## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

#### AGENDA REQUEST

TO:

**Board of County Commissioners** 

Mark McCauley, County Administrator

FROM:

**Chris Goy, Central Services Director** 

DATE:

August 7, 2023

**SUBJECT:** 

**EnerGov Project Management Consultant** 

**STATEMENT OF ISSUE:** The County has dedicated several years to the implementation of the EnerGov permitting software suite and other related key tasks. While the importance of EnerGov being effectively implemented across multiple departments is widely acknowledged; staff turnover, pandemic delays, and outdated training have highlighted the need for an ongoing project management consultant with expertise in cross-departmental software implementation (among other related needs). Among the respondents to a Request for Qualifications, the finalist selected has extensive, high quality experience with complex local government software implementations.

<u>ANALYSIS:</u> Over the course of six months, staff assessed the limitations of existing staff bandwidth and other factors (across the multiple departments impacted by EnerGov) and their ability to fully implement the EnerGov software, Staff concluded that an outside project management consultant was the best course forward to complete the implementation of EnerGov which requires multiple time-intensive and technically-challenging related projects such as: data migration and integration; workflow management, report development, and conducting additional staff training.

**FISCAL IMPACT:** Not to exceed ninety thousand dollars and zero cents (\$90,000) in one calendar year from the commencement of this contract. The cost of this contract will be born by the General Fund under the condition that the Board commit to approving additional budget authority in a subsequent supplemental budget appropriation when it approves this contract.

**RECOMMENDATION:** That the Board approve the attached contract.

**REVIEWED BY:** 

Mark McCauley County Administrator

Date

# CONTRACT REVIEW FORM (INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: Hans	sell Tierney, Inc.		Contract No: (5 23080
Contract For: EnerGov F	Project Management Cons	sulting Term: Aug.	15, 2023 - Aug. 14, 2024 (w/ option to renew)
COUNTY DEPARTMENT:	Central Services Department	,	
Contact Person:	Chris Goy, Central Services Direct	or	
Contact Phone:	360-385-9362		
Contact email:	cgoy@co.jefferson.wa.us		
AMOUNT: \$90,000.00	,	PROCESS	Exempt from Bid Process
Re	evenue:		Cooperative Purchase
	diture: \$90,000.00		Competitive Sealed Bid
•			Small Works Roster
Matching Funds Rec			
Sources(s) of Matching			Vendor List Bid
- 1	Fund # 001		✓ RFP or RFQ
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APPROVAL STEPS:	3		
	RTIFIES COMPLIANCE	WITH JCC 3.55.080	AND CHAPTER 42.23 RCW.
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CERTIFIED: N/A:	UL Car	ZI.	July 31, 2023 .
	Signa	are .	Date
			FOR CONTRACTING WITH THE FEDERAL, STATE, OR LOCAL
CERTIFIED: N/A:	OL Can	· Ll _	July 31, 2023 .
CERTIFIED.	Signa		Date
	Signa		
STEP 3: RISK MANAGEME	NT REVIEW (will be add	led electronically thro	ough Laserfiche):
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Liectionically approved	a by Managemen	11 011 0/2/2020:	
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STEP 4: PROSECUTING AT	TORNEY REVIEW (WIII	be added electronica	any through Lasernene).
Electronically approve County standard PSA		on 8/2/2023.	
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STEP 5: DEPARTMENT PROSECUTING ATTORNE		& RESUBMITS	TO RISK MANAGEMENT AND

**STEP 6:** CONTRACTOR SIGNS

**STEP 7:** SUBMIT TO BOCC FOR APPROVAL

#### PROFESSIONAL SERVICES AGREEMENT WITH

THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into by and between Jefferson County (County) and Hansell Tierney, Inc. (Consultant), upon the following terms and conditions.

