

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into by and between Fremont County, Idaho (hereinafter, "Fremont County"), acting by and through its Board of County Commissioners, "ENTITY" and P2 Solutions herein "CONTRACTOR"

THE PARTIES AGREE AS FOLLOWS:

SCOPE OF WORK

ENTITY engages CONTRACTOR to perform the following tasks associated with the HUD Sustainable Communities Planning Grant for the Western Greater Yellowstone Consortium:

P2 Solutions will provide public participation and facilitation services to the Western Greater Yellowstone Consortium for a three year contract period ending January 31, 2015. That support will include public participation, facilitation, and training services. Specific tasks will include facilitation support for the Consortium Leadership Team, public participation capacity building training for Community Resource people representing each of the Project Advisory Teams, coordination for development of a public participation strategy for each of the ten Project Advisory Teams, and public participation/facilitation support for each of the Project Advisory Teams (yet to be defined).

The work is proposed for two phases.

- Phase I will span the first six months of the project and will result in the development of public participation strategies for each of the Project Advisory Teams and development of an comprehensive approach including an integrated schedule and consistency in implementation for public participation support for all grant deliverables.
- Phase II will run the rest of the contract period and will be described more completely as a result of consultation with the Project Advisory Teams during Phase I.

Phase I

Task 1. Facilitation Support for the Consortium Leadership Team

P2 Solutions will provide facilitation support to the Consortium Leadership Team for meetings over the duration of the three-year project.

Milestones: Two meetings are planned:

- February 2, 2012 Consortium Leadership Team meeting
- February 15, 2012 Organizational Meeting (to include invited stakeholders)

Additional meetings may be supported at the direction of Fremont County.

Deliverables: For each meeting that is facilitated by P2 Solutions, a "Group Memory" will be prepared.

Budget: Labor hours to support Task 1 during Phase I is estimated at 40 hours during the first six months on the project. It is assumed that travel costs associated with supporting this task will not exceed \$300.

Task 2. Public Participation Capacity Building

Wendy Lowe, owner of P2 Solutions, is a licensed trainer under the auspices of the International Association for Public Participation. She will deliver one session of the Certificate Program (40 hours) for a group to include one designated "Community Resource" person for each of the Project Advisory Teams. The objective of the training will be to develop capacity within each team to design, plan, and conduct planned public participation support activities to support the Team's efforts. Other direct costs will include those associated with delivering the licensed material (including licensing and manuals). (Additional participants – not to exceed a total of 24 participants - could be accommodated during the training at additional cost to be paid by the participants.) It is assumed this training will be delivered at a training venue provided by one of the Consortium members.

Milestone: Training to be conducted no later than the week of June 25, 2012

Deliverables: Certificate for each participant

Budget: Labor hours to support Task 2 will total 40 hours and the task will be completed by June 30, 2012. It is assumed that travel costs will not exceed \$1000 and other direct costs (including licensing fee payable to IAP2 and training manuals) will not exceed \$3,000.

Task 3. Direct Development of Public Participation Strategies for each of the Project Advisory Teams

P2 Solutions will work independently with the designated community resource person from each Project Advisory Team to develop a public participation strategy and plan for the duration of the three-year project term. P2 Solutions will ensure an integrated, consistent approach to accomplish comprehensive results. This work will conclude with a "summit" meeting of all of the community resource people to share plans and develop an integrated approach.

Milestone:

- July 18, 2012 Summit for the ten designated Community Resource people

Deliverables: Integrated Public Participation Plan with a summary of strategies for each Project Advisory Team and an integrated schedule

Budget: Labor hours to support Task 2 will not exceed 80 hours (eight hours per team). It is assumed that no travel will be required for this task. The deliverable for this task will be an.

Phase II

Task 1. Facilitation Support for the Consortium Leadership Team

P2 Solutions will provide continuing facilitation support to the Consortium Leadership Team for meetings over the remainder of the three-year project. Labor hours to support Task 1 during Phase II is estimated at 40 hours. It is assumed that travel costs associated with supporting this task will not exceed \$400.

