

Jefferson County
Board of Commissioners
Consent Agenda Request

To: Board of Commissioners

From: Mark McCauley, County Administrator

Agenda Date: June 26, 2022

Subject: Supplement #3 - Contract with Strategies 360, Inc.
Government Relations - Health and Wellness Center and Other
Priorities to be Determined

Statement of Issue: Strategies 360 provides legislative liaison services for the County at the State and Federal level. The current contract expires at the end of 2022. This Supplement #3 will modify the scope of work to add the joint Health and Wellness Center (Aquatics Center), Housing and the Olympic Discovery Trail. The dollar amount and term of the contract remain unchanged.

Analysis/Strategic Goals/Pro's & Con's: Strategies 360 has worked effectively with the County to help bring attention to County infrastructure needs at the State and Federal level. By working with County commissioners, and our State and Federal legislators, S360 has helped the County acquire millions of dollars of State and Federal funding for projects on the Upper Hoh Road and for the Port Hadlock Wastewater project. We believe they can provide similar value in securing funding for the Health and Wellness Center, Housing and the Olympic Discovery Trail.

Fiscal Impact/Cost Benefit Analysis: The current contract was originally executed on March 16, 2020 with a budget of \$88,000. Supplement #1 added \$30,000 to the budget and an additional year to the time of performance. Supplement #2 added \$50,000 to the budget and extended the contract through 2023. This supplement only modifies the scope of work to include the items discussed above.

Recommendation: Please sign three (3) originals of Supplement #3.

Reviewed By:


Mark McCauley, County Administrator

6/22/23
Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Strategies 360 - 3rd Supplemental

Contract No: S360 S#3

Contract For: Lobbying Services

Term: Through December 31, 2023

COUNTY DEPARTMENT: County Administrator

Contact Person: Mark McCauley

Contact Phone: 360-385-9130

Contact email: mmccauley@co.jefferson.wa.us

AMOUNT: No change in dollar amount

Revenue: N/A

Expenditure: N/A

Matching Funds Required: N/A

Sources(s) of Matching Funds: N/A

Fund #: N/A

Munis Org/Obj: N/A

PROCESS:



Exempt from Bid Process



Cooperative Purchase



Competitive Sealed Bid



Small Works Roster



Vendor List Bid



RFP or RFQ



Other:

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCO 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 6/22/2023.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 6/23/2023.
Standard contract amendment language. No PAO signature required.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

Supplemental Agreement Number: #3	Organization, Address, and Phone: Strategies 360, Inc. 1505 Westlake Ave. N., Suite 1000 Seattle, WA 98109	
Agreement Number: N/A		
Project Number:	Execution Date: 3/16/2020	Completion Date: 12/31/2023
Project Title: Health and Wellness Center; Housing; Olympic Discovery Trail.	Maximum Amount Payable: \$168,000	
Description of Work: Legislative liaison services – Health and Wellness Center (Aquatics Center), Housing and the Olympic Discovery Trail.		

SUPPLEMENTAL AGREEMENT

The Local Agency of Jefferson County hereby amends the agreement with Strategies 360, Inc. (“the Agreement”), executed on March 16, 2020.

All provisions in the Agreement remain in effect, except as expressly modified by this Supplemental Agreement.

The changes to the Agreement are described as follows:

I.

Scope of Services is hereby changed to read: Changed to include the Health and Wellness Center (Aquatic Center), Housing and the Olympic Discovery Trail.

II.

Section 17. Notices: Notices should be sent to the Board of County Commissioners, P.O. Box 1220, Port Townsend, WA 98368.

III.

Time for Performance remains unchanged: The Agreement shall terminate on December 31, 2023 unless amended in writing prior to this date.

VII.

Payment remains unchanged: The total contract value is \$168,000.

This Supplemental Agreement shall be effective upon execution by both parties. Work performed consistent with the Agreement prior to execution of this Supplemental Agreement is hereby ratified.