- 1. <u>Project Designation.</u> The Consultant is retained by the County to assist the County with Economic Development.
- 2. <u>Scope of Services.</u> Consultant agrees to perform the services identified on Exhibit "A" attached hereto including the provision of all labor.
- 3. Time for Performance. This Agreement shall commence August 15, 2023 and continue for 12 months after the commencement of work or until funds are depleted. The County reserves the right to renew this agreement on an annual basis with 60 days notice. Work performed consistent with this Agreement during its term, put prior to the adoption of this Agreement, is hereby ratified. The Consultant shall perform all services pursuant to this Agreement as outlined on Exhibit "A". Time is of the essence in the performance of this Agreement.
- 4. <u>Payment.</u> The Consultant shall be paid by Jefferson County for completed work and for services rendered under this Agreement as follows:
  - a. Payment for the work provided by Consultant shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$90,000, in accordance with Section B. of Exhibit A, without express written modification of the Agreement signed by each Party.
  - b. Invoices will be submitted bi-weekly aligning to the Consultant's payroll period. Such invoices will be checked by the County, and upon approval thereof, payment will be made within 30 days to the Consultant in the amount approved. Failure to submit timely invoices and reports pursuant to Exhibit B of the Agreement may result in a denial of reimbursement. Invoices not submitted within 60 days may be denied.
  - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly once the County verifies completion of the work and submittal of reports under this Agreement and acceptance by the County.
  - d. Consultant shall provide invoices and necessary backup documentation for all services including bi-weekly timesheets and statements (specifying the services provided). Any indirect charges require the submittal of an indirect cost methodology and rate using 2 C.F.R. Part 255 and 2 C.F.R. Part 230.
  - 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 non-confidential or de-identified 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. Consultant shall not be held liable for reuse of documents or modifications thereof, including electronic data, by the County or its representatives for any purpose other than the intent of this Agreement.
- 6. <u>Compliance with laws.</u> 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. Audit. Upon request, Consultant will submit their most recent financial information.
  - a. Upon request the County shall have the option of performing an onsite review of all records, statements, and documentation.
  - b. If the County finds indications of potential non-compliance during the monitoring process, the County shall notify Consultant within ten (10) days. The County and Consultant shall meet to discuss areas of contention in an attempt to resolve issues.
- 8. Indemnification. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine this Agreement is subject to RCW 4.24.115 if liability for damages occurs arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Consultant's liability, including the duty and cost to defend, shall be only for the Consultant's negligence. It is further specifically understood that the indemnification provided constitutes the Consultant's 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. This section shall survive the expiration or termination of this Agreement.
- 9. <u>Insurance</u>. Prior to commencing work, the Consultant shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of the Agreement.
  - a. 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 with the County named as an additional insured in connection with the Consultant's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (3) Non-owned automobiles.
- b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
  - i. Broad Form Property Damage, with no employee exclusion;
  - ii. Personal Injury Liability, including extended bodily injury;
  - iii. Broad Form Contractual/Commercial Liability including coverage for products and completed operations;
  - iv. Premises Operations Liability (M&C);
  - v. Independent Consultants and subcontractors;
  - vi. Blanket Contractual Liability.
- c. The County shall be named as an "additional named insured" under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer.
- d. Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- e. The Consultant shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and their elected officials, officers, and employees; and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County are "additional insureds" to a policy obtained by the Consultant refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Consultant to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.

- f. Failure of the Consultant to take out or maintain any required insurance shall not relieve the Consultant from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.
- g. The Consultant's 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, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.
- h. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- i. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Consultant.
- j. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- k. Insurance companies issuing the Consultant's insurance policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of insurance policy.
- Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Consultant until the Consultant shall furnish additional security covering such judgment as may be determined by the County.
- m. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Consultant must provide in order to comply with this Agreement.
- n. The County may, upon the Consultant's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Consultant.
- The Consultant's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.

- p. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- q. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- r. The Consultant shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all the requirements stated herein.
- s. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- t. The Consultant shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County.
- u. The Consultant shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- v. The County reserve the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

# 10. Worker's Compensation (Industrial Insurance).

- a. If and only if the Consultant employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Consultant, the Consultant shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to the County, upon request.
- b. Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.
- c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.

- d. The Consultant expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
- e. If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Consultant.
- 11. Independent Consultant. The Consultant and the County agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant specifically has the right to direct and control Consultant's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. 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, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to County employees. 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.

## 12. <u>Subcontracting Requirements.</u>

- a. The Consultant is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. The Consultant assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.
- b. Every subcontractor must agree in writing to follow every term of this Agreement. The Consultant must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The County must approve any proposed subcontractors in writing.
- c. Any dispute arising between the Consultant and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Consultant's performance required by this Agreement.
- 13. Covenant Against Contingent Fees. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other

consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- 14. <u>Discrimination Prohibited.</u> 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, gender, sexual orientation, material status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
- 15. No Assignment. The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
- 16. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

#### 17. Termination.

- a. The County reserves the right to terminate this Agreement at any time without cause by giving ten (10) days written notice to the Consultant. Consultant may terminate this Agreement at any time without cause by giving (10) days written notice to the County.
- b. The County shall give the Consultant written notice and a reasonable opportunity to cure before this Agreement is terminated for cause.
- c. 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.
- d. The County reserves the right to terminate this contract in whole or in part, with 10 days' 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.
- 18. <u>Notices.</u> All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the Parties shall be sent to the following addresses:

Jefferson County Risk Manager P.O. Box 1220 Port Townsend, WA 98368

Notices to Consultant shall be sent to the following address:

Name: Hansell Tierney, Inc.

