

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF LEWIS COUNTY, WASHINGTON**

IN RE:

APPROVAL OF A PERSONAL SERVICES AGREEMENT WITH)
SBGH-PARTNERS, LLC, FOR CONSULTING AND)
SUPPORT SERVICES TO THE CHEHALIS RIVER BASIN)
FLOOD AUTHORITY, NOT TO EXCEED \$63,526.00; AND)
AUTHORIZATION FOR THE DIRECTOR OF COMMUNITY)
DEVELOPMENT TO SIGN THE SAME FOR THE COUNTY)

RESOLUTION NO. 11 - 261

WHEREAS, the 2012/1013 state budget contains a \$1.32 Million appropriation for the Chehalis River Basin Flood Authority (Flood Authority) and Lewis County acts as the fiscal agent for the Flood Authority; and

WHEREAS, the Flood Authority approved on July 21, 2011 a Personal Services between Lewis County and SBGH-Partners, LLC, for consulting and coordination services in support of the Flood Authority (Personal Services Agreement and scope of work attached); and

WHEREAS, the Personal Services Agreement and scope of work has been reviewed by the Board of County Commissioners, and it appears to be in the best interest to enter into a Personal Services Agreement with SBGH-Partners, LLC, upon the recommendation of the Flood Authority (see attached Executive Summary; **NOW THEREFORE**

BE IT RESOLVED that the Board of County Commissioners approves the Personal Services Agreement with SBGH-Partners, LLC, as recommended by the Flood Authority, not to exceed \$63,526.00, and authorizes the Director of Community Development to sign the same on behalf of Lewis County, acting as the fiscal agent for the Flood Authority.

DONE IN OPEN SESSION this 8 day of August, 2011.

APPROVED AS TO FORM:

JONATHAN MEYER, Prosecuting Attorney

By: _____

Deputy Prosecuting Attorney

ATTEST:

Karri Muir, Clerk of the Board

- seal



**BOARD OF COUNTY COMMISSIONERS
LEWIS COUNTY, WASHINGTON**

Chairman

Member

Member

RESOLUTION NO. 11- 261

PERSONAL SERVICES AGREEMENT

Between

LEWIS COUNTY

and

SBGH-PARTNERS, LLC

THIS AGREEMENT is made and entered into by and between LEWIS COUNTY, WASHINGTON, herein referred to as "County", acting as the lead agency for the Chehalis River Basin Flood Authority ("Flood Authority") and SBGH-Partners, LLC, 7748 Manzanita Drive NW, Olympia, WA 98502, herein referred to as "Contractor."

IT IS THE PURPOSE OF THIS AGREEMENT to contract with SBGH-Partners for consulting and coordination services to assist in the support of the Chehalis River Basin Flood Authority.

THEREFORE, IT IS MUTUALLY AGREED THAT the following shall govern this contract, including those specific tasks, deliverables and costs as set forth below:

Section 1. Statement of Work

CONTRACTOR shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for, or incidental to, the performance of the work set forth in the Scope of Work, attached hereon as Attachment "A" and fully incorporated into this Agreement.

Section 2. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on the date of signing by both parties and be completed as agreed and shown in the attached Scope of Work, Attachment "A" on June 30, 2012, but may be modified or extended by mutual agreement.

Section 3. Payment

Compensation for the work provided in accordance with this Agreement shall be as set forth in Attachments "A" (Scope of Work) and "B" (Compensation) provided, however, that the total compensation for the period of time beginning on the date this contract is fully executed and ending June 30, 2012, shall not exceed Sixty Thousand Dollars (\$60,000) for services and Three Thousand Five Hundred Twenty-six Dollars (\$3,526) for travel time, mileage and other miscellaneous expenses, without written prior approval of the COUNTY.

BILLING PROCEDURES AND PAYMENT

The COUNTY will pay CONTRACTOR upon acceptance of services provided and receipt of properly completed invoices with backup documentation, which shall be submitted to the Contract Manager not more often than monthly.

The invoices shall describe and document, to the COUNTY'S satisfaction, a description of the work performed. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

Payment shall be considered timely if made by the COUNTY within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the COUNTY.

Section 4. Contract Management

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this contract.

