JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS

CONSENT AGENDA REQUEST

TO: **Board of Commissioners**

FROM: **Mark McCauley, County Administrator**

DATE: **January 3, 2023**

RE: **Professional Services Agreement: BerryDunn for Strategic Planning Services**

STATEMENT OF ISSUE:

On August 22, 2022, the Board of County Commissioners approved the issuance of a Request for Proposals for Strategic Planning Consulting Services. Four firms submitted proposals. These firms were: Berk, Moss Adams, BerryDunn and Tuminello Consulting.

The Strategic Planning Committee ranked the proposals according to the published criteria and selected Berk, Moss Adams, and BerryDunn for in person interviews.

Based on the in person interviews the Strategic Planning Committee believed BerryDunn to be the best choice.

ANALYSIS:

Staff has prepared a Professional Services Agreement with BerryDunn for Strategic Planning Consulting Services, which is attached.

FISCAL IMPACT:

The contract is not to exceed $64,270, which will be paid out of the General Fund – Non-departmental. A supplemental budget request will be submitted in the 1st Quarter, 2023 to cover the cost.

RECOMMENDATION:

Approve the attached Professional Services Agreement with BerryDunn.

REVIEWED BY:

Mark McCauley [signature]
Mark McCauley, County Administrator

12/19/22
Date

PROFESSIONAL SERVICES AGREEMENT FOR STRATEGIC PLANNING CONSULTING SERVICES

THIS PROFESIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and Berry, Dunn, McNeil & Parker, LLC dba "BerryDunn" ("the Contractor"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Contractor is retained by the County to assist the County in preparing a Strategic Plan.

2. Scope of Services. Contractor 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 when the last signature is affixed hereon and continue through completion of the Strategic Plan and acceptance by the County. Work performed consistent with this Agreement during its term, put prior to the adoption of this Agreement, is hereby ratified. The Contractor 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. Payment. The Contractor 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 Contractor shall be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to Contractor shall not exceed $64,270, in accordance with the Fee Schedule attached at Exhibit B, without express written modification of the Agreement signed by the County.

   b. Invoices must be submitted by the 15th of the month for the previous month's expenses. Such invoices will be checked by the County, and upon approval thereof, payment will be made to the Contractor 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 Contractor of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work and submittal of reports under this Agreement and its acceptance by the County.

   d. Consultant shall provide invoices and necessary backup documentation for all services including 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 Contractor'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 Contractor 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 Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Contractor's endeavors. Contractor shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.

6. Compliance with laws. Contractor 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, Contractor 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 Contractor within ten (10) days. County and Contractor shall meet to discuss areas of contention in an attempt to resolve issues.

8. Indemnification. The Contractor 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 Contractor 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 Contractor and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Contractor's liability, including the duty and cost to defend, shall be only for the Contractor's negligence. It is further specifically understood that the indemnification provided constitutes the Contractor'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. Insurance. Prior to commencing work, the Contractor 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 Contractor'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 Contractors 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 Contractor 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 its elected officials, officers, and employees with the address of Jefferson County Public Health 615 Sheridan Street, Port Townsend, WA 98368, 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 is an "additional insured" to a policy obtained by the Contractor 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 Contractor 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 Contractor to take out or maintain any required insurance shall not relieve the Contractor 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 Contractor'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 Contractor.

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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

k. Insurance companies issuing the Contractor'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.

l. 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 Contractor until the Contractor 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 Contractor must provide in order to comply with this Agreement.

n. The County may, upon the Contractor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.

o. The Contractor'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 Contractor'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 Contractor 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 Contractor 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 Jefferson County Public Health Contracts Manager by registered mail, return receipt requested.

u. The Contractor 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 reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

10. <u>Worker's Compensation (Industrial Insurance).</u>

a. If and only if the Contractor 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 Contractor, the Contractor 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 Jefferson County Public Health, 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 Contractor 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 Contractor.

11. Independent Contractor. The Contractor and the County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement. The Contractor specifically has the right to direct and control Contractor'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 Contractor nor any employee of Contractor 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 Jefferson 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 Contractor, or any employee of Contractor.

12. Subcontracting Requirements.

a. The Contractor 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 Contractor 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 Contractor 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 Public Health Director or their designee must approve any proposed subcontractors in writing.

c. Any dispute arising between the Contractor 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 Contractor's performance required by this Agreement.