Orig: 3.16.20

Revised: 2007

PROFESSIONAL SERVICES AGREEMENT FOR
Governmental Liaison and Legislative Services

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and Strategies 360, Inc. ("the Consultant"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Consultant is retained by the County to perform Governmental Liaison and Legislative Services for: A) Upper Hoh Road Management, B) General Roads Support, and C) Port Hadlock Wastewater System Project.
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 Agreement shall commence upon the giving of written notice by the County to the Consultant to proceed. The Consultant shall perform all services and provide all work products required pursuant to this Agreement on the dates listed on Exhibit "A". Time is of the essence in the performance of 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. 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 \$ 88,000 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. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment of Consultant invoices shall be within 30 days of receipt by the County for any services not in dispute based on the terms of this Agreement.
 - 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. Consultant shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
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 and hold harmless the County, its officers, and employees, from and against all claims, losses or liability, or any portion thereof, including reasonable attorney's 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. Consultant shall be liable only to the extent of Consultant's proportional negligence. The Consultant specifically assumes potential liability for actions brought against the County by Consultant's employees, including all other persons engaged in the performance of any work or service required of the Consultant under this Agreement and, solely for the purpose of this indemnification and defense, the Consultant specifically waives any immunity under the state industrial insurance law, Title 51 R.C.W. The Consultant recognizes that this waiver was specifically entered into pursuant to provisions of R.C.W. 4.24.115 and was subject of mutual negotiation.
8. Insurance. Prior to commencing work, the Consultant shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.

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 this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.

Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an 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 coverage for products and completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

Professional Liability Insurance. The Consultant shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on an “occurrence” form. If the professional liability policy is “claims made,” then an extended reporting period coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Consultant’s sole expense. The Consultant agrees the Consultant’s insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.

The County shall be named as an “additional named insured” under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.

Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.

The Consultant shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Risk Management, P.O. Box 1220, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an “additional insured” to a policy obtained by the Consultant 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 Consultant to obtain the full text of that endorsement and forward that full text 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.

Failure of the Consultant to take out or maintain any required insurance shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.

The Consultant's insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.

Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.

All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Consultant.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Insurance companies issuing the Consultant's insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.

Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Consultant until the Consultant shall furnish additional security covering such judgment as may be determined by the County.

Any 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 Consultant must provide in order to comply with this Agreement.

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

The Consultant's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.

Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.

The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The Consultant shall include all subconsultants as insured under its insurance policies or shall furnish separate certificates and endorsements for each subconsultant. All insurance provisions for subconsultants shall be subject to all the requirements stated herein.

The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.

The Consultant shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County Risk Manager by registered mail, return receipt requested.

The Consultant shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

9. Worker's Compensation (Industrial Insurance).

If and only if the Consultant employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Consultant, the Consultant shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Risk Management, upon request.

Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.

This coverage shall extend to any subconsultant that does not have their own worker's compensation and employer's liability insurance.

The Consultant expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Consultant.

10. 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. The Consultant specifically has the right to direct and control Consultant's own activities, and the activities of its subconsultants, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. 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, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. 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.

11. Subcontracting Requirements.

The Consultant is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subconsultant to perform is no defense to a breach of this Agreement. The Consultant assumes responsibility for and all liability for the actions and quality of services performed by any subconsultant.

Every subconsultant must agree in writing to follow every term of this Agreement. The Consultant must provide every subconsultant's written agreement to follow every term of this Agreement before the subconsultant can perform any services under this Agreement. The County Engineer or their designee must approve any proposed subconsultant in writing.

Any dispute arising between the Consultant and any subconsultant or between subconsultant must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Consultant's performance required by this Agreement.

12. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide 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 Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement 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.
13. 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.

14. No Assignment. The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
15. 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.
16. 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.
17. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County 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:

Strategies 360, Inc.
1505 Westlake Ave. N., Suite 1000
Seattle, WA 98109
18. 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. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Consultant ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting

material submitted by the Consultant, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.

19. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Consultant.
20. Disputes. The Parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the Director of Public Works or County Engineer, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
21. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Consultant shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.

28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Consultant agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Consultant further agrees that upon receipt of any written public record request, Consultant shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

DATED this 16th day of March, 20 20.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

Strategies 360, Inc.

Name of Consultant

Ron Dotzauer

Consultant Representative (*Please print*)


(Signature)

CEO

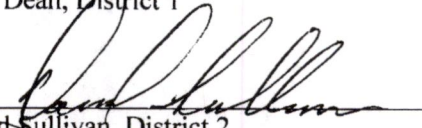
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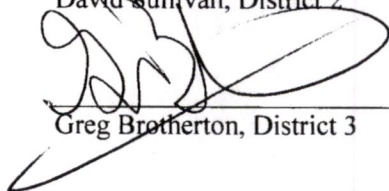
Date



Kate Dean, District 1



David Sullivan, District 2



Greg Brotherton, District 3

Approved as to form only:

PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker

Date

Chief Civil Deputy Prosecuting Attorney



Monte Reinders, P.E.

Date

Public Works Director/County Engineer

3.9.20

EXHIBIT "A"

SCOPE OF SERVICES

The Consultant will provide strategy development, legislative liaison, and communications services to achieve the following project goals:

- Bring more resources and management capacity to the Upper Hoh Road in order to provide secure access for residents, landowners, businesses and Olympic National Park (ONP) visitors. Strengthen the Federal and State commitment to the collaborative management of the first twelve miles of the Upper Hoh Road, from U. S. Highway 101 to the ONP boundary.
- Bring more resources to Jefferson County Public Works Roads Division in order to support the management of transportation facilities developed and managed by Jefferson County Public Works.
- Implement a state and federal funding strategy for the Port Hadlock Wastewater System with the objective securing state and federal funding for the Port Hadlock Wastewater System in order to bring down final cost to sewer customers.

GENERAL SERVICES

Strategy Session

The Consultant will participate in a phone-in strategy session with the County twice per year, and as further required by the County, to discuss work anticipated to occur and estimated level of effort and costs.

Upper Hoh Road

In an effort to meet the project goal and Memorandum of Understanding objectives, the services that the Consultant is requested and agrees to perform include, but are not limited to, the following:

- Engage federal delegation as necessary to ensure successful completion of Federal Lands Access Program (FLAP) projects and ensure funding remains secure as complex permitting issues are resolved.
- Implement agreed upon strategy and advocate for support to meet the project goal and the Memorandum of Understanding objectives. Continually monitor progress towards achievement of the goal and objectives. Continually adjust strategy and action items, as circumstances require and with concurrence of the County.
- Provide general on call services including but not limited to ensuring compliance of the Memorandum of Understanding: Upper Hoh Road Interagency Working Group (recorded May 24, 2016, AFN 599521) by all federal and state partners, provide support for additional resources through the Federal Land Access Program (FLAP), or other federal and state programs, provide additional strategic guidance to keep the Federal Government land managers and transportation managers engaged in developing solutions to ensure access to Olympic National Park (ONP) and residents.
- Secure funding for road reconstruction in response to emergency events.
- Arrange for meetings and testimony of County staff and/or County Commissioners to advocate support for the realizing the project goal, as needed.
- Meet with Federal elected officials, State elected officials, and local elected officials to

develop support and familiarity with the situation and desired outcome.

- Arrange for discussions with stakeholders including affected West End residents and business owners, ONP, Western Federal Lands Highway Division (WFLHD), the Hoh Tribe, the Hoh River Trust, the City of Forks, the Federal Highway Administration (FHWA), WSDOT, and the Washington State Department Fish and Wildlife (WDFW). Solicit support and address concerns.
- Assist with maintenance of continual communication with stakeholders, negotiation of agreements, and development of information and outreach materials and strategies for constituents.
- Assist the County, as needed, to negotiate interim solutions to Upper Hoh Road management challenges with associated stakeholders until such time as a long-term solution is achieved.
- Assist the County, as needed, to negotiate a long-term agreement that designates WFLHD or ONP as the proactive manager of the roadway in terms of capital projects and emergency repairs, essentially as if the road were inside the boundary of the National Park.