Contract Manager for CONTRACTOR is:	Contract Manager for COUNTY is:
<i>Greg Hueckel, Principal</i> SBGH-Partners, LLC 7748 Manzanita Drive NW Olympia, WA 98502 Phone: 360.888.5667 E-mail address: GregH@SBGH-Partners.com	<i>Robert A. Johnson, Director</i> <i>Lewis County representing the Chehalis River Basin Flood Authority</i> 2025 NE Kresky Ave. Chehalis, WA 98532 Phone: 360.740.2606 Fax: 360.740.1245 E-mail address: robert.johnson@lewiscountywa.gov

Section 5. Future Non-Allocation of Funds

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the COUNTY, acting as the lead agency for the Flood Authority, will not be obligated to make payments for services or amounts incurred after the end of the current calendar year. No penalty or expense shall accrue to the COUNTY in the event this provision applies.

GENERAL TERMS AND CONDITIONS

1. **Scope of Contractor's Services:** SBGH-Partners, hereafter referred to as the "Contractor", agrees to provide to the County the services as described and included in Attachment "A" solely on behalf of Lewis County, acting as the lead agency for the Flood Authority and as directed by the Director of Community Development.
2. **Accounting and Payment for Contractor Services:** The County Contractor shall be paid for performance under this contract, in accordance with the schedule and details set forth in Attachment "B" (Compensation) as attached to and incorporated fully herein as a part of this Agreement.
3. **Assignment and Subcontracting:** No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the County.
4. **Independent Contractor:** The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing contained herein or in this contract shall be construed to create a relationship of employer-employee or master-servant, but all payments made thereunder and all services performed shall be made and performed, pursuant to this Memorandum or any contract, by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for any work request or order shall be specified within said work request or order, and the Contractor, its agents, officers, employees or subcontractors, are not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Lewis County employees.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph by the Contractor.

5. **No Guarantee of Employment:** The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor in the present or in the future.
6. **Taxes:** The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor

will be reported to the Internal Revenue service at the end of the calendar year in accordance with applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this contract. The Contractor hereby agrees to indemnify the County against any demand to pay taxes on compensation earned pursuant to this contract.

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax.

7. **Regulations and Requirement:** This contract shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.
8. **Right To Review:** This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to any contract and its performance, and any and all communications with or evaluations by service recipients under such contract(s). When necessary, Contractor shall have an affirmative duty of notify such service recipients of this right to review. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under any contract for 3 years after contract termination, and shall make them available for such review, within Lewis County, State of Washington, upon request.
9. **Modifications:** Either party may request changes in this contract. Any and all agreed modifications shall be in writing, signed by each of the parties, and effective on the latter date of execution by the respective parties.
10. **Termination for Default:** If the Contractor defaults by failing to perform any of the obligations of this contract or becomes insolvent or is declared bankrupt or commits an act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Contractor in the U. S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any reasonable extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

11. **Termination or Suspension for Public Convenience:** The County may terminate this contract in whole or in part whenever the County determines, in its sole discretion, that such termination or suspension is in the interests of the County. Whenever the contract is terminated or suspended in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination or suspension of such contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County. Lewis County may reactivate the contract in whole or in part following suspension upon depositing written notice of reactivation to Contractor in the U.S. mail, said reactivation becoming effective ten (10) days following mailing.
12. **Defense & Indemnity Agreement:** The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and on account of damage to property including loss of use thereof, when such injury to persons or damage to property is due to the negligence of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees. It is further provided that no liability shall attach to the County by reason of entering into any contract, except as expressly provided herein or as otherwise required by operation of law upon political subdivisions of the State of Washington.
13. **Industrial Insurance Waiver:** With respect to the performance of this contract and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees, and agrees that the obligations to indemnify, defend and hold harmless provided in this contract extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this Memorandum as part of the valuable consideration of present and future contracts.
14. **Venue and Choice of Law:** In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Memorandum or this contract, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Lewis. This Memorandum and any contract shall be governed by the law of the State of

Washington. Except as otherwise stated herein, each party shall be responsible for its own attorneys fees.

15. **Withholding Payment:** In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Memorandum or this contract, and said failure has not been cured within the times set forth in any contract, then the County may, upon written notice, withhold all moneys due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.
16. **Future Non-Allocation of Funds:** If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.
17. **Contractor Commitments, Warranties and Representations:** Any written Commitment received from the Contractor concerning this Memorandum or this contract shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment in accordance with industry standards shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this contract, whether or not incorporated elsewhere therein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.
18. **Patent/Copyright Infringement:** Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

That Contractor shall be notified promptly in writing by County of any notice of such claim.

Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

19. **Disputes:**

General

Differences between the Contractor and the County, arising under and by virtue of this Memorandum or any contract shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner

hereinafter specified and within the time limits stated, the records, orders, ruling, instructions, and decisions of the County, shall be final and conclusive.

Notice of Potential Claims

The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the County, or (2) the happening of any event or occurrence, unless the Contractor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and completed daily records of the work performed, labor and material used, and all costs and additional time claimed to be additional.

Detailed Claim

The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Contractor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

20. **Ownership of Items Produced:** All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of any contract shall be the sole and absolute property of the County on behalf of the Chehalis Basin Flood Authority. The Contractor is not liable for any reuse of these materials except as it relates to this project.
21. **Confidentiality:** The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of any contract, except upon the prior written consent of the Lewis County Administration Office or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including but not limited to settlements, judgments, setoff's, attorney's fees and costs resulting from contractor's breach of this provision.
22. **Notice:** Except as set forth elsewhere in this Agreement or this contract, for all purposes under said Agreement or contract(s), except service of process, notice shall be given by the Contractor to the County's designated representative. Notice to the Contractor for all purposes under any contract shall be given to the

address of record supplied by the contractor. Notice may be given by delivery or by depositing in the U.S. mail, first class, postage prepaid.

23. **Severability:** If any term or condition of this Agreement or any contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of said Agreement or contract(s) are declared severable.
24. **Waiver:** Waiver of any breach or condition of this Memorandum or any contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of thereof shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.
25. **Survival:** The provisions of paragraphs 6, 8, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, and 25 of this Agreement, shall survive, notwithstanding the termination of invalidity of this Agreement or any contract for any reason.
27. **Entire Agreement and Interpretation:** This written Agreement represents the entire general terms of contracting for professional services as between the parties, and supersedes any prior oral statements, discussions or understanding between the parties.
28. **Contract Management**
The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

SPECIAL CONDITIONS

A. Definitions

The COUNTY is the recipient of CONTRACTOR's services, and at all times acts through its Board of County Commissioners. The Contract Officer of the COUNTY will be Robert A. Johnson, Director of Community Development, or his designee.

B. Non-Discrimination (Lewis County Funds)

The CONTRACTOR should be aware that public funds are being used to assist in projects associated with any contract between the parties. During the performance of any contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 or Executive Order No. 11246 of September, 1965, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books and records for purposes of

investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this contract or with any such rules, regulations, or orders, any contract may be canceled, terminated or suspended in whole or in part and the contract(s) may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contract or vendor. The CONTRACTOR will take such action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

C. Original Specifications

It is hereby expressly agreed by and between the parties involved that in any matter, dispute, suit, or proceedings arising or in any way growing out of any contract in which it may be necessary to introduce into evidence the original of such specifications, that a printed copy thereof may be used in lieu thereof with like force and effect as though the original was produced.

The CONTRACTOR shall further verify that:

1. He had not employed or retained any company or person (other than a full-time bona fide employee working solely for the offerer) to solicit or receive said contract(s); and
2. He has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offerer) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of said contract(s); and
3. He has not been asked or otherwise coerced, whether expressed or implied, into contributing funds, for any purpose as a condition to doing business with the COUNTY.

IN WITNESS WHEREOF, the parties have executed this Agreement this
8 day of August 2011.

This Agreement represents the entire Agreement between the parties and
supersedes any prior oral statements, discussions or understandings.

Lewis County Contract Manager

Robert A. Johnson, Director of
Community Development
350 North Market Blvd.
Chehalis, WA 98532
(360) 740-2606

LEWIS COUNTY

By: 

Robert A. Johnson

Title: COD DIRECTOR

Date: 8/8/11

Contractor Program Manager

Greg Hueckel
7748 Manzanita Drive NW
Olympia, WA 98502
(360) 888-5667

SBGH-PARTNERS, LLC

By: 

Greg Hueckel

Title: Principal

Date: 8/5/11

ATTACHMENT "A"