Address: 2955 80th Ave SE Suite #103, Mercer Island, WA 98040

- 19. 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. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Consultant ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Consultant, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.
- 20. <u>Modification of this Agreement</u>. This Agreement may be amended only by written instrument signed by both County and Consultant.
- 21. <u>Disputes.</u> The Parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the County representative listed in Section 18., whose joint decision in the matter shall be final, but shall be subject to judicial review. If either party deems it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The Parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the respective Superior Courts in accordance with the laws of the State of Washington. The Consultant hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
- 22. <u>Section Headings</u>. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
- 23. <u>Limits of Any Waiver of Default.</u> No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

- 24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- 25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 26. <u>Binding on Successors, Heirs and Assigns.</u> This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
- 27. No Assignment. The Consultant shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
- 28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
- 29. <u>Signature in Counterparts.</u> The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
- 30. <u>Facsimile and Electronic Signatures</u>. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
- 31. <u>Arms-Length Negotiations</u>. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
- 32. Public Records Act. Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), the Consultant agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Consultant further agrees that upon receipt of any written public record request, Consultant shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

Philip C. Hunsucker

Chief Civil Deputy Prosecuting Attorney

# JEFFERSON COUNTY WASHINGTON **Board of County Commissioners** Jefferson County, Washington Greg Brotherton, Chair Date By: \_ Kate Dean, Commissioner Date By: \_ Heidi Eisenhour, Commissioner Date SEAL: ATTEST: Carolyn Gallaway Date Clerk of the Board Approved as to form only:

August 2, 2023

CONSULTANT: HANSELL TIERNEY, INC.

By:	Docusigned by: Jill Hansell Melune	
Hanse	Il Tierney, Inc.	
Date:	8/1/2023	

## **EXHIBIT A**



The following has been copied from an RFQ response submitted to the County on July 7, 2023 as an application for this work.

HansellTierney

#### Statement of Qualifications -

#### Hansell Tierney in Focus

Hansell Tierney, a local Certified Women's Business Enterprise (WBE) IT Staffing firm certified by the Women's Business Enterprise National Council (WBENC), is the preferred partner to place contractors at Jefferson County due to our longstanding track record of success with local government staffing, highly skilled technical consultants, and strong project management expertise.

We maintain close partnerships with public entities such as The Port of Seattle, The City of Seattle, City of Gig Harbor, Sound Transit, and Seattle Public Schools. By successfully and repeatedly recruiting technical talent for these organizations over two decades, we have built relationships with candidates with skillsets that are relevant to Jefferson County's needs.

#### Longstanding track record of success

Established in 2001, Hansell Tierney has consistently and successfully delivered IT contractors to our clients for 20 years. Our longstanding client relationships prove Hansell Tierney's consistent ability to deliver quality IT contract staff that meet our client requirements. Hansell Tierney is proud to have trusted relationships that lead to repeat contractor requests with major local organizations as outlined in Table 1.

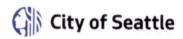
Table 1. Hansell Tierney's Longstanding Local Client Relationships



13-year partnership



7-year partnership



6-year partnership

#### Highly Skilled Technical Consultants with Strong Project Management Expertise

Hansell Tierney would like to present the following highly skilled technical consultants in consideration for Jefferson County's Ongoing Information Technology/Project Management Consultant opening: **Kelly Olson** and **Cherie Moulin**.

#### Kelly Olson

Kelly Olson is a senior level IT Project Manager with over 20 years of experience supporting projects across various government entities, with a similar scope to Jefferson County's need to Upgrade Tyler Technologies (Tyler): EnerGov (EG) Environment. Kelly's previous work helped to improve his client's operational efficiency by upgrading system environments in a timely manner.