Milestones, deliverables, and detailed budget to be determined during Phase I.

Task 4. Public Participation/Facilitation Support for the Ten Project Advisory Teams

P2 Solutions will provide on-going public participation support as needed for the duration of the project. For Tasks 4.1 through 4.10, work to be delivered under this contract has yet to be defined. The scope of work and deliverables for public participation activities to support development of each grant deliverable will be developed in consultation with each of the Project Advisory Teams during Phase I (see Task 3). It is currently assumed that support will include strategic advice, on-going coaching to the designated community resource person, and facilitation support as needed, not to exceed an average of 40 hours per Team. It is assumed that travel costs for Task 4 will not exceed \$1,500.00

Task 4.1. GY Framework for Sustainable Development – Certification Process and Technical Support Fund public participation support and/or facilitation, currently estimated at 40 hours between August 1, 2012 and January 31, 2015.

Task 4.2 Comprehensive Resource Plan and Sustainability Strategy public participation support and/or facilitation, currently estimated at 40 hours between August 1, 2012 and January 31, 2015.

Task 4.3. Model Development Code for Greater Yellowstone public participation support and/or facilitation, currently estimated at 40 hours between August 1, 2012 and January 31, 2015.

Task 4.4. Feasibility Study for Regional Recycling Infrastructure public participation support and/or facilitation, currently estimated at 40 hours between August 1, 2012 and January 31, 2015.

Task 4.5. Greater Yellowstone Workforce Assessment public participation support and/or facilitation, currently estimated at 40 hours between August 1, 2012 and January 31, 2015.

Task 4.6. Multi-Modal Transportation Assessment public participation support and/or facilitation, currently estimated at 40 hours between August 1, 2012 and January 31, 2015.

Task 4.7. Multi-faceted Housing Study and Inventory of Housing Stock public participation support and/or facilitation, currently estimated at 40 hours between August 1, 2012 and January 31, 2015.

Task 4.8. Energy Resource Assessment public participation support and/or facilitation, currently estimated at 40 hours between August 1, 2012 and January 31, 2015.

Task 4.9. Groundwater Protection Strategies and Demonstration public participation support and/or facilitation, currently estimated at 40 hours between August 1, 2012 and January 31, 2015.

Task 4.10. Regional Index of Sustainability Indicators public participation support and/or facilitation, currently estimated at 40 hours between August 1, 2012 and January 31, 2015.

Milestones, deliverables, and detailed budget for all Subtasks to be determined during Phase I.

COMPENSATION

Task	Estimated Hours & Costs	Invoice Amounts & Dates
Phase I		
Task 1 – Facilitation Support for the Consortium Leadership Team • February 2, 2012 meeting – conduct meeting and produce group memory by Feb 10 • February 15, 2012 meeting – conduct meeting and produce group memory by Feb 23	Hours 40 Labor \$4,600 Travel \$300	April 1, 2012 \$3,420
		Balance (\$1,480) as requested
Task 2. Public Participation Capacity Building • Training to be conducted no later than June 25, 2012	Hours 40 Labor \$4,600 ODCs \$3,000 Travel \$1,000	July 1, 2012 \$8,600
Task 3. Direct Development of Public Participation Strategies for each Project Advisory Team • July 18, 2012 Summit for the Community Resource Team – conduct summit and produce group memory and integrated schedule for Phase II no later than July 31, 2012	Hours 80 Labor \$9,200 Travel \$0	August 1, 2012 \$9,200
Phase II		
Task 1 – Facilitation Support for the Consortium Leadership Team (schedule yet to be determined)	Hours 40 Labor \$5,000 Travel \$400	To be determined
Task 4 – Public Participation Support for the ten Project Advisory Teams (schedule yet to be determined)	Hours 400 Labor \