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**CLARK COUNTY
STAFF REPORT**

DEPARTMENT: Board of Clark County Commissioners

DATE: November 15, 2012

REQUEST: Authorize execution of a contract renewal between Clark County and MJB Consulting, Inc. for the conduct of legislative affairs.

CHECK ONE: X Consent CAO

BACKGROUND: MJB Consulting, Inc. was the successful proposer pursuant to County Request for Proposal #467 released October 19, 2006. MJB Consulting, Inc. has been the county's primary representative for state legislative affairs since January 1, 2007. The current contract provides for renewal for successive two year periods by mutual agreement of both parties. The Board of Commissioners would like to retain the services of MJB Consulting, Inc. for the period January 1, 2012 through December 31, 2013 with an annual retainer of \$56,700 per year for both 2013 and 2014 (including all expenses except agreed upon extra-ordinary travel). MJB consulting, Inc. concurs.

COMMUNITY OUTREACH: No community outreach has been accomplished regarding this request. This is a discretionary administrative matter.

BUDGET AND POLICY IMPLICATIONS: The proposed contract amounts will be included in the 2013-2014 budget.

FISCAL IMPACTS

Yes (see attached form) No

ACTION REQUESTED: Approve renewal of subject contract to be effective January 1, 2013.

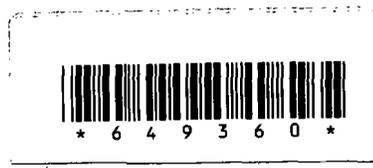
DISTRIBUTION

Bill Barron, County Administrator
Jim Dickman, Director Office of Budget

Bill Barron
Bill Barron
County Administrator

Approved: *11/20/12*
CLARK COUNTY
BOARD OF COMMISSIONERS

SR 236-12



FISCAL IMPACT ATTACHMENT

Part I: Narrative Explanation

I. A – Extension of existing contract into 2013/2014. Funded by BOCC.

Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
General Fund			\$113,400	\$113,400		
Total						

II. A – Describe the type of revenue (grant, fees, etc.)

Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
BOCC Professional Services					\$113,400		
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Total							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual				\$113,400		
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
Total				\$113,400		

CONTRACT

CO 12-70

THIS CONTRACT, is made by and between CLARK COUNTY, WASHINGTON, after this called "county," a municipal corporation of the State of Washington, and MJB Consulting, Inc. after this called "contractor."

WITNESSETH

WHEREAS, Clark County requires representation in legislative affairs; and

WHEREAS, the contractor has the expertise in representing local governments in varied legislative matters.

NOW THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services: The contractor shall perform professional services for the county as set forth in Exhibit A, (attached and made part hereof).
2. Time: The contract shall be deemed effective beginning January 1, 2013 and shall expire on December 31, 2014. The contract may be renewed for successive two year periods by mutual agreement of the county and the contractor.
3. Performance Evaluation: The county shall review the performance of the contractor upon completion of each state legislative session.
4. Compensation: county shall pay the contractor for performing said services as follows: \$56,700 per year, said amount to include all expenses incurred pursuant to this contract, except for agreed upon extraordinary travel. Said compensation shall be paid monthly based upon invoices submitted by the contractor.

5. Termination: The county may terminate this contract with ninety days notice or any breach by contractor in the duties of contractor as set forth in contract. The waiver by the county of one or more breach shall not be held or construed as a waiver of any subsequent breach or breaches. The contractor shall be paid for services rendered up to the date of termination.

6. Independent Contractor: The contractor shall always be an independent contractor and not an employee of the county, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein. Contractor shall be entitled to perform services for other clients provided such representation does not result in a conflict of interest with those service provided in accordance with the terms and conditions of this agreement.

7. Indemnification Clause: The contractor does release, indemnify and promise to defend and save harmless the county, its elected officials, officers, employees and agents from and against any and all liability, loss, damages, expense, action, and claims, including costs and reasonable attorney's fees incurred by the county, its elected officials, officers, employees and agents in defense thereof, asserting or arising directly or indirectly on account of or out of the performance of services pursuant to this contract. In making such assurances, the contractor specifically agrees to indemnify and hold harmless the county from any and all bodily injury claims brought by employees of the contractor and expressly waives its immunity under the Industrial Insurance Act as to those claims which are brought against the county. Provided, however, this paragraph does not purport to indemnify the county against the liability for damages arising out of bodily injuries to person or damages caused by or resulting from the sole negligence of the county, its elected officials, officers, employees and agents.

8. Wages and hour compliance: Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save county free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

9. Social Security and Other Taxes: The contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is not or may during the term of this agreement be enacted as to all persons employed by the contractor in performance of the work

pursuant to this agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

10. Contract Documents: Contract documents consist of this agreement, including Exhibit "A".

11. Equal Employment Opportunity: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, marital status or national origin.

12. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the contractor's compensation, which are mutually agreed upon by and between county and the contractor, shall be incorporated in the written amendments to the agreement.

13. Governing Law: This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be Clark County, Washington.

14. Confidentiality: With respect to all information relating to county that is confidential and clearly so designated, contractor agrees to keep such information confidential.

15. Conflict of Interest: The contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. This contract further covenants that in the performance of this agreement, no person having such interest shall be employed by the contractor.

With regard to the following, the contractor agrees to:

a. Limit services to other governmental clients to Spokane County and C-Tran during the term of this contract, unless prior consultation is sought with the BOCC.

b. Defer the business of the Recreational Gaming Association if and when related tribal matters may conflict with Clark County interests.

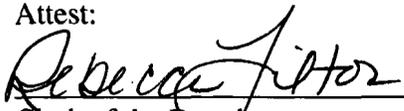
c. Provide for resolution by direct consultation with the BOCC for any unforeseen conflict that may arise between the county and Spokane County and the county and C-Tran during the term of this contract.

16. Consent and Understanding: This agreement contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreements, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

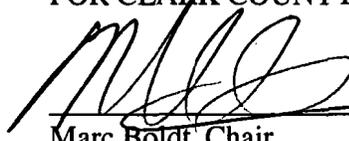
17. Severability: If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, county and the contractor execute this agreement on the date cited below.

Attest:

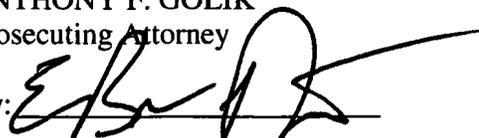

Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
FOR CLARK COUNTY, WASHINGTON


Marc Boldt, Chair

APPROVED AS TO FORM:

APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK
Prosecuting Attorney

By: 

Steve Stuart, Commissioner

Tom Mielke, Commissioner

Contractor: MJB Consulting, Inc.

Date: _____

By: _____
Mike Burgess

Date: _____

EXHIBIT A

The contractor will serve as lobbyist for the Board of Commissioners to the state legislature. He is to articulate and promote the county's policies and initiatives with said legislative body as well as with the public and other state, local and national governmental entities.

As the county's lobbyist, the contractor shall provide critical information and recommendations to the board, other elected officials and department staff regarding a broad array of legislative and intergovernmental matters.

The contractor's primary responsibility will be to represent county interests during the annual sessions of the Washington State legislature. Contractor activities during session will include, but not be limited to:

- Maintain full-time presence in Olympia during the legislative sessions.
- Provide weekly updates to Board of Commissioners during the legislative session.
- Achieve the implementation of the 2012 and 2013 annual county legislative agendas.
- Track legislation and attend and testify at legislative committee hearings on matters of interest to the county.
- Keep the board, other county elected officials and staff advised of legislative matters of relevant concern.
- Upon the close of the legislative session, provide a written report on the results/accomplishments made for Clark County during the legislative session.
- Maintain alliances with other counties, cities and WSAC on county matters of statewide interest.
- Seek funding and favorable legislation for the development of the county owned short-line railroad.

Other than preparing for the legislative session, lobbying during the legislative session, and post session follow-up and closure, the contractor is expected to stay in touch with county governmental activities and stay informed regarding county initiatives and policy directions. Expectations would include maintaining contact with the board, other county elected officials and county staff; maintaining contact with the state and national legislators and their staffs; and attending WSAC events and meetings and other relevant meetings where the county's interests could be promoted.