohlde, AjO Consulting, 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 the Parks, Recreation and Open Space Comprehensive Plan Update.
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, 2014
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 \$22,800.00 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 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. 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.

The Consultant shall obtain and keep in force during the terms of the Agreement, General Commercial Liability Insurance as follows:

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.

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 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:
Arvilla Ohlde
AjO Consulting
15191 E. SR106
Belfair, WA 98528
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

Arville Opden

County of Jefferson
Board of Commissioners

John Austin, Chair

Phil Johnson, Member

David W. Sullivan, Member

Approved as to Form Only:

David Alvarez 6/30/14
Deputy Prosecuting Attorney

Monte Reinders
Monte Reinders, PE
Public Works Director

EXHIBIT A
SCOPE OF WORK
Contract for Professional Services/ Jefferson County
Parks, Recreation and Open Space Comprehensive Plan Update

AjO Consulting (the Consultant) shall provide the following services to the County pursuant to the Agreement for work to be completed for the update of the 2002 Jefferson County Parks, Recreation and Open Space Comprehensive Plan. The Consultant agrees to:

Project Approach

Arvilla Ohlde will work closely with the Jefferson County Parks and Recreation Manager, the Jefferson County Parks Advisory Board (JCPRAB) and the citizens of the County to update, assess current needs, determine funding for capital improvement projects and work with staff to conduct public outreach. The timeline schedule defines the Tasks and Phases for completion of the Plan.

Phase 1a: Study Organization and Assess Existing Conditions (Initiate Project)

Meet with staff to finalize project approach, project objectives, community outreach, timeline and final products. Tour parks to observe changes, updates and needs of parks and facilities. Review past reports, pending grants and existing capital improvement funding provided in the 2014 adopted Jefferson County Parks and Recreation budget. Interview staff or identified stakeholders regarding issues and perceived needs to prepare modifications from identification of emerging issues for the Parks and Recreation system.

- Deliverables: Project establishment/Define outreach: determine if by survey, Internet or focus groups, with type and roles determined.
- Fee \$720.00/AjO

Phase 1-b: Prepare and Facilitate Citizen Outreach

AjO Consulting will review with the Parks and Recreation Manager the input received from Exploratory Regional Parks and Recreation Committee's county-wide web-based questionnaire with analyzed results that helped to complete the ERPRC 2012 recommendations to the City of Port Townsend and the Jefferson County Commissioners. From the recommendation results, determine if additional County initiated web-based survey (i.e. Survey monkey) is needed. Determine method of public input and scheduled input from the citizens of the County.

- Deliverables: Set timeline and method of public input with developed questionnaire.
- Fee \$1,200/AjO

Phase 1-c: Community Profile Update

Prepare updated base map of planning areas and changes from existing adopted plan using existing digital information maps supplied by the County. Obtain current existing demographic profile information and determine updated needs with planned future growth forecasts. Prepare preliminary draft of updated changes and submit to staff and/or JCPRAB.

- Deliverables: Prepare draft maps for County mapping, site visits, Complete staff interviews with regard to existing/changes, present draft profile update.
- Fee: \$960.00/AjO

Phase 1-d: Update Inventory

Review and update existing inventory from ERPRC documents. Review current demographic profile information to determine updated needs with planned future growth forecasts. Gather and analyze staff input regarding update, changes, demands and needs for parks, programs and facilities as well as update to repair and replacement of asset inventory. Review past and current funding for operations and existing/pending grants as well as projected funding in the 2014 and 2015 adopted Capital Improvement Fund. AjO Consulting will advise Jefferson County Parks and Recreation and JCPRAB on outreach survey (mail back/internet) as needed to gather input from the citizens on current and future needs, changes and recommendations for the park system for the next six years and into the future.

- Deliverables: Inventory Update/citizen input update.
- Fee \$3,480.00/AjO

Phase 1-e: Update Goals and Strategies

Update existing and review, revise and select updated Jefferson County Parks and Recreation goals, objectives and strategies to reflect the current and future needs and demands for the citizens and the Parks and Recreation Department with the JCPRAB.

- Deliverables: Review and revision of goals. Meeting #1 with JCPRAB regarding draft data from Phase 1.
- Fee \$2,280.00/AjO

Phase 2-a: Analysis Update of the Park Areas and Services

Review and update the (County's) existing park system. Evaluate updates to park sites with regard to condition, deficiencies and current operational problems. Provide an overall evaluation of the park system and site facilities. Meet with staff and/or JCPRAB to go over findings and input from web-questionnaire/ community workshops.

