



JEFFERSON COUNTY PUBLIC HEALTH

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JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: December 19, 2011

SUBJECT: Agenda Item – Contract Agreement – KLMayer Consulting Group, Inc.,
Kristina Mayer – December 13, 2011 – April 30, 2012 - \$6,400

STATEMENT OF ISSUE:

Jefferson County Public Health, Environmental Health, is requesting Board approval of the Contract Agreement – KLMayer Consulting Group, Inc., Kristina Mayer, for the period December 13, 2011 – April 30, 2012, in the amount of \$6,400.

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

This is an agreement between Jefferson County and the KLMayer Consulting Group, Inc., Kristina Mayer, for facilitation of a work group consisting of stakeholders from the community, interest groups and agencies. The purpose of the work group is to provide recommendations regarding a homeowner monitoring component to be incorporated into the local onsite sewage code Operations and Monitoring section under JC Code 8.15. These revisions are necessary to meet state requirements to monitor all onsite sewage systems at a specified frequency and satisfy the need and desire of some homeowners to conduct some of the required inspections. The contract includes facilitation of the work group and public forums to engage in public dialogue and provide education about the project.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This contract is funded by the EPA Grant #PO-00J10001-1. This project is identified in the approved work plan that will be done under the Clean Water District Activities project. This project addresses the request of homeowners to be authorized to complete required monitoring inspections and allows JCPH to meet requirements of WAC 246-272A in a cost effective manner.

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RECOMMENDATION:

JCPH management request approval of the Contract Agreement – KLMayer Consulting Group, Inc., Kristina Mayer, for the period December 13, 2011 – April 30, 2012, in the amount of \$6,400.

REVIEWED BY:


Philip Morley, County Administrator

12/9/11
Date

(Routed to all Public Health Managers)

PROFESSIONAL SERVICES AGREEMENT

Between

KL Mayer Consulting Group, Inc.

And

Jefferson County

For

Onsite Sewage System Monitoring Program Work Group Support

THIS AGREEMENT is entered into between the County of Jefferson a municipal corporation, hereinafter referred to as "the County", and KL Mayer Consulting Group, 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 Onsite Sewage System Monitoring Program Work Group.
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 December 13th, 2011 and continues through April 30th, 2011 unless terminated as provided herein. The agreement may be extended beyond April 30th, 2011 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 \$ 6,400 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. For each hour of service provided pursuant to this Contract the following hourly rates shall apply: Consultant @ \$125.00 per hour, Sam Gibboney @ 75.00 per hour. Portions of hours shall be billed in not less than .2 hours (12 minutes) increments.
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 listed on Exhibit "A" for a combined single limit of not less than \$500,000 each occurrence.

c. It is agreed by the parties that 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 listed above shall protect both parties and be primary coverage for any and all losses covered by the above-listed insurance policies. It is further agreed by the parties that any and all deductibles made part of the above-listed insurance policies shall be assumed by, paid for and at the risk of the Consultant.

d. The Contractor and Subcontractor will provide Certificates of Insurance naming the County as "additional insured" with respect to all applicable insurance policies and will do so within 30 days of the commencement of this Contract

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, for contributing to the state industrial insurance program, or otherwise assuming the duties of an employer with respect to Consultant, Subcontractor, 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. Except as described in Section 12 below, the Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the County.
12. Subcontract. The Consultant shall subcontract to ISE Consultants, Sam Gibboney, MPA, for technical and documentation support during the project. All of paragraph 8 listed above, except 8.a, shall be applicable to and enforceable against the Subcontractor.
13. Consultant assignment of staff. The Consultant must commit that staff identified in **Exhibit "A"** will actually perform the scope of services listed there. Any staff substitution must have the prior approval of the County.
14. Termination.
 - a. The County reserves the right to terminate this agreement at any time by giving

ten (14) days written notice to the Consultant. If the termination notice is based on an alleged breach of any of these contract terms by Consultant, then the Consultant shall have fourteen (14) days to remedy or cure said alleged breach.

b. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this agreement between surviving members of the Consultant and the County, if the County so chooses.

15. 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 _____ day of _____, 20_____.

By _____
John Austin, Chair
Jefferson Board of County Commissioners

By Kristina L. Mayer
Kristina L. Mayer, Ed. D – Principal/President
KLMayer Consulting Group, Inc.
2710 Sherman Street
Port Townsend, WA 98368
360-379-3667
kris@klmayer.com

David Alvarez 12/9/2011
APPROVED AS TO FORM
Civil DPA David Alvarez

Attest/Authenticated:

Raina Randall, Deputy/Clerk of the Board

Exhibit A

TASK 1. Initial Planning –

Kristina Mayer and Sam Gibboney will meet with the County to determine or review: Project objectives, schedule, budgets, background information and available data, work group composition, ground rules for public involvement process.

Deliverables:

- Document identifying the ground rules and basic approach for conducting the work group and public meetings

TASK 2. Facilitation of the Work Group meetings and creation of monitoring program recommendations

In coordination with county project manager Kristina Mayer will convene the agency and stakeholder work group and establish organization and operating principles for the process. Kristina will work in consultation with county staff to design, schedule, and set agendas for four regular work group meetings, maintain the mailing lists, ensure meeting summaries are timely and accurate, and prepare meeting materials as needed to support the committees' work. Sam Gibboney will provide technical support and documentation.

Deliverables:

- Facilitate four work group meetings
- Design and provide meeting agendas and background materials to work group participants to be provided a minimum of 2 days before a scheduled meeting.
- Record summaries for all work group meetings and provide summary of meetings within 4 days of meeting date to participants.
- Maintain mailing list of participants and interested parties that attend a meeting.
- Prepare a brief report summarizing the work group's recommendations.
- Assist JCPH staff to prepare draft revisions to the O&M section of JC Code 8.15 based on the work group recommendations.

TASK 3. Facilitation of public forums to present recommended OSS Monitoring Program

including JC Code section revisions.

Kristina will present the draft code revisions at three public meetings, open houses, or other venues for public dialogue and education and assist county staff in further revisions based on input from meeting/forum activities. In coordination with County staff Kristina will present the final draft revisions to the Jefferson County Board of Health.

Deliverables:

- Facilitate up to 3 public meetings.
- Provide summaries of public meetings.
- Present draft revisions of JC Code 8.15 to JC Board of Health at their regular monthly meeting.