13. Covenant Against Contingent Fees. The Contractor warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, 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 Contractor, 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. Discrimination Prohibited. The Contractor, 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 Contractor 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 Contractor.
   b. The County shall give the Contractor 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 Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor 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 Contractor 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. Notices. 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 County shall be sent to the following address:

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

Notices to Contractor shall be sent to the following address:

Seth Hedstrom
221 Congress Street
Portland, ME 04102

19. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between the County and the Contractor 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 Contractor ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Contractor, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.

20. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Contractor.

21. Disputes. 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 Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem 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 Superior Court in accordance with the

laws of the State of Washington. The Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.

22. Section Headings. 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. Limits of Any Waiver of Default. 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. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.

27. No Assignment. The Contractor 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. Signature in Counterparts. 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. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.

31. Arms-Length Negotiations. 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 Contractor 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 Contractor further agrees that upon receipt of any written public record request, Contractor 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)

DATED this _______________ day of __________________, 20_____.

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: ________________________________
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:

Barbara Dykes Ehrlichman 12/27/22 signed on behalf of
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

BERRYDUNN

____
By: Date

____
Name/Title

Exhibit A: Statement of Work

Below and on the following pages, we outline our work plan to efficiently and effectively guide the County and its stakeholders through the strategic planning process.

Phase 0: Project Initiation and General Project Management

0.1 Prepare for and conduct an initial project planning meeting. We will conduct initial project planning with the County Administrator and strategic planning committee (SPC) to identify project milestones and expectations for stakeholder engagement in the strategic planning process. We will introduce key team members, clarify project goals and objectives, identify known project constraints, and refine dates and/or tasks, as appropriate. We will discuss our approach for managing communications between BerryDunn and the County, as well as our approach to scope, risk, and resource management. We will also review possible formats for the final Jefferson County Strategic Plan. These discussions will help us to refine our currently proposed Project Work Plan and Schedule.

0.2 Request, compile, and review documents and data. We will request and compile documentation and data to help us better understand the County's current environment and inform engagement activities.

Examples include:

- Key performance metric data
- Program descriptions and data
- Past internal and external assessments
- Past strategic plans and associated material
- Other existing County planning and policy documents, organizational charts, staffing, and budgeting details (i.e., the County's Comprehensive Plan)
- Previous surveys of County stakeholders and staff • Demographic, economic, and community data and forecasted trends from the U.S. Census Bureau, the U.S. Bureau of Labor Statistics, American Community Survey, U.S. Department of Education, Centers for Disease Control and Prevention, the Opportunity Index, and other state and local data sources
- Once provided, we will review the documentation and data to help us produce an Environmental Scan and Situational Analysis that will inform engagement activities.

0.3 Develop a Project Work Plan and Schedule. Based on the information gathered from our initial project planning meeting and document and data review activities, as well as from those details enclosed in this proposal, we will develop the Project Work Plan and Schedule, which will outline the tasks and timelines for the strategic planning process. The Project Work Plan and Schedule will also include agreed-upon procedures between BerryDunn and the County related to project control, including quality management and deliverable submission/acceptance management. After providing draft versions of these materials in advance, we will facilitate a videoconference with the County's SPC to review the drafts and solicit feedback. This videoconference will introduce the County's SPC to our document review process and provide an opportunity for the County to share input on a critical step in the process. We will incorporate the County's feedback and finalize the documentation before distributing it to the County in final form.

□ Deliverable 1 – Project Work Plan and Schedule

0.4 Develop communications and messaging. We will develop communications and messaging to build awareness for the process, its intended outcomes, and opportunities for stakeholders to get involved. We will review messaging and communications with the County's SPC before finalizing and distributing them.

0.5 Develop questions and protocols for interviews and focus groups. To understand how County staff, Board members, and other key stakeholders view the current environment and issues of strategic importance—and to gather information for the Environmental Scan and Situational Analysis—our project team will develop questions and protocols to guide individual interviews, focus groups, and the surveys we develop to engage the community. We will review the questions and protocols with the County's SPC to build consensus and solicit feedback before updating them to final.

Some of the topics we will address are:

- What current and/or emerging trends have the biggest influence on where the County's efforts and resources should be focused?