- Deliverables: Draft update for review and input.
- Fee \$1,920.00/AjO

Phase 2-b: Needs Assessment

Using various tools such as NRPA Standards, RCO tools and community input, compare current demands for services with existing supply of facilities now available in the County. Review and update the identified standard or ratio of the current population base. Identify perceived recreation and parkland needs, updated issues and suggested park facilities. Adjust recommended standard and compare existing demand to the supply for forecasting future needs as applied to future population estimates.

- Deliverables: Use current tools to analyze and set level of service.
- Fee: \$5,760.00/AjO

Phase 2-c: Issues and Service Levels

Review current policies related to park facility use. Review long term goals and objectives and provide draft update which may include revenue objectives, service objectives and quality of facilities which may result in update to the service level standards for park land and recreation facilities and programs.

- Deliverables: Use current tools to analyze and set level of service. Meeting #2 with JCPRAB with review of Phase 2 documentation.
- Fee: \$1,320.00/AjO

Phase 3-a: Recommendations and Policies

Work with staff to develop update to design and development standards for each of the parks and recreational facilities updated and/or proposed in the Plan. Identify general location of future identified park sites, trails, recreational facilities. Recommend changes, and improvements needed to existing parks and facilities. Review and prepare update of additional identified management recommendations in dealing with organizational structure of the department, staffing needs, maintenance standards as well as approaches and budgeting procedures.

- Deliverables: Through staff discussions and direction, update Plan to include identified recommendations and policy updates.
- Fees: \$1,920.00/AjO

Phase 3-b: Action Plan

Prepare a list of prioritized capital projects and discuss with staff and/or JCPRAB Board. List all capital projects and prioritize according to need and identified funding options for capital development. Prepare an overall funding strategy that could include multi-funding sources.

- Deliverables: Through staff discussions and direction update Plan to include identified recommendations and policy updates.
- Fee \$2,040.00/AjO

Phase 3-c: Documentation and Adoption:

Prepare draft report of plan for staff/JCPRAB for discussion and revise as needed for the final draft report for staff to present for adoption by the Jefferson County Board of Commissioners and for submittal to the Recreation and Conservation Office (RCO) for acceptance.

- Deliverables: Final draft document. Meeting #3 with JCPRAB to accept draft document to forward to JC/BOCC.
- Fee: \$1,200.00/AjO

EXHIBIT B
FEE SCHEDULE
Contract for Professional Services/ Jefferson County
Parks, Recreation and Open Space Comprehensive Plan Update

Exhibit B: Fee Schedule

Jefferson County Parks and Recreation: Parks, Recreation and Open Space Plan Update				
Task	AJO Consulting	Hourly Rate	Total	Staff Role
Phase 1-a: Initiate Project	6.0	120.00	\$ 720.00	Decisions & Plan Overview
Phase 1-b: Community Questionnaire	10.0	120.00	\$ 1,200.00	Facilitate internet survey/collection info
Phase 1-c: Community Profile	8.0	120.00	\$ 960.00	Staff review for any changes
Phase 1-d: Update Inventory	29.0	120.00	\$ 3,480.00	Staff gather all inventory changes etc.
Phase 1-3: Update Goals and Strategies	15.0	120.00	\$ 1,800.00	Staff Input on update of goals
Phase 1 review with PRAB #1	4.0	120.00	\$ 480.00	July 2, 2014
Phase 2-a: Analysis Update of Parks & Services	16.0	120.00	\$ 1,920.00	Staff gather updates to park, facilities and programs/provide updated base map
Phase 2-b: Needs Assessment	48.0	120.00	\$ 5,760.00	Input from staff on needs and changes
Phase 2-c: Issues and Service Levels	7.0	120.00	\$ 860.00	Staff review
Phase 2 review with PRAB #2	4.0	120.00	\$ 480.00	August 6, 2014
Phase 3-a: Recommendations and Policies	16.0	120.00	\$ 1,920.00	Provide input and recommendations
Phase 3-b: Action Plan	17.0	120.00	\$ 2,040.00	Staff involvement and review of draft actions
Phase 3-c Documentation and Adoption	6.0	120.00	\$ 720.00	Staff input, facilitate and involvement
Phase 3 Review with PRAB #3	2.0	120.00	\$ 240.00	Sept 3, 2014 #3: PRAB input and acceptance to move forward
Final draft to JC/BOCC	2.0	120.00	\$ 240.00	BOCC review and input
Public Hearing and Adoption				Staff facilitate
Submit to RCO				Staff Submit
TOTAL	190.0	120.00	\$22,800.00	

Fees to complete the update of 2014 Jefferson County, Recreation and Open Space Plan does not include final document production printing costs.

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): Arvilla Ohlde, AjO Consulting

7/5/14
(Date)

Arvilla Ohlde
(Signature) President or Authorized Official of Consultant