Kelly is a certified Project Management Professional (PMP), has a Masters Certificate in Project Management from Steven's Institute of Technology, and a Bachelors of Business Administration from Seattle University. He is





experienced with Agile/Scrum/Waterfall methodologies and working in either environment. Kelly is an encouraging and collaborative project manager that values open communication to drive projects forward.

#### Kelly's Project Management Approach

Kelly's approach to IT system upgrades includes the following steps:

- Develop SOPs for upgrading environments.
- Train staff in SOP for upgrading an environment.
- Regularly coordinate across Departmental Staff, including: Treasurer, Information Technology, Community Development (DCD), Environmental Health (EH), Public Works (PW), Finance, and Vendor Company.

Kelly ensures data migration and integration tasks are completed in a timely manner by:

- Coordinating the APIs for the on-line data migration.
- · Coordinating data cleanup.
- Coordinating the API interfaces between legacy and new technologies.
- Recording the workflow development from legacy and new systems.
- Managing the system problems/reports spreadsheet.

Kelly ensures effective inter-departmental coordination and that departments use new systems & databases consistently (i.e., work is properly and efficiently routed) by:

- Developing process flows for work streams.
- Facilitating cross-department meetings and draft minutes.
- Developing best practices for data entry that facilitate consistency.
- Developing cross-department standard operating procedures.

Finally, Kelly's expertise and experience demonstrate his ability to manage a rollout of new government citizen self-service (CSS) portals by improving accuracy and completeness of online application submittals through tasks such as:

- Coordinating on-line application development with departments that improve complete and accurate submittals.
- Prioritizing applications for on-line permits.
- Identifying additional hardware/software needs.
- Conducting beta testing and making changes based on the beta testing.
- Conducting external end user training with contractors.

#### Kelly's Recent Experience

Kelly's recent projects with Sound Transit and The City of Seattle represent comparable project needs expressed in the Jefferson County scope of work. These experiences include demonstrated ability to meet schedules or deadlines and to complete projects without significant cost escalations. The table below provides additional requested information for Kelly's previous experience:



Table 2. Kelly Olson's recent successful experience

Similar Project Name	Client	Project Manager & Contact Info	Key Personnel Role
Implementation of Accela	City of Seattle	Sharon Hunter – (206) 733-9889 Sharon.hunter@kingcounty.gov	Manager
IT Infrastructure and Operations Implementation	Sound Transit	Kavitha Patil – (206) 553-3397 Kavitha.patil@soundtransit.org	Manager
IT Infrastructure Delivery for New/Existing Facilities	Seattle Children's Hospital	Eric Tan – (425) 283-3251 Eric.tan@seattlechildrens.org	Peer

Note: Kelly will not require any work to be subcontracted to another firm if he is selected for this project.

#### Kelly's Consistent Staffing Likelihood

Kelly has a strong track record of completing projects on time, within budget, and within scope. Kelly has a high degree of confidence, >95%, that they will be able to dedicate the required time needed to this Jefferson County project to complete it on time, scope, and budget.

#### Cherie Moulin

Cherie Moulin is local to the Port Townsend area and has over 20 years of IT Delivery Project and Program Management experience with extensive government experience. She applies extensive project management experience to ensure timely deliverables and maintain operational readiness. Cherie has a superior track record or reliability as a hybrid worker, and her analytical mind embraces learning and leveraging new technologies.

#### Cherie's Project Management Approach

Cherie's approach to IT system upgrades includes the following steps:

- Develop SOPs for upgrading environments.
- Train staff in SOP for upgrading the environment.
- Regularly coordinate across Departmental Staff, including Treasurer, Information Technology, Community Development (DCD), Environmental Health (EH), Public Works (PW), Finance, and Vendor Company.

Cherie ensures data migration and integration tasks are completed in a timely manner by:

- Coordinating the APIs for the on-line data migration.
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- Recording the workflow development from legacy and new systems.
- Managing the system problems/reports spreadsheet.

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- Developing process flows for work streams.
- · Facilitating cross-department meetings and draft minutes.
- Developing best practices for data entry that facilitate consistency.
- Developing cross-department standard operating procedures.

Lastly, Cherie's expertise and experience demonstrate her ability to manage a rollout of new government CSS portals by improving accuracy and completeness of online application submittals through tasks such as:

- Coordinating on-line application development with departments that improve complete and accurate submittals.
- Prioritizing applications for on-line permits.
- Identifying additional hardware/software needs.
- Conducting beta testing and making changes based on the beta testing.
- Conducting external end user training with contractors.