- What are the potential scenarios that the County should be prepared for in the coming two, five, and ten years?

- What is the most pressing problem or concern facing the County?

- What is the County's long-term vision for the lives of its residents?

- What are the most important and/or critical community needs the County can address in the near future?

- How effective is the County's existing service delivery and programming in meeting the needs of the community? What service gaps exist, and how should they be addressed?

- What opportunities could more effectively leverage the County's existing plans, efforts, resources, and capacity to achieve better outcomes in terms of the County's programming, service delivery, and investments across the community?

- What does the County desire to address or accomplish on behalf of its residents?

In addition to developing questions and protocols, we will also work with the County's SPC to schedule and communicate opportunities to involve appropriate stakeholders and stakeholder groups.

0.6 Conduct Biweekly Status Meetings. Our project manager, Michelle Kennedy, will conduct Biweekly Status Meetings with the County's SPC on an ongoing basis throughout the strategic planning process. We will use these meetings to describe the activities and accomplishments for the reporting period; plans for the upcoming month; risks or issues encountered during the reporting period; and anticipated problems that might impact project deliverables. We will also use these meetings to highlight any work products and approaches that will contribute to deliverable development.

□ Deliverable 2 – Biweekly Status Meetings

Phase 1: Discovery

1.1 Compile and analyze economic and demographic outlook data for the County and surrounding region. We will identify and examine other similarly sized governmental agencies and non-profits with similar focuses to benchmark in collaboration with the County's SPC. This will help us identify strengths, weaknesses, and opportunities for improvement in these organizations to apply to or learn from in terms of the County's current engagement. We will review and inventory organizational and operational data and documentation to identify service gaps and opportunities for programming, partnerships, and collaboration to advance the safety, health, prosperity, and economic welfare of County residents and businesses

1.2 Conduct stakeholder interviews. We will conduct individual and/or group interviews with selected stakeholders—including Board members, County staff, local government chief executives, local business leaders, local citizen groups, and others as deemed appropriate—to thoroughly review and assess County services and the needs of residents. These interviews will be guided by previously developed questions and protocols. Working with these diverse stakeholder groups, we will help ensure alignment and cohesion for the County's strategic direction, as well as generate excitement, promote consensus and buy-in, and encourage participation and involvement in the process.

1.3 Develop and administer the County's Social Pinpoint site. We will utilize tools and technology that will help encourage collaboration with the County and its stakeholders. One of these tools, Social Pinpoint, will be customized to reflect the exact goals, needs, objectives, and background for the County's strategic planning project and leveraged to encourage engagement. We will work in collaboration with the County to help ensure its landing page is built thoughtfully and speaks to its culture as well as its relationship with its residents. Additionally, within this landing page, County stakeholders will have access to an external survey based on previously developed questions, an idea wall, and other engagement tools that will help gather information related to the County's current environment.

1.4 Synthesize information gathered and develop an initial Environmental Scan draft. We will synthesize information gathered through quantitative and qualitative research, document and data review, and Social Pinpoint to develop an initial Environmental Scan and Situational Analysis draft. The format of the initial Environmental Scan and Situation Analysis draft will be a highly visual and compelling slide deck and will be used to inform the upcoming strategic planning sessions. The presentation will provide an overview of the County's current environment; a thorough strengths, weaknesses, opportunities, and threats analysis; discovery outcomes; and key considerations related to the County's economic outlook. This initial draft will be presented to the County's SPC to solicit input and gain consensus.

1.5 Update the initial Environmental Scan and Situational Analysis draft to final. We will incorporate the County's SPC's feedback in our draft. The updated Environmental Scan and Situation Analysis will guide and inform strategic planning sessions once final and generate excitement for the process amongst stakeholders, encourage new ideas, and foster a sense of cohesion and optimism for the future.

- Deliverable 3 – Environmental Scan and Situational Analysis

Phase 2: Meet and Retreat

2.1 Develop the meeting design and agenda for the Board's strategic planning retreat. We will design and develop the format for the Board's strategic planning retreat to provide structure and maximize impact. The retreat's design and agenda will guide strategic planning progress and will include a presentation of the Environmental Scan and Situation Analysis to provide participants with a shared understanding of the County's current environment, the trends that are affecting it, opportunities for the future, and key takeaways from engagement activities. The retreat will focus on building consensus and refining the strategic priorities identified, as well as the County's vision and key results. We will review the meeting design and agenda with the County's SPC before updating to final.