General Roads Department Support

In an effort to meet the project goal, the services that the Consultant is requested and agrees to perform include, but are not limited to, the following:

- Maintain contact with State and Federal elected officials to develop familiarity with and support for Jefferson County's transportation funding needs.
- Provide coordination with local elected officials, as needed, to develop familiarity with State and Federal elected officials and their staff to advocate support for Jefferson County's transportation funding needs.
- Secure funding for construction and maintenance of motorized and nonmotorized transportation facilities.
- Secure funding for reconstruction of transportation facilities in response to an emergency event.
- Arrange for meetings and testimony of County staff and/or County Commissioners to advocate support for Jefferson County's transportation funding.
- Collaborate with County staff regarding funding strategy and opportunities for State and Federal program funds.
- Advocate at State and Federal levels for continued and increased support of existing funding sources such as Secure Rural Schools (SRS) and Payment in Lieu of Taxes (PILT), Motor Vehicle Fuel Tax (MVFT) and Transportation Benefits District (TBD).
- Advocate at the State level for plan implementation and project funding of the Washington State Department of Transportation (WSDOT) SR 19/SR 20 Corridor Plan: SR 104 to Port Townsend Ferry Terminal.

Port Hadlock Wastewater System

In an effort to meet objectives and the project goal, the services that the Consultant is requested and agrees to perform include, but are not limited to, the following:

- Implement agreed upon strategy and advocate support to meet project goal and objectives. Continually monitor progress towards achievement of goals and objectives and adjust strategy and action items as circumstances require and with concurrence of the County.

- Monitor and investigate opportunities for state and federal appropriations, and/or alternative funding streams.
- Maintain contact with key state legislative representatives, legislative committees and staff to raise awareness of project needs and pursue funding opportunities.
- Maintain contact with federal congressional representatives and staff to raise awareness of project needs and pursue funding opportunities.
- Collaborate with project team regarding funding strategy and opportunities for state and federal program funds.
- Provide local strategic advice; assist with media relations and collation building.
- Assist with the development of project information and outreach materials to meet specific needs of state and federal funding strategies.

TIME FOR PERFORMANCE

The contract period for this Agreement expires on December 31, 2021. Should project goals and objectives be met prior to the maximum contract period, Consultant work will cease at the County's notification according to the terms specified herein.

DELIVERABLES

- Provide on a monthly basis written activity reports that describe recent activities and accomplished goals per project type A) Upper Hoh Road, B) Port Hadlock Wastewater System and C) General Roads Support and per key consultants from the Project Team.
- At six month intervals of the contract and in coordination with the phone-in strategy sessions, issue a memo of planned activities, identified issues, anticipated milestones, future action items and recommended policy direction.
- Provide state Public Disclosure Commission lobbying hours per month generated by the Consultant in accordance with RCW 42.17A.635 to Jefferson County Public Works.

PROJECT TEAM

Upper Hoh Road and General Roads Department Support

- Strategies 360, Inc. Senior Vice President Paul Berendt will serve as the lead for the Consultant on the project. The Consultant team will include Washington DC-based Executive Vice President Tylynn Gordon, Washington DC-based Federal Relations Vice President Crystal Ellerbe, and others as selected by the Consultant and the County.
- Transportation Planner Wendy Clark-Getzin, will serve as the project manager and point of contact for the County, with direct involvement of Monte Reinders, Public Works Director and County Engineer.