#### Cherie's Recent Experience

Cherie's project management experience with Los Angeles County represents comparable project needs expressed in Jefferson County's scope of work. These experiences include demonstrated ability to meet deadlines and to complete projects without significant cost escalations. The table below provides additional requested information for Kelly's previous experience:

Table 3. Cherie Moulin's recent successful experience

Similar Project Name	Client Project Manager & Contact Info		Key Personnel Role	
Implementation of	Los Angeles County	Mohammed Al Rawi –	IT Deputy	
Altiris	Assessor	(562) 256-4582		
Implementation of	Los Angeles County	Dina DeBuck – (323) 226-	Peer	
Altiris	Fire Department	4911		
Court Modernization of New Hardware and Software	Los Angeles Superior Court	Fred Nazarbegian – (626) 798-1131	Manager	

Note: Cherie will not require any work to be subcontracted to another firm if he is selected for this project.

Additional references will be provided upon request.

#### Cherie's Consistent Staffing Likelihood

Cherie has a strong track record of completing projects on time, within budget, and within scope. Cherie has a high degree of confidence, >95%, that they will be able to dedicate the required time needed to this Jefferson County project to complete it on time, within scope, and budget.



#### Hansell Tierney Fee Schedule

Hansell Tierney works with our clients on a contingent basis. We concurrently observe market conditions by following economic and employment trends on a local, regional, and national scale. By observing trends, as well as maintaining close relationships with our clients and understanding their budget restraints, we can recruit effectively for candidates that are highly qualified while staying within our client's budget. Consultants that align with the client's project scope of work are submitted at an hourly rate that aligns with the pre-agreed upon budget range. If selected, consultants' hours are billed to the client bi-weekly.

Our fees are inclusive of the following benefits: three levels of health insurance that include medical, dental, and vision, 401(k) match, and paid Washington sick leave.



#### Kelly Olson, PMP

Sr. Project Manager

Highly experienced Program Manager with over 20 years of successful completion of projects on time and under budget for Fortune 500 companies.

Successful track record of navigating large, complex IT Projects to determine the appropriate course of action in support of client needs. Adept at solving problems by collaborating with business and technical resources to ensure adherence to schedule and budget. Able to quickly master information and technologies to produce positive results. Strong background in technology, information systems, networks, data centers and software development processes.

Expert in Project Management, Resource Management, Vendor Management, Facilitation, Planning and Mentoring.

- Information Technology Implementations
- Managing team dynamics
- Defining Budgets
- Managing Costs
- Validating System Design
- Vendor Management.
- Driving Process Improvement.

- Portfolio Management
- Change Management
- Configuration Management
- Software Development Lifecycle (SDLC)
- Program Management
- Developing Business Requirements
- Directing staff in a matrixed environment

#### Senior IT Project Manager

Sound Transit on contract through Hansell Tierney June 2022 to Present

- Coordinate internal resources and third parties/vendors for the effective execution of projects.
- Drive the definition of project scope and objectives, involve all relevant stakeholders, and ensure technical feasibility.
- Developed a detailed project plan and work breakdown structure for each project to monitor and track progress.
- Report and escalate to management as needed.
- Managed the relationship with the clients and all stakeholders.
- Performed risk management to minimize project risks.

## Senior IT Project Manager

City of Seattle

April 2019 to May 2022

- Led implementation of Accela, IT Asset Management Software through delivery working closely with IT staff and leadership
- Managed the deployment of 90 ruggedized laptops for field use by Seattle Department of Transportation.
- Completed the update of the City IT Project status portal, improving accuracy and visibility.
- Full life cycle project management of application enhancement and application development projects using integrated Waterfall and Agile methodologies.
- Managed development resources, project budget (\$2.2M), and project schedule for enhancing the Project and Portfolio Management (PPM) application for Seattle Public Utilities.
- Managed contract and consultant resources to ensure compliance with contractual obligations, project schedules and budget.

## Senior Project Manager

Seattle Children's Hospital on contract through AIM Consulting



August 2018 to April 2019

 Worked with business stakeholders and department heads to ensure minimal impact while migrating teams of 30 or more to temporary locations and back during workspace remodeling.

Coordinated with the Portfolio Management Group to ensure compliance with project management reporting tools, templates, and key processes.