2.2 Facilitate the Board's strategic planning retreat. The Board's strategic planning retreat will be held for one or two days and will focus on discussing and deliberating the results of the Environmental Scan and Situational Analysis, as well as gathering information and data to inform strategic planning efforts. The Environmental Scan and Situational Analysis will serve as both an organizational and external overview that assess opportunities and threats facing the County in the coming five years. This will include information on availability and limitation of resources, as well as tools that the County can use to further its goals. These sessions will be guided by the previously developed meeting design and agenda, as well as the Environmental Scan and Situational Analysis. We will use the ICA ToP® facilitation methodology, designed to produce group consensus, to address and resolve any conflicting values or visions. We will document the outcomes of this session to review with the County's SPC and plan for next steps.

- Deliverable 4 – Board Strategic Planning Report

Phase 3: Document and Vet

3.1 Develop objectives and performance measures. Following the Board strategic planning retreat and other collaboration efforts, we will partner with the County Administrator and senior leadership to develop objectives and performance measures to support the vision and strategic priorities previously identified.

3.2 Develop the Initial Jefferson County Strategic Plan Draft and Executive Summary. We will develop the Initial Jefferson County Strategic Plan Draft and Executive Summary in an agreed-upon format for the final document. This plan will include the County's refined mission, vision, and values statements; strategic priorities and goals; objectives, strategies, and tactics; and performance metrics and outcome measures. It will also include an executive summary, the strategic plan development process, and a plan and timeline for carrying out the strategic plan internally and externally. The plan will also include recommended future follow-up activities, considerations for action and implementation planning, and the means to evaluate progress. We will review this draft with the County's Administrator and SPC to solicit feedback and create opportunities for select stakeholders to review and provide feedback, before updating and preparing it for presentation to the Board.

3.3. Create the graphic design of the Jefferson County Strategic Plan. We will develop the design aspect of the Strategic Plan that speaks to the County's identity and culture. This will be embedded into the design created by highly qualified external resources.

- Deliverable 5 – Draft Jefferson County Strategic Plan and Executive Summary

3.4 Develop communication materials. We will develop communication materials and implement a process for distribution of the draft Jefferson County Strategic Plan to stakeholders to solicit feedback.

- Deliverable 6 – Recommended Material for Public Distribution and Outreach

Phase 4: Approve and Launch

4.1 Update Draft Strategic Plan and Executive Summary. We will work with the County Administrator and SPC to incorporate stakeholder feedback. We will then prepare a final draft of the Jefferson County Strategic Plan for Board approval.

4.2 Develop an implementation plan. Using the Jefferson County Strategic Plan as the basis, we will develop an implementation plan with milestones and benchmarks to measure and evaluate progress.

4.3 Prepare and present the Jefferson County Strategic Plan and accompanying Implementation Plan. After we incorporate the County's feedback, we will present the final Jefferson County Strategic Plan and Implementation Plan to the County Board for review and approval and to promote buy-in for the process, its outcomes, and the County's plans for the future.

- Deliverable 7 – Final Jefferson County Strategic Plan and Implementation Plan

4.4 Conduct project closeout activities. Once the strategic planning effort is complete, we will perform closeout activities, including providing the County with documentation developed and collected during the process, and conducting lessons learned and knowledge-sharing activities. By conducting this task, the County will be equipped to continue to progress toward its vision and to successfully implement its plan, even after the project is complete.

Exhibit B: Fee Schedule

Table 1 presents our fixed-fee cost to the County for its requested work effort.

Table 1: Cost by Phase

Phase	Fixed-Fee Cost
Phase 0: Project Initiation and General Project Management	$14,760
Phase 1: Discovery	$15,690
Phase 2: Meet and Retreat	$7,350
Phase 3: Document and Vet	$12,470
Phase 4: Approve and Launch	$8,000
Total Fixed-Fee Cost (excluding travel expense)	$58,270
Travel Expense Estimate*	$3,000
Strategic Plan Professional Design Services	$3,000

*Travel will only be billed as incurred.

Maximum Contract Cost: $64,270