SCOPE OF WORK

PERSONAL SERVICES AGREEMENT

Between
LEWIS COUNTY
and
SBGH-PARTNERS, LLC

SBGH-Partners, LLC, acting through its agent, Greg Hueckel, or other agent as assigned by Contractor, will provide the following consulting and support services to the Chehalis River Basin Flood Authority:

1. Work with the Flood Authority's Executive Committee
 - a. Identify next steps and follow up on action items
 - i. SBGH-Partners (\$3,000; 25 hours X \$120/hr)
 - b. Coordinate work with Executive sub-committees
 - i. SBGH-Partners (\$15,000; 125 hours X \$120/hr)
2. Work with Project sub-committees (Upper Basin, Lower Basin, specific project sub-committees)
 - a. Identify Project sub-committee priorities, meeting agendas, next steps
 - i. SBGH-Partners (\$5,000; 41.5 hours X \$120/hr)
 - b. Coordinate with consultants, sub-committees working on specific Flood Authority projects (i.e., fisheries study, hydraulic study, other)
 - i. SBGH-Partners (\$10,000; 83.3 hours X \$120/hr).
 - c. Provide updates to Flood Authority
 - i. SBGH-Partners (\$5,000; 41.5 hours x \$120/hr)
3. Coordinate and consult with affected tribes, Governor's office, local, state, and federal agencies, and elected officials
 - a. On technical issues and peer review process
 - i. SBGH-Partners (\$10,000; 83.3 hours X \$120/hr)
4. Help develop materials and provide for education and outreach of the goals and objectives of the Chehalis Basin Flood Authority, and the information generated by the Chehalis Basin Flood Authority pertaining to ESHB 2020.
 - a. Deliver transparent communication tools for Flood Authority process
 - i. SBGH-Partners (\$5,000; 41.5 hours X \$120/hr)
5. Provide the management, coordination, outreach, and facilitation necessary for the Flood Authority to work with Office of Financial Management, in collaboration with the Department of Transportation and the Department of Ecology, and affected and interested federal agencies, tribal governments and local governments, to provide a report to the governor and legislature by July 2012 that identifies recommended priority flood hazard mitigation projects in the Chehalis River Basin for continued feasibility and design work.
 - i. SBGH-Partners (\$7,000; 58.3 hours X \$120/hr).

ATTACHMENT "B"

COMPENSATION

PERSONAL SERVICES AGREEMENT

Between
LEWIS COUNTY
and
SBGH-PARTNERS, LLC

Reimbursement for services consistent with the Scope of Work (Attachment "A") and Section 3, Payment, shall be as follows:

Expenses:

- Travel time at discounted rate of \$40/hour: 4 hours/month x 12 months = \$1,920.00
- Mileage reimbursement 200 miles/month x 12 x \$.55/mile = \$1320.00
- Misc. copies, etc.: \$286.00

Total Time & Cost:

- SBGH-Partners, 480 hours over 12 month period x \$120 = \$60,000.00
- Total expenses: \$3,526.00

BOCC EXECUTIVE SUMMARY

Proposed Action(s): Approval of a resolution authorizing a Personal Services Agreement between Lewis County, acting as the fiscal agent for the Chehalis River Basin Flood Authority, and SBGH-Partners, LLC, for consulting and coordination services to support the Flood Authority, consistent with a scope of work authorized by the Chehalis River Basin Flood Authority.

Summary prepared by: Robert A. Johnson, Director of Community Development

Date: July 26, 2011

Date of Board action: August 8, 2011

Summary of proposal(s):

An appropriation in the 2012/2013 Washington State budget authorized and set aside \$1.32 million funding for the Flood Authority which may be used for administrative costs, studies, consultants and facilitators as necessary to formulate and prioritize potential flood control projects within the Chehalis River Basin and in formation of a flood district.

The Flood Authority is in need of consulting and coordination services with the termination of a contract with ESA Adolfson for such services. At the July 21, 2011 Flood Authority meeting, the Flood Authority approved a Personal Services Agreement with SBGH-Partners for such services, consistent with the scope of work and cost contained within the Agreement. Since Lewis County is the fiscal agent for the Flood Authority, approval of a Personal Services Agreement must be done by a Lewis County Board of County Commissioners resolution.

