



JEFFERSON COUNTY PUBLIC HEALTH

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June 9, 2010

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, JCPH Director
Tami Pokorny, Environmental Health Specialist II

DATE: July 19, 2010

SUBJECT: Agenda Item – Professional Services Agreement – Blackmore Consulting, L.L.C., Amendment #2; July 1, 2010 – June 30, 2011; \$add'l \$34,000 total \$67,500

STATEMENT OF ISSUE:

Jefferson County Public Health, Water Quality Division, is requesting Board approval of the Professional Services Agreement – Blackmore Consulting, L.L.C., Amendment #2; July 1, 2010 – June 30, 2011; \$add'l \$34,000 total \$67,500

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

Ms. Blackmore (Contractor) will perform facilitation and project management services in conjunction with WRIA 17 Planning Unit. The Contractor will facilitate up to 19 meetings of the Planning Unit and Steering Committee. The Contractor will ensure that the project continues to move forward, on time and under budget. The Contractor will create a detailed work plan and schedule with goals for each meeting and will work closely with the Planning Unit, Steering Committee and the Water Quality Program staff creating a detailed work plan and schedule for the year.

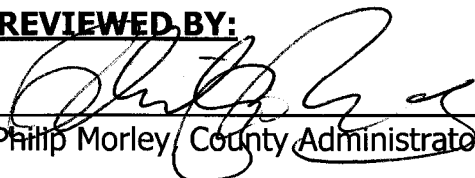
FISCAL IMPACT/COST BENEFIT ANALYSIS:

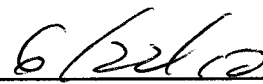
This contract is funded by the Water Quality Grant #G0700097, WRIA 17 Watershed Planning, Phase 4, through the Department of Ecology.

RECOMMENDATION:

JCPH management request approval of the Professional Services Agreement – Blackmore Consulting, L.L.C., Amendment #2; July 1, 2010 – June 30, 2011; \$add'l \$34,000 total \$67,500

REVIEWED BY:


Philip Morley, County Administrator


Date

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FAX: (360) 385-9401

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HEALTHIER COMMUNITY

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WATER QUALITY
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**Contract Amendment #2
Agreement Between
Blackmore Consulting, LLC.
And
Jefferson County**

WHEREAS, Blackmore Consulting, LLC (Consultant) and Jefferson County (County) entered into an agreement on July 1, 2009 for Professional Services to be provided in connection with Water Resource Inventory Area 17 Planning Unit Support.

WHEREAS, the parties desire to amend the terms of that agreement.

IT IS AGREED BETWEEN BOTH PARTIES AS NAMES HEREIN AS FOLLOWS:

1. The term of the above referenced agreement is extended and ends on June 30, 2011.
2. Consultant will be entitled to an additional \$34,000 in funding for services provided under this contract. Total compensation shall not exceed \$67,500.00 without express written amendment.
3. **Exhibit A**, attached, supersedes existing Exhibit A (Scope of Work).
4. All other terms and conditions of the agreement will remain the same.

Dated this _____ day of _____, 2010

By: _____
David Sullivan, Chairman
Jefferson Board of County Commissioners

By: Laura Blackmore 6/29/10
Laura Blackmore, Consultant

Approved as to form only:

David Alamy 6/28/10
Jefferson Co. Prosecutor's Office

Exhibit A

Scope of Work

Task 1. Facilitate Planning Unit and Steering Committee Meetings

Laura Blackmore of Blackmore Consulting will facilitate up to 19 meetings of the Planning Unit and Steering Committee. In consultation with the Planning Unit and Steering Committee, she will design and set agendas. She also will handle meeting logistics, maintain the mailing lists, work with Brisa Services to ensure meeting summaries are timely and accurate, and prepare meeting materials as needed to support the committees' work. Between meetings, Ms. Blackmore will work with Planning Unit members and others as necessary to advance issues and find solutions acceptable to all parties. As funding allows, Ms. Blackmore also will support and facilitate the Education Committee.

Ms. Blackmore expects that the Planning Unit's primary focus between July 2010 and June 2011 will be planning for the future of the Planning Unit. Ms. Blackmore will support this work as funding allows by looking for funding opportunities, facilitating agreement among Planning Unit on scopes of work, and supporting the Planning Unit's work to update the Plan and DIP.