Port Hadlock Wastewater System

- Strategies 360, Inc. Senior Vice President Paul Berendt will serve as the lead for the Consultant on the project.
- Monte Reinders, Public Works Director/County Engineer or his designated representative will be the point of contact for the County.
- Project Consultant Team will participate in strategy, outreach materials and communications Kevin Dour, Tetra Tech; Katy Isaksen, Katy Isaksen & Associates; Robert Wheeler, Triangle and Associates.

EXHIBIT "B"

CONSULTANT FEE DETERMINATION

The County agrees to pay the Consultant for services Consultant performs pursuant to this Agreement according to an hourly billing schedule over the approximately 22-month contract period, with a maximum total payable amount of \$88,000.

The County agrees to pay the Consultant at a rate of \$200 per hour for services outlined and described in this Agreement and Exhibit A. The monthly service is anticipated to average 20 hours per month. In no case shall the compensation exceed \$6,000 per month without prior written consent of the County.

The Consultant shall provide an invoice to the County indicating the number of hours of service for each project/goal and types of services provided in the previous month. The rate of compensation shall be billed per hour per government relations team member, whether located in Seattle, WA or Washington, DC.

The hourly rate shall cover all services provided each calendar month, including costs associated with clerical administration, copying, postage or other delivery, and travel. The Consultant shall be responsible for all expenses associated with performing services pursuant to this Agreement and reporting to the WA PDC and Federal Lobbying requirements.

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Philip Morley, County Administrator

From: Monte Reinders, PE, Public Works Director/County Engineer 

Agenda Date: March 16, 2020

Subject: Professional Services Agreement for Legislative Liaison Services:
Upper Hoh Road, General Roads Department Support, and Port
Hadlock Wastewater System with Strategies 360, Inc. (S360)

Statement of Issue:

This agreement will provide governmental relations assistance to improve Jefferson County's standing as a beneficiary of state and federal budgets and advancement into specific funding programs related to Public Works road and sewer projects.

Analysis/Strategic Goals/Pros & Cons:

A new contract is warranted for the 2019-21 biennium to provide support for funds appropriation administration. The specific topics requiring S360 assistance are:

- The Port Hadlock Wastewater System is the County's top priority infrastructure project, intended to provide urban service to the Port Hadlock and Irondale areas consistent with the Growth Management Act.
- The Upper Hoh Road is one of the most difficult and expensive roads to maintain in Jefferson County. State and federal aid are critical in maintaining this road that primarily (90%+/-) serves tourism to Olympic National Park Hoh Rain Forest.
- Advocate at State and Federal levels for support of key funding sources, such as the Secure Rural Schools program.
- Coordinate and collaborate with Local, State, and Federal officials, and their staff, in support of Jefferson County's transportation funding needs.

Fiscal Impact/Cost Benefit Analysis:

The new contract is for Governmental Liaison and Legislative services through December 2021 with a maximum contract value of \$88,000 and a not to exceed value of \$6,000 per month.

S360 has been very effective in developing state legislative and federal congressional support for the County. In 2010, the Port Hadlock Wastewater System received a \$1,000,000 Special Appropriations Act Project (SAAP) grant from the federal government. Since 2011, with the assistance of S360, the County has received over \$20 million from federal and state funding sources for the management and repair of the Upper Hoh Road.

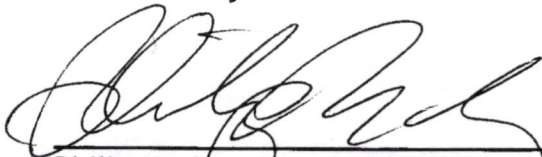
Recommendation:

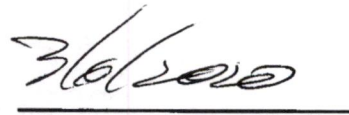
The Board is requested to sign the three original documents of the S360 professional services agreement. After signing, return two fully-executed originals to Public Works for distribution to the consultant and for the Department's project file.

Department Contact:

Wendy Clark-Getzin, PE
ENGLI/Transportation Planner
360-385-9162

Reviewed By:


Philip Morley, County Administrator


Date

CONTRACT REVIEW FORM

CONTRACT WITH: Strategies 360, Inc.

