



JEFFERSON COUNTY PUBLIC HEALTH

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December 20, 2011

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Public Health Director
Michael Dawson, Water Quality Lead

DATE: January 17, 2012

SUBJECT: Agenda Item – Professional Services Agreement – Blackmore Consulting, LLC.; January 1, 2012 – June 30, 2012; \$8,500

STATEMENT OF ISSUE:

Jefferson County Public Health, Water Quality Division, is requesting Board approval of the Professional Services Agreement – Blackmore Consulting, LLC.; January 1, 2012 – June 30, 2012; \$8,500.

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

Ms. Blackmore (Contractor) will perform meeting facilitation and project management services in conjunction with the East Jefferson Watershed Council (WRIA 17). The Contractor will facilitate up to 6 meetings of the Watershed Council and Steering Committee. The Contractor will ensure that projects continue to move forward, on time and under budget. The Contractor will create a detailed agenda and prepare documents for each meeting, will review and manage meeting minutes prepared by Brisa Services and will work closely with the Council and County Water Quality staff.


FISCAL IMPACT/COST BENEFIT ANALYSIS:

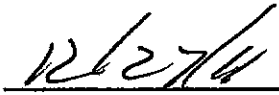
This contract is funded by the Water Quality Grant #G0700097, WRIA 17 Watershed Planning, Phase 4, through the Department of Ecology.

RECOMMENDATION:

JCPH management requests approval of the Professional Services Agreement – Blackmore Consulting, LLC.; January 1, 2012 – June 30, 2012; \$8,500.

REVIEWED BY:


Phillip Morley, County Administrator


Date

PROFESSIONAL SERVICES AGREEMENT

Between

Blackmore Consulting, LLC.

And

Jefferson County

For

EAST JEFFERSON WATERSHED COUNCIL SUPPORT

THIS AGREEMENT is entered into between the County of Jefferson a municipal corporation, hereinafter referred to as "the County", and Blackmore Consulting, 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 East Jefferson Watershed Council.
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 January 1, 2012 and continues through June 30, 2012 unless terminated as provided herein. The agreement may be extended beyond June 30, 2012 upon mutual written consent of the County and the Contractor.
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 \$8,500 without express written modification of the agreement signed by the County. Funding for this contract will be provided by Ecology Grant #G0700097. It is expected that funding for watershed planning will be ending in June 2012. In the event that additional funding is found the contract may be extended. If funding from Ecology 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.
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 unless specified in this contract, without the express written consent of the County. The primary contact and facilitator for this project will be Laura Blackmore; substitution of any other employee of Blackmore Consulting shall be grounds for termination of this contract as provided herein.
12. Termination.
 - a. The County reserves the right to terminate this agreement at any time by giving ten (10) 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.
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 _____ day of _____, 20_____.

By _____
John Austin, Chair
Jefferson Board of County Commissioners

By Laura Blackmore 1/3/12
Laura Blackmore
Blackmore Consulting, LLC
620 36th Avenue
Seattle, WA 98122-6420
(206) 257-0867
laura@blackmoreconsulting.com

David Alvarez 12/27/11
APPROVED AS TO FORM
Civil DPA David Alvarez

Attest/Authenticated:

Raina Randall, Deputy Clerk of the Board

Exhibit A

Scope of Work

Task 1. Facilitate East Jefferson Watershed Council Meetings

Laura Blackmore of Blackmore Consulting will facilitate up to 6 meetings of the East Jefferson Watershed Council and Steering Committee. In consultation with the Watershed Council 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 Council members and others as necessary to advance issues and find solutions acceptable to the Council.

Ms. Blackmore expects that the primary focus for the Council in 2012 will be development of a groundwater monitoring database, analysis of climate change impacts on local water supplies, work with the USGS groundwater model, and an update of the Water Quality Monitoring Plan. Ms. Blackmore will support planning for the future of the Watershed Council as funding allows by looking for funding opportunities.

Deliverables:

- Facilitation of up to 6 meetings through June 2012, including a public forum on the Groundwater Model if desired.
- Design and provision of meeting agendas and materials at least one week in advance of each meeting.
- Work with Brisa Services to ensure delivery of accurate meeting minutes.
- Maintenance of the mailing lists.
- Support the Council's efforts to plan for its future.
- Work with the Chimacum Grange to buy postage for the agricultural water demand survey.

Budget

Task	Labor		Ferry		Estimates	
	Rate	Hours	Rate	Rides	Total	Per Meeting
Facilitate 4 Meetings Jan to April	\$110.00	46.25	\$25.50	4	\$5,190	\$1,297
Facilitate 2 Meetings May & June	\$110.00	25	\$32.80	2	\$2,816	\$1,408
Postage for Water Survey (Grange)					\$495	
Total		71.25		6	\$8,500	\$1,417