Deliverables:

- * Facilitation of up to 19 meetings, most likely 10 Planning Unit meetings and 9 Steering Committee meetings. (Typically, there is no Steering Committee meeting in December and neither committee meets in August.)
- * Design and provision of meeting agendas and materials at least one week in advance of each meeting.
- * Maintenance of the mailing lists.
- * Support the Planning Unit's efforts to plan for its future.

**Contract Amendment #1
Agreement Between
Blackmore Consulting, LLC.
And
Jefferson County**

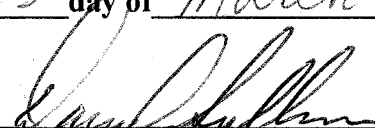
WHEREAS, Blackmore Consulting, LLC. (Consultant) and Jefferson County (County) entered into an agreement on July 1, 2009 for Professional Services to be provided in connection with Water Resource Inventory Area 17 Planning Unit Support.

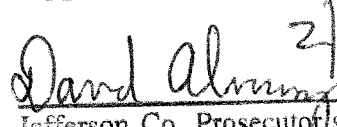
WHEREAS, the parties desire to amend the terms of that agreement.

IT IS AGREED BETWEEN BOTH PARTIES AS NAMED HEREIN AS FOLLOWS:

1. The term of the above referenced agreement is time limited and ends June 30, 2010.
2. Consultant's amount will be lowered by \$3,500 during the period of this contract amendment. Contract not to exceed \$33,500 for duration of term due to a reduction in funding.
3. **Exhibit A**, attached, supersedes existing Exhibit A, Scope of Work.
4. All other terms and conditions of the agreement will remain the same.

Dated this 15th day of March, 2010

By: 
David Sullivan, Chairman
Jefferson County Board of County Commissioners

Approved as to form only:
 2/23/10
Jefferson Co. Prosecutor's Office

By:  3/5/10
Laura Blackmore, Consultant

Exhibit A

Scope of Work

Task 1. Facilitate Planning Unit and Steering Committee Meetings

Laura Blackmore of Blackmore Consulting will facilitate up to 19 meetings of the Planning Unit and Steering Committee. In consultation with the Planning Unit and Steering Committee, she will design and set agendas. She also will handle meeting logistics, maintain the mailing lists, work with Brisa Services to ensure meeting summaries are timely and accurate, and prepare meeting materials as needed to support the committees' work. Between meetings, Laura will work with Planning Unit members and others as necessary to advance issues and find solutions acceptable to all parties. As funding allows, Laura also will support and facilitate the Education Committee.

Laura expects that the Planning Unit's primary focus between July 2009 and June 2010 will be planning for the future of the Planning Unit. Laura will support this work as funding allows by assisting with grant applications, working with potential funders, and supporting the Planning Unit's work to update the Plan and DIP. .

Deliverables:

- * Facilitation of up to 19 meetings, most likely 10 Planning Unit meetings and 9 Steering Committee meetings. (Typically, there is no Steering Committee meeting in December and neither committee meets in August. Neither committee will meet in June 2010.)
- * Design and provision of meeting agendas and materials at least one week in advance of each meeting.
- * Maintenance of the mailing lists.
- * Support the Planning Unit's efforts to plan for its future.

PROFESSIONAL SERVICES AGREEMENT

Between

Blackmore Consulting, LLC.

And

Jefferson County

For

WATER RESOURCE INVENTORY AREA 17 PLANNING UNIT SUPPORT

THIS AGREEMENT is entered into between the County of Jefferson a municipal corporation, hereinafter referred to as "the County", and Blackmore Consulting, LLC., hereinafter referred to as "the Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Consultant is retained by the County to perform facilitation and project management services in connection with the project designated Water Resource Inventory Area 17 Planning Unit.
2. Scope of Services. Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment and supplies.
3. Time for Performance. This Agreement shall commence on July 1, 2009 and continues through June 30, 2010 unless terminated as provided herein. The agreement may be extended beyond June 30, 2010 upon mutual written consent of the County and the Consultant.
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 invoiced upon completion of the contract provided that the total amount of payment to Consultant shall not exceed \$ 37,000 without express written modification of the agreement signed by the County. In the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement, this contract may be renegotiated or terminated as provided herein.
 - b. The consultant may submit vouchers to the County once per month during the progress of the work for work 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.