(Contractor/Consultant)

TRACKING NO.: PW 2020-18

CONTRACT FOR: Governmental Liaison & Legislative Services

TERM: 22 months

COUNTY DEPARTMENT: Public Works

For More Information Contact: Wendy Clark-Getzin

Contact Phone #: 360-385-9162

RETURN TO: Chris Spall
(Person in Department)

RETURN BY: March 10, 2020 or in 2 weeks
(Date)

AMOUNT: \$88,000

- PROCESS:
- ☐ Exempt from Bid Process
 - ☒ Consultant Selection Process
 - ☐ Cooperative Purchase
 - ☐ Competitive Sealed Bid
 - ☐ Small Works Roster
 - ☐ Vendor List Bid
 - ☐ RFP or RFQ
 - ☐ Other

Revenue 18000010 405000.0

Expenditure 53520.41 & 54400.41

Matching funds Required NA

Source(s) of Matching Funds NA

Step 1:

REVIEW BY RISK MANAGEMENT

Review by: [Signature]

Date Reviewed: 3/6/2020

☐ APPROVED FORM

☐ Returned for revision (See Comments)

Comments _____

Step 2:

REVIEW BY PROSECUTING ATTORNEY

Review by: P.C. Hunsucker

Philip C. Hunsucker

Date Reviewed: 1/27/2020

Chief Civil Deputy Prosecuting Attorney

☒ APPROVED AS TO FORM

☐ Returned for revision (See Comments)

Comments _____

Step 3:

(If required) DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY

Step 4:

CONTRACTOR/CONSULTANT SIGNS APPROPRIATE NUMBER OF ORIGINALS

Step 5:

SUBMIT TO BOCC FOR APPROVAL

Submit original Contract(s), Agenda Request, and Contract Review form. Also, please send 2 copies of just the Contract(s) (with the originals) to the BOCC Office. Place "Sign Here" markers on all places the BOCC needs to sign.

MUST be in BOCC Office by 4:30 p.m. TUESDAY for the following Monday's agenda.

(This form to stay with contract throughout the contract review process.)

2 orig: PW 11.15.21
C: [initials]

Retain: 2028.

Supplemental Agreement Number: #1	Organization, Address, and Phone: Strategies 360, Inc. 1505 Westlake Ave. N., Suite 1000 Seattle, WA 98109	
Agreement Number: N/A		
Project Number: Varies	Execution Date: 3/16/2020	Completion Date: 12/31/2022
Project Title: Varies	New Maximum Amount Payable: \$118,000	
Description of Work: Legislative liaison services – Port Hadlock Wastewater Project; Upper Hoh Rd.		

Strategies 360, Inc. Supp 1

SUPPLEMENTAL AGREEMENT

The Local Agency of Jefferson County hereby amends the agreement with Strategies 360, Inc. ("the Agreement"), executed on March 16, 2020.

All provisions in the Agreement remain in effect, except as expressly modified by this Supplemental Agreement.

The changes to the Agreement are described as follows:

I.

Scope of Services is hereby changed to read: No Change

II.

Time for Performance is hereby changed to read: The Agreement shall terminate on December 31, 2022 unless amended in writing prior to this date.

III.

Payment is hereby changed to read: Add \$30,000 to maximum amount payable bringing total to \$118,000.

This Supplemental Agreement shall be effective upon execution by both parties. Work performed consistent with the Agreement prior to execution of this Supplemental Agreement is hereby ratified.

In witness whereof, the parties hereto have executed this Supplemental Agreement #1 as shown below.

(Consultant Firm Name)

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Strategies 360, Inc.