Senior Project Manager

Alaska Airlines on contract through AIM Consulting August 2017 to August 2018

- Drove projects to merge Virgin America support systems with Alaska Airline systems within 1 year time constraint.
- Managed vendors and internal employees to provide service desk support, deploy applications and install required infrastructure.

#### Technical Project Manager

Microsoft on contract through Ciber Global August 2010 to July 2017

- Identified the needs and prioritized work to effectively meet customer expectations.

- Gathered and provided status to management on project progress.

 Drove multiple server, SAN or network device deployment projects simultaneously, ensuring deployment details are correct and systems function per design at over 200 datacenters.

- Identified network port, VLAN and IP assignment needs to enable system network access.

Validated data center space, power and cooling availability to support hardware implementations.

#### **IT Manager**

AT&T Wireless on contract through Ciber Global June 2006 to December 2009

- Responsible for managing and leading 3 project managers, 5 platform architects & engineers supporting the Mobility Network Information Systems (NIS) organization.

- Defined and negotiated SOWs and contracts with hardware vendors and service providers.

- Monitored the performance of 3 vendors to statements of work and provided upper management with status of compliance with contractual obligations.
- Managed the work prioritization, scheduling and resource allocation for the architecture and engineering team in design and procurement of computing resource platforms.
- Drove team productivity by implementing strategies to reduce cycle times associated with platform deployments, effectively reducing implementation times by 40%.
- Managed an \$11M budget to design, procure, implement & sustain data center equipment and infrastructure.

- Managed projects and resources using the AT&T TNRP tool and Integrated Work Order System (IWOS).

- Successful data center migration by identifying technical considerations and schedule impacts to ensure business continuity.
- Managed remote and outsourced software development resources in multiple time zones and locations.

#### Senior Project Manager

The Boeing Company on contract through Fujitsu Consulting January 2005 to June 2006

- Drove changes into project control systems to maintain work statements, cost, and schedule baselines, formulating and recommending corrective action measures.
- Responsible for the activities of 5 developers while managing multiple application development projects.

- Implemented network overlay to improve network security, manageability, and maintenance.

 Managed the deployment of a performance test environment adding 50% capacity for testing customer facing production systems.

Education



## Masters Certificate in Project Management Stevens Institute of Technology Hoboken, NJ

#### Bachelor's Degree in Business Administration Seattle University Seattle, WA

# Certifications/Licenses

# Project Management Professional (PMP)

January 2005

Project Management Institute issued Project Management Professional certification.

#### Skills

Project management, budgets, business requirements, contracts, Agile, ITIL.



#### **Cherie Moulin**

PORT TOWNSEND, WA

#### IT PRACTICE MANAGEMENT & SERVICE DELIVERY THAT DRIVES TANGIBLE BUSINESS VALUE

#### SUMMARY

- A seasoned technology professional who excels at optimizing existing and launching new IT service offerings.
- Delivers targeted value to varied customer segments by combining innovative approaches with a deep understanding of pre-sales, service operations and service delivery.
- Applies extensive project management experience to ensure timely deliverables and maintain operational readiness.
- A quick, analytical mind that embraces learning and leveraging new technologies.
- A track record of superior reliability as a remote worker that is invaluable in today's post-COVID work environment.

#### QUALIFICATIONS

VISIONARY IT PRACTICE MANAGEMENT: Proficient in building – and maintaining – scalable, profitable technology practices and service delivery operations that achieve SLAs, meet client objectives and comply with highly complex regulations.

SOLUTION SALES TACTICIAN: Applies a demonstrated ability to analyze, interpret and translate data into meaningful solutions for clients. Uses strictly defined sales processes and a sales funnel that keeps opportunities moving forward. Establishes strong, deep relationships with clients while strengthening and protecting accounts. Regularly seeks ways of adding client value that competitors miss.

**MEASURES RESULTS:** Lives by the numbers: Are being SLAs achieved? Is profitability aligned with cost models? Are projects on time? How much revenue was driven? What's in the pipeline? How much has the customer base grown? **RELENTLESS LEARNER:** Never stops learning. Always looking to increase professional knowledge to profitably grow the business, make service delivery and operations more efficient.

#### SKILLS

**PROFESSIONAL SERVICES:** IT Project Delivery, Software as a Service (SaaS) • Software Development • Software Implementation

**SERVICE DELIVERY & OPERATIONS:** IT Service Management (ITSM) • IT Infrastructure Library (ITIL) • Network Operations Center (NOC) • Project Management

**PRE-SALES:** Account Management • Business Development • Business-to-Business (B2B) • Cross Selling • Lead Generation • Market Analysis • Marketing Strategy • Sales Presentations • Sales Process • Solution Selling

**CUSTOMER SERVICE:** Customer Experience • Customer Relations • Customer Retention • Customer Satisfaction

**LEADERSHIP & MANAGEMENT:** Regulatory Compliance • Staffing • Training & Development • Team Building • Team & Cross-Functional Leadership • Time Management • Vendor Management

**TECHNOLOGY TOOLS:** Agile/Scrum • Microsoft Office (Excel, Outlook, PowerPoint, Word) • Remote Services Software (Everdream, LANDesk, Remedy)

#### **EXPERIENCE**

#### PROPERTY MANAGEMENT & CONSULTING

Semi-Retired • Port Townsend, WA

October 2020 -

Presen

Estate management; construction, rental and landscaping.

Handle all aspects of property management for owners living elsewhere. Manage all home maintenance / repair, seasonal work, rental requirements and all landscaping maintenance.

**DELIVERY SENIOR SPECIALIST ADVISOR** 



# NTT DATA SERVICES • Plano, TX October 2020

January 2013 -

Top 10 IT services provider with 50,000 employees globally, ~\$205M USD annual revenue.

Strategic planning and tactical implementation of a suite of clinical and business SaaS applications used by the heavily regulated healthcare sector. Lead up to 150 cross-functional, multinational project team members in US, Mexico, India, and Malaysia with a heavy focus on continuous software development. Responsible for account budgeting, estimating, planning and objective setting. Manages contract fulfillment, performance against SLAs and resource staffing, takes corrective action where necessary.

#### SUCCESS HIGHLIGHTS:

- Profitability: Through delivery optimization, negotiation and cost controls, keeps profitability aligned with account cost
  models. Result: assigned book of business has the highest profit margins in the Western Region.
- Account Retention/Account Growth: Assigned a \$7 Million book of business scheduled to disconnect following NTT's
  acquisition of then-Dell Services. Through a balanced combination of trust-building and client needs analysis, retained
  \$3.5 Million, then grew it 28% by replacing/adding service offerings.

# PRACTICE MANAGER – GLOBAL SERVICE DESK (GSD) ALLIED DIGITAL SERVICES, LLC (ADSL) • Torrance, CA January 2013

July 2009 -

IT transformation company that designs, develops, deploys and delivers end-to-end IT Infrastructure services. Approximately 150 employees, \$28 Million annual revenue.

Building on prior success as Practice Manager – NOC, was tasked to integrate stand-alone service offerings (e.g., NOC, break-fix, deployment, etc.) into a bundled, end-to-end service offering with a single point of contact for clients. Managed GSD go-to-market strategy, sales, staffing, client communications, delivery logistics and SLA performance. Built GSD practice and teams to support both scalability and growth. Designed/documented/implemented standardized delivery methodologies across service offerings that optimized overall GSD performance.

SUCCESS HIGHLIGHTS:

Revenue Growth: Closed equivalent of \$3.18 Million per year in additional GSD contracts (133% growth) 2013 v. 2009

# EN POINTE TECHNOLOGIES, INC dba EN POINTE GLOBAL SERVICES (EPGS) • Gardena, CA July 2009

March 2006 -

Parent company En Pointe was a Microsoft-centric provider of technology solutions with over \$800 million in sales to Fortune 1000 commercial & government clientele nationwide; subsidiary EPGS was acquired by ADSL in April 2019.

A history of increasingly responsible positions earned through proven performance as follows:

# PRACTICE MANAGER – NETWORK OPERATIONS CENTER (NOC) July 2009

July 2008 -

Building on prior success as Senior Operations Manager, was tasked to broaden the NOC to include full remote infrastructure management. Transitioned all remote services from Altiris and Everdream to LANDesk. Innovated standardized delivery methodologies and operational procedures that assured predictable, profitable and repeatable service delivery results (SLA, OLA, KPIs). Developed SOWs and sales collateral that included an ROI tool and pricing models. Trained Account Managers on selling remote services and served as Subject Matter Expert for customer presentations and general pursuit and capture activities.

#### SUCCESS HIGHLIGHTS:

 Following acquisition by ADSL, was retained based on strong job performance and successfully rebuilt the service model to utilize offshore support and new capabilities.

# SENIOR OPERATIONS MANAGER (IT Delivery) 2008

April 2007 - July

Developed new service offering around remote management of desktop and laptop devices utilizing Altiris, and Everdream toolsets.



#### **SUCCESS HIGHLIGHTS:**

- Los Angeles County Assessor managed implementation of Altiris, a desktop IT asset management system
- Los Angeles County Chief Administrative Office managed Active Directory migration
- Los Angeles County Fire Department managed implementation of Altiris
- Los Angeles Unified School District managed project to configure and deploy 10,000 iPads to students
- Developed service portfolio that infused service desk offering with new remote management capabilities.
- Developed all collateral and go-to-market strategy.

# CLIENT SOLUTIONS DIRECTOR April 2007

March 2006 -

As an evangelist for En Pointe's technology portfolio, used strong solution selling and value-based selling skills to formulate innovative solutions to clients' business problems. As a technical overlay, worked closely with sales and other team members to architect deliverables that met client needs by integrating multiple technologies and service offerings.

#### SUCCESS HIGHLIGHTS:

- Developed sales presentation, qualifying and pain questions which became the company standard for use by associates.
- Rehired based on strong prior job performance 2002 2004 in this role (see earlier En Pointe employment below).

## PRIOR EXPERIENCE & WHY IT MATTERS

An additional 7 years technology sector experience focused on solution development, project management and building practices that drove revenue. Summary below, details available at time of interview.

Director, Lifecycle Management Solutions • PBM IT Solutions • May 2004 – February 2006
Client Solutions Director • En Pointe Technologies • May 2002 – April 2004
Senior Project Manager / Professional Service Manager • CompuCom/MicroAge • June 2000 – May 2002
Managing Consultant • Comdisco • June 1999 – May 2000

## **EDUCATION & SELECT CERTIFICATIONS**

- Fullerton College, Fullerton, CA 2+ years coursework towards B.S. Computer Science
- Certifications in HIPAA Compliance, ITIL Foundation, Microsoft Software Asset Management (SAM), Project Management
- An Altiris Certified Engineer, Everdream Certified Consultant, LANDesk Certified Engineer & Remedy Authorized Consultant



# **EXHIBIT B: SCOPE OF WORK** HansellTierney

Task	Description	Goal	Frequency	Estimated
Task 1:	Upgrade Tyler Technologies (Tyler): EnerGov (EG) Environment	Ensure operational efficiency by upgrading all Tyler environments in a timely manner.		Timeline 6 months
Task 1.1	Develop SOP for upgrading Tyler Environment	a unery manner.		
Task 1.2	Train staff in SOP for upgrading Tyler Environment			
Task 1.3	Regularly coordinate across Departmental Staff, including: Treasurer, Information Technology, Community Development (DCD), Environmental Health (EH), Public Works (PW), Finance, and Tyler Technologies.		Weekly	
Task 2	Data Migration and Integration	Ensure data migration/integration tasks are completed in a timely manner.		
Task 2.1	Coordinate the API for the On- Line RME data migration	,	Biweekly	6 months
Task 2.2	Coordinate the EnerGov Data cleanup		Biweekly	6 months
Task 2.3	Coordinate the API between Laserfiche and EnerGov		Biweekly	
Task 2.4	Record the Workflow Development from EG to Laserfiche	Document the workflow for operational use and support.		12 Months
Task 2.5	Manage the EnerGov Problems/Reports Spreadsheet	опроте.	Biweekly	
Task 3	Inter-Departmental Coordination	Ensure departments use the database consistently and ensure work is properly and efficiently routed.		
Task 3.1	Develop Process flows for DCD, EH, and PW		Biweekly	6 Months
Task 3.1.1	Facilitate Cross-Department Meetings and draft minutes		Biweekly	
Task 3.1.2	Develop Best Practices for Data Entry that facilitate consistency		Biweekly	18 months
Task 3.1.3	Develop Cross-Department Standard Operating Procedure		Biweekly	18 months
Task 4	Manage rollout of the CSS Portal	Improve the accuracy and completeness of on- line application submittals		
Task 4.1	Coordinate On-Line Application Development with Departments that improve complete and accurate submittals		Biweekly	8 months
Task 4.2	Prioritize Applications for On- Line Permits			9 months
Task 4.3	Identify additional hardware/software needs			9 months
Task 4.4	Conduct Beta Testing and make changes based on beta testing and with county concurrence			9 months
Task 4.5	Conduct External End User Training with Contractors			9 Months