Acting as the fiscal agency for the Flood Authority, this resolution will authorize a contract between SBGH-Partners, LLC, and Lewis County, not to exceed \$63,526.00 for consulting and coordination services and other deliverables as may be agreed, consistent with the 2011 state budget appropriation and the scope of work and budget submitted by SBGH-Partners, LLC, and as authorized and recommended by the Flood Authority at the July 21, 2011 Flood Authority meeting.

The period of performance under this contract will be from the date the agreement is executed, to June 30, 2012, but may be extended by mutual agreement and approval of the Flood Authority.

Result of disapproval: In the event the Board does not approve the above actions, the Office of Financial Management will not release funding for the SBGH-Partners agreement, and no services will be contracted for in support of the Flood Authority

Staff recommendation: Approve the resolution and authorize the Director of Community Development to sign a personal services agreement so that an amount not to exceed \$91,040.00 can be funded from the Washington State 2012/2013 budget appropriation and managed through a contract between the Office of Financial Management and Lewis County, acting as the Lead Agency for the Flood Authority, for SBGH-Partners, LLC, to provide the necessary consulting and coordination services to the Flood Authority.

Lewis County

Details of Budget or Request For Budget Amendment

Fund	122
Department	CD
Program	Flood Authority

Type of appropriation:

- ☒ Supplemental-has new offsetting revenue
- ☐ Emergency-using fund balance

Please Discuss Current Budget Uses or Describe a Need For Additional Funding

Personal service agreement for consulting and support services for Flood Authority

SBGH - PARTNERS

Use of Funds

☒ New Expenditure☐ New Transfer Out

or

☐ Currently Budgeted

Account Description

BARS Account Number

Amount

Professional Services	122	505	000	000	558	70	41	00	63,526
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Total Use of Funds:

\$63,526

Source of Funds

☒ New Revenue☐ Use of Fund Balance☐ New Transfer In

or

☐ Currently Budgeted

Account Description

BARS Account Number

Amount

Office of Financial Management	122	505	000	000	334	00	40	00	1,320,000
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Total Source of Funds:

\$1,320,000

Elected / Director *Robert A. Johnson*

Date ##

AGENDA ITEM #: _____ RESOLUTION #: _____ BOCC MEETING DATE: _____

SUGGESTED WORKING FOR AGENDA ITEM: ☐ Notice ☐ Consent ☐ Ordinance ☐ Motion

Approval of a Personal Services Agreement between Santa Clara County, acting as Flood Agency for the Central Coast Flood Agency Authority, and SBGH-Partners, LLC, for consulting and coordination services, and to authorize the Board to execute the same.

authorization for the Director of Community Development to sign the same on behalf of the County.

BRIEF REASON FOR BOCC ACTION: Personal Services Agreement with SBGH-Partners, LLC, to provide consulting and coordination services to the Flood Agency, and authorization for the Director to sign the contract on behalf of

the County requires Board action. Contract approved by Flood Agency on July 31, 2011.

SUBMITTED BY: Bob Johnson PHONE: X2000 DATE SUBMITTED: 8/28/11

CONTACT PERSON WHO WILL ATTEND BOCC MEETING: Bob Johnson

TYPE OF ACTION NEEDED:

- ☒ Approve Resolution ☐ Call for Study Committee
☐ Approve Ordinance (Traffic or other) ☐ Set Ordinance
☒ Execute Contract / Agreement ☐ Action for Public Hearing (see Publication Requirements)
☐ Other (please describe): _____

PUBLICATION REQUIREMENTS:

☐ Resolution considered to Date ☐ Not required

Hearing Date: _____ (Please specify if not for publication)

Publication Date(s): _____ (Please specify if not for publication)

Publication(s): ☐ EAST COUNTY JOURNAL ☐ CHRONICLE ☐ OTHER: _____

ALL AGENDA ITEMS:

Department Director / Head: _____
Chief Administrative Officer: _____
Prosecuting Attorney: _____

EMPLOYEES: _____
ITEMS: _____
PLANNING: _____
OTHER: _____

BANKING OR REVENUE ITEMS:

Treasurer: _____

BUDGET AND PAYROLL ITEMS:

Chief Accountant: _____

Fund: _____
Department: _____
Total Amount: _____

CLERK'S DISTRIBUTION OF SIGNED DOCUMENTS:

Send cover letter: _____
(city/states/cp)
File original: BOCC mg file
File copy: Resolution file
File copy: working file
Additional copies: _____
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SBGH-Partners _____
Other: _____