Consultant's Name Ron Dotzauer, CEO



Consultant's Signature

11/9/2021

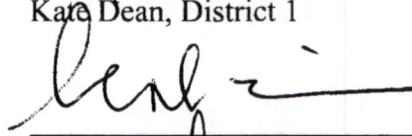
Date



Kate Dean, District 1

11/15/21

Date



Heidi Eisenhour, District 2

11/15/21

Date



Greg Brotherton, District 3

11/15/21

Date

Approved as to form only:

PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker Date

Chief Civil Deputy Prosecuting Attorney



Monte Reinders, P.E.

Public Works Director/County Engineer

11/9/21

Date

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, Interim County Administrator

From: Monte Reinders, Public Works Director/County Engineer 

Agenda Date: November 15, 2021

Subject: Supplement #1 - Contract with Strategies 360, Inc.
Government Relations - Port Hadlock Sewer/Transportation

Statement of Issue: Strategies 360 provides legislative liaison services for the County at the State and Federal level. The current contract expires at the end of 2021. This Supplement #1 will extend the contract for one year and provide additional budget.

Analysis/Strategic Goals/Pro's & Con's: Strategies 360 has worked effectively with the County to help bring attention to County infrastructure needs at the State and Federal level. By working with County commissioners, and our State and Federal legislators, S360 has helped the County acquire millions of dollars of funding for projects on the Upper Hoh Road and for the Port Hadlock Wastewater project.

Fiscal Impact/Cost Benefit Analysis: The current contract was originally executed on March 16, 2020 with a budget of \$88,000. Supplement #1 will add \$30,000 to the budget and an additional year to the time of performance. Funding will come primarily from non-federal County sewer funds and from the County road fund

Recommendation: Please sign three (3) originals of Supplement #1 and return two (2) fully executed originals to Public Works.

Department Contact: Monte Reinders x242

Reviewed By:


Mark McCauley, Interim County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Strategies 360 - Supplement #1

Contract No: PW2021-098

Contract For: Legislative Liaison Services - Sewer/Roads

Term: 12/31/2022

COUNTY DEPARTMENT:	Public Works
Contact Person:	Monte Reinders
Contact Phone:	360.385.9242
Contact email:	mreinders@co.jefferson.wa.us

AMOUNT: \$118,000

PROCESS:

- | | |
|-------------------------------------|-------------------------|
| ☐ | Exempt from Bid Process |
| ☐ | Cooperative Purchase |
| ☐ | Competitive Sealed Bid |
| ☐ | Small Works Roster |
| ☐ | Vendor List Bid |
| ☐ | RFP or RFQ |
| ☒ | Other: Supplement |

Revenue: 0

Expenditure: \$118,000

Matching Funds Required: \$\$118,000

Sources(s) of Matching Funds: Sewer Fund / Road Fund

APPROVAL STEPS:**STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.**CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.CERTIFIED: ☒ N/A: ☐

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved by Risk Management on 11/4/2021.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):✓ Electronically approved as to form by PAO on 11/5/2021.
Pre-approved form**STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY (IF REQUIRED).****STEP 6: CONTRACTOR SIGNS****STEP 7: SUBMIT TO BOCC FOR APPROVAL**

Orig: PW / 8.22.22
(C: Aut)

Reprint: 2029.

Supplemental Agreement Number: #2	Organization, Address, and Phone: Strategies 360, Inc. 1505 Westlake Ave. N., Suite 1000 Seattle, WA 98109	
Agreement Number: N/A		
Project Number: 405-1693-0	Execution Date: 3/16/2020	Completion Date: 12/31/2023
Project Title: Port Hadlock Wastewater	New Maximum Amount Payable: \$168,000	
Description of Work: Legislative liaison services – Port Hadlock Wastewater Project; Upper Hoh Rd.		

Strategies 360

SUPPLEMENTAL AGREEMENT

The Local Agency of Jefferson County hereby amends the agreement with Strategies 360, Inc. ("the Agreement"), executed on March 16, 2020.

All provisions in the Agreement remain in effect, except as expressly modified by this Supplemental Agreement.

The changes to the Agreement are described as follows:

I.

