



JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368
www.jeffersoncountypublichealth.org

March 30, 2012

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jared Keefer, Environmental Health Director
Michael Dawson, Water Quality Program Lead

DATE: May 7, 2012

SUBJECT: Agenda Item – Professional Services Agreement - Blackmore Consulting, LLC; April 1, 2012 – December 31, 2012; \$9,000

STATEMENT OF ISSUE:

Jefferson County Public Health, Water Quality Division, requests Board approval of the Professional Services Agreement - Blackmore Consulting, LLC; April 1, 2012 – December 31, 2012; \$9,000

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

Consultant will perform four professionally facilitated meetings for the Clean Water District Advisory (CWDAC). The Consultant will produce electronic supporting materials to ensure that the meetings are productive and stay on track. Consultant will generate a memo which describes the methodology and results of the assessment of the effectiveness of the CWDs activities and present recommendations to the BOCC as well as preparing a memo describing the funding opportunities that the CWDAC examines during the course of the project.

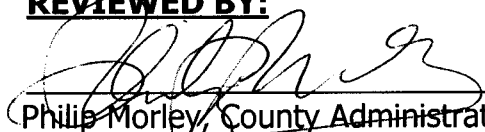
FISCAL IMPACT/COST BENEFIT ANALYSIS:

This contract is funded by a grant from the Washington State Department of Health under the Consolidated Contract number C16887.

RECOMMENDATION:

JCPH management request approval of the Professional Services Agreement - Blackmore Consulting, LLC; April 1, 2012 – December 31, 2012; \$9,000

REVIEWED BY:


Philip Morley, County Administrator

5/3/12
Date

COMMUNITY HEALTH
DEVELOPMENTAL DISABILITIES
MAIN: (360) 385-9400
FAX: (360) 385-9401

PUBLIC HEALTH
ALWAYS WORKING FOR A SAFER AND
HEALTHIER COMMUNITY

ENVIRONMENTAL HEALTH
WATER QUALITY
MAIN: (360) 385-9444
FAX: (360) 379-4487

PROFESSIONAL SERVICES AGREEMENT

Between
Blackmore Consulting, LLC.
And
Jefferson County
For

CLEAN WATER DISTRICT ADVISORY COUNCIL MEETING FACILITATION

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 meeting facilitation and project management services in connection with the Clean Water District Advisory Council. The professional services are funded by a grant from the Washington State Department of Health (DOH) under Consolidated Contract number C16887.
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 April 1, 2012 and continues through December 31, 2012 unless terminated as provided herein. The agreement may be extended beyond December 31, 2012 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. The Consultant will be reimbursed for all work performed under the terms of this contract. Payment for the work provided by the Consultant shall not exceed \$110.00 an hour for a total of \$9,000 in the completion of this project without express written amendment signed by both parties to this Agreement.
 - b. Funding for this contract will be provided by a DOH grant. If funding from DOH 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.
 - c. The Consultant may submit invoices to the County once per month, but not less than quarterly, during the progress of the work for work completed to date. Such invoices will be checked by the County, and upon approval thereof, payment will be made to the Consultant in the amount approved.
 - d. 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.
 - e. 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.

- f. 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.
- a. Each party shall defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this agreement, except for injuries and damages caused by the sole negligence of a party.
- b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the parties, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this agreement.
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. Termination. The County reserves the right to terminate this contract in whole or in part, without prior written notice, 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. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.
 - a. This agreement may also be terminated as provided below:
 - i. With 30 days notice by the Board of County Commissioners for any reason, or
 - ii. With 30 days notice by the Board of County Commissioners for non-performance of the specific job duties in **Exhibit A.**
 - iii. With 30 days notice by the Consultant by voluntary resignation.
- 12. 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 _____, 2012

By _____
John Austin, Chair
Jefferson Board of County Commissioners

By Laura Blackmore 7/18/12
Laura Blackmore
Blackmore Consulting, LLC
620 36th Avenue
Seattle, WA 98122-6420
(206) 257-0867
laura@blackmoreconsulting.com

David Alvarez 4/16/2012
APPROVED AS TO FORM
Civil DPA David Alvarez

Attest/Authenticated:

Clerk of the Board

Exhibit A

Clean Water District Advisory Council Scope of Work

1. Work Plan

The work plan below presents our agreed-upon approach to accomplishing these Clean Water District Advisory Council's (CWDAC) objectives. Once the project begins, however, Blackmore Consulting, LLC, will work with the CWDAC and the Project Coordinator to adjust the work plan as needed to meet the needs of the group.

Task 1: Meeting Facilitation

Laura will facilitate up to four meetings of the CWDAC in 2012. She will work with the Project Coordinator to set up the initial meeting using a service such as Doodle to find a meeting time in April that works for all CWDAC members. At this first meeting, Laura will focus upon transforming the CWDAC from a list of participants to a functioning group. She expects that the agenda will include introductions, a presentation on the background of the Clean Water District, discussion of the group's charge, development of simple operating procedures, agreement upon a work plan, and selection of a future meeting schedule.

Furthermore, she expects that the remaining three meetings might be organized as follows:

Meeting 2:

- Agree upon an outline for the Water Quality Monitoring and Improvement Plan
- Begin developing content for the Water Quality Monitoring and Improvement Plan
- Design an assessment of the effectiveness of Clean Water District activities
- Identify potential future funding opportunities to research

Meeting 3:

- Workshop to develop remaining content for the Water Quality Monitoring and Improvement Plan
- Review results of assessment of the effectiveness of Clean Water District activities
- Discuss potential funding opportunities

Meeting 4:

- Finalize and adopt Water Quality Monitoring and Improvement Plan
- Craft and approve recommendations to Board of County Commissioners
- Agree upon future funding strategy

- Celebrate accomplishments

As part of her work to facilitate the meetings, Laura will work between meetings to develop the content required to ensure each meeting is productive. She expects that this work will focus upon the writing of the Water Quality Monitoring and Improvement Plan, conducting the assessment of the effectiveness of Clean Water District activities, and researching funding opportunities.

Laura will create the agenda for each meeting, work with the Project Coordinator and others as appropriate to develop handouts and presentations, secure meeting locations, and provide meeting summaries within five business days. She also will maintain a mailing list of members and interested parties, and distribute via email the meeting packet one week in advance of each meeting. She has found that it is most cost-effective for the client to provide copies of the handouts.

Task 1 also will include project coordination tasks. Laura will work closely with the Project Coordinator, Michael Dawson, to ensure this project proceeds smoothly and effectively. She will consult with Michael in the development of meeting agendas, and work closely with him to prepare handouts and work products as needed. Given her location in Seattle, it is usually most cost-effective to consult via email or phone, rather than in person. Lastly, Laura will submit invoices and progress reports monthly.

Task 2: Produce Water Quality Plan

The Water Quality Monitoring and Improvement Plan is a major deliverable for the Clean Water District in 2012. Laura will work with the CWDAC to develop a final work plan to accomplish this goal, but expects that the work might go as follows:

1. **Agree upon an outline for the Plan.** This outline should take into account the content in existing water quality plans, such as the East Jefferson Watershed Council's Surface Water Quality Monitoring Plan, the plans created for the Chimacum Creek and Discovery Bay Clean Water Projects, and monitoring plans created by the Hood Canal Coordinating Council.
2. **Work together to develop the content for the Plan.** As noted above under Task 1, this work could happen at two consecutive meetings, one of which could be designed as a workshop to generate the bulk of the content. If appropriate, additional experts could be invited to present information or otherwise assist at the workshop, such as Glenn Gately or Al Latham (retired) from the Conservation District, Tribal representatives such as Dave Fuller or Randy Lumper, or Bill Graham of the PUD. Also if appropriate, the approach to developing the content for the Plan could borrow from the scope of work Laura put together in August 2011 to update the East Jefferson Watershed Council's Surface Water Quality Monitoring Plan.
3. **Between meetings, write drafts of Plan sections and send them out for review via email.** Laura will incorporate comments, working with members to resolve any conflicting comments.
4. **Review and approve the final Plan at the last meeting in 2012.** This approval process will follow the operating procedures the group develops in its first meeting, unless other approval requirements apply.

Laura can create a document that is reasonably attractive as well as clear and concise. However, if the CWDAC wishes to produce a document that has fancier graphics or formatting, Laura recommends retaining Cascadia Consulting Group, Inc. to perform that service via a purchase order. This strategy worked very well – and very cost-effectively – for the East Jefferson Watershed Council's most recent Plan update. The budget presented in this contract reserves funding for this option.

2. Deliverables

Laura expects to produce the following deliverables under this contract, pending direction from the CWDAC:

- Up to four professionally facilitated meetings of the CWDAC by December 31, 2012. Most likely, three of these will be two-hour meetings, and one may be a longer workshop.
- Electronic versions of handouts and supporting materials, as needed, to ensure each meeting is productive.
- Summaries of each meeting, submitted to the Project Coordinator within five business days of each meeting.
- A short memo describing the methodology and results of the assessment of the effectiveness of the Clean Water District’s activities, along with a letter presenting the CWDAC’s recommendations to the Board of County Commissioners by December 31, 2012.
- A short memo describing the funding opportunities that the CWDAC examines over the course of the project by December 31, 2012.
- Draft versions of the Water Quality Monitoring and Improvement Plan, as well an electronic copy of a presentation-quality final Plan by December 31, 2012.

3. Schedule

The table below illustrates the proposed project schedule. Colored cells indicate that work will be done on that task in that month, and an “X” represents the completion of a deliverable. The actual schedule for the project will be determined in conjunction with the CWDAC at its first meeting.

Table 1: Proposed Project Schedule

Task	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
1. Meeting Facilitation									
Facilitate Meetings	X		X			X			X
Assess CWD Activities			X						
Present Recommendations to BOCC									X
Research Funding Opportunities			X						X
2. Project Coordination									
Coordinate Project									
3. Produce Plan									
Draft Plan			X			X			
Final Plan									X

4. Budget

The table below presents the budget for this project. Please note the following assumptions:

- Three of the CWDAC meetings will be two-hour meetings, most likely in the evening, and one will be an eight-hour workshop to develop content for the draft Water Quality Monitoring and Improvement Plan.
- Meetings will occur in Jefferson County in conference rooms available at no charge. The expenses shown in the budget are for ferry tickets.
- Laura Blackmore's billing rate is \$110/hour.

This budget also reserves \$520 from the total amount available for the CWDAC to use to hire Cascadia Consulting Group, Inc. to format the final plan, if it so chooses.

Table 2: Project Budget

CWDAC Meeting Facilitation Budget Summary	Blackmore Consulting, LLC Laura Blackmore Principal 110	Total Labor	Total Expenses (Ferry Tickets)	Total Project
Hourly Rate				
1. Meeting Facilitation	52	\$5,720	\$120	\$5,840
1.1 Facilitate Meetings	46	5,060	120	5,180
1.2 Assess CWD Activities & Research Funding Opportunities	6	660		660
3. Produce Water Quality Plan	24	\$2,640	\$0	\$2,640
3.1 Create Draft Plan	20	2,200	0	2,200
3.2 Produce Final Plan	4	440	0	440
TOTAL HOURS	76			
TOTAL COST		\$8,360	\$120	\$8,480