- 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 six (6) years after final payments. Copies shall be made available upon request.
 - f. Consultant will bill the County at \$110.00 per hour for each hour of service provided to the County pursuant to this Agreement.
5. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this agreement shall be the property of the County whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
 6. Compliance with laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.
 7. Indemnification. Consultant shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Consultant's own employees, or damage to property occasioned by a negligent act, omission or failure of the Consultant.
 8. Insurance. The Consultant shall obtain and keep in force during the terms of the Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.05:
 - a. Worker's compensation and employer's liability insurance as required by the State of Washington.
 - b. 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.

9. Independent Contractor. The Consultant and the County agree that the Consultant is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.
10. 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.
11. Assignment and Subcontracting. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the County.
12. Termination.
 - a. The County reserves the right to terminate this agreement at any time by giving ten (14) 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.
13. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the County and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both County and Consultant.

DATED this 8th day of September, 2009.

By David Sullivan
David Sullivan, Chair
Jefferson Board of County Commissioners

By Laura Blackmore 8/25/09
Laura Blackmore, Consultant
Blackmore Consulting, LLC
620 36th Avenue
Seattle, WA 98122-6420

Approved as to form only:

Attest/Authenticated:

David Abney 8/14/09
Jefferson Co. Prosecutor's Office

Eric Lindgren
Deputy/Clerk of the Board

Exhibit A

Scope of Work

Task 1. Facilitate Planning Unit and Steering Committee Meetings

Following the Planning Unit's usual calendar, Laura Blackmore of Blackmore Consulting will facilitate up to 21 meetings of the Planning Unit and Steering Committee. In consultation with the Planning Unit and Steering Committee, she will design and set agendas. She also will handle meeting logistics, maintain the mailing lists, work with Brisa Services to ensure meeting summaries are timely and accurate, and prepare meeting materials as needed to support the committees' work. Between meetings, Laura will work with Planning Unit members and others as necessary to advance issues and find solutions acceptable to all parties.

Laura expects that the Planning Unit's primary focus between July 2009 and June 2010 will be updating the Plan and DIP. She will continue to work with the Planning Unit to refine and progress on the work plan to complete these products discussed at the March 2009 Planning Unit meeting, while helping the Planning Unit respond to other issues and concerns as they arise. As part of her work to support meetings, Laura will spend up to 8 hours per month working through issues directly related to the document updates and writing portions of the Plan and DIP (please see Task 2 for more detail).

Deliverables:

- * Facilitation of up to 21 meetings, most likely 11 Planning Unit meetings and 10 Steering Committee meetings. (Typically, there is no Steering Committee meeting in December and neither committee meets in August.)
- * Design and provision of meeting agendas and materials at least one week in advance of each meeting.
- * Maintenance of the mailing lists.

Task 2: Prepare Updated Documents

As mentioned above, Laura Blackmore plans to spend up to 8 hours per month working through issues related to the document updates and writing elements of the updates to the Plan and DIP. She expects that this work will occur naturally in the course of preparing materials to support the Planning Unit and Steering Committee meetings.

Currently, the budget for this project does not support significant additional consulting support for writing the updated Plan and DIP. The Planning Unit and Steering Committee have agreed to

assist with tasks such as researching options to address priority issues and summarizing studies completed since the Stage 1 Technical Assessment was published in 2000. These efforts will be a vital part of the update process. However, if additional funds become available, Laila Parker will assist with writing elements of the Plan and DIP, with the Planning Unit's knowledge and prior consent. We expect to develop a specific work plan for Laila at the time the funds become available.

According to the current work plan for updating the Plan and DIP, the Planning Unit will focus on summarizing new technical information between April and September 2009, and hold a "science summit" in September 2009. Thereafter, the Planning Unit will select its new priorities, develop options to address those priorities, and begin selecting its recommendations. While we expect the Planning Unit to have selected its new recommendations in June 2010, the documents will be completed by September 2010, which is beyond the life of this contract.

Deliverable(s):

- Issue resolution and development of elements of the Plan and DIP updates, in support of Planning Unit and Steering Committee meetings, up to 8 hours per month.
- If additional funds become available, development of additional Plan and DIP elements, as directed by the Planning Unit.