Scope of Services is hereby changed to read: No Change

II.

Time for Performance is hereby changed to read: The Agreement shall terminate on December 31, 2023 unless amended in writing prior to this date.

III.

Payment is hereby changed to read: Add \$50,000 to maximum amount payable bringing the total contract value to \$168,000.

This Supplemental Agreement shall be effective upon execution by both parties. Work performed consistent with the Agreement prior to execution of this Supplemental Agreement is hereby ratified.

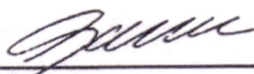
In witness whereof, the parties hereto have executed this Supplemental Agreement #2 as shown below.

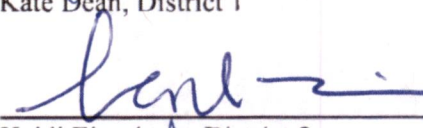
(Consultant Firm Name)

COUNTY OF JEFFERSON
BOARD OF COMMISSIONERS

Strategies 360, Inc.
Consultant's Name

 8/22/22
Kate Dean, District 1 Date


Consultant's Signature

 8/22/22
Heidi Eisenhour, District 2 Date

August 10, 2022
Date

 8/22/22
Greg Brotherton, District 3 Date

Approved as to form only:

PRE-APPROVED CONTRACT FORM

Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

 8/10/22
Monte Reinders, P.E. Date
Public Works Director/County Engineer

Jefferson County
Board of Commissioners
Agenda Request

To: Board of Commissioners
Mark McCauley, County Administrator

From: Monte Reinders, Public Works Director/County Engineer 

Agenda Date: August 22, 2022

Subject: Supplement #2 - Contract with Strategies 360, Inc.
Government Relations - Port Hadlock Sewer/Transportation

Statement of Issue: Strategies 360 provides legislative liaison services for the County at the State and Federal level. The current contract expires at the end of 2022. This Supplement #2 will extend the contract for one year and provide additional budget.

Analysis/Strategic Goals/Pro's & Con's: Strategies 360 has worked effectively with the County to help bring attention to County infrastructure needs at the State and Federal level. By working with County commissioners, and our State and Federal legislators, S360 has helped the County acquire millions of dollars of State and Federal funding for projects on the Upper Hoh Road and for the Port Hadlock Wastewater project.

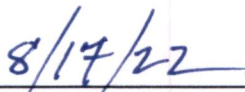
Fiscal Impact/Cost Benefit Analysis: The current contract was originally executed on March 16, 2020 with a budget of \$88,000. Supplement #1 added \$30,000 to the budget and an additional year to the time of performance. Supplement #2 will add \$50,000 to the budget and extend the contract through 2023. Funding will come primarily from non-federal County sewer funds and from the County road fund

Recommendation: Please sign three (3) originals of Supplement #2 and return two (2) fully executed originals to Public Works.

Department Contact: Monte Reinders x242

Reviewed By:


Mark McCauley, County Administrator


Date

Clear form

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Strategies 360 - Supplement #2

Contract No:

PW2022-076

Contract For: Legislative Liaison Services - Sewer/Roads

Term: 12/31/2023

COUNTY DEPARTMENT: Public Works
Contact Person: Monte Reinders
Contact Phone: 360.385.9242
Contact email: mreinders@co.jefferson.wa.us

and CSpall@co.jefferson.wa.us

AMOUNT: \$118,000

Revenue: 0

Expenditure: \$168,000

Matching Funds Required: \$168,000

Sources(s) of Matching Funds Sewer Fund / Road Fund

PROCESS:

- ☐ Exempt from Bid Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☐ Small Works Roster
☐ Vendor List Bid
☐ RFP or RFQ
☒ Other: Supplement

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐

Monte Reinders

Signature

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐

Monte Reinders

Signature

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved by Risk Management on 7/27/2022.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

✓ Electronically approved as to form by PAO on 7/30/2022.
Pre-approved contract form. No PAO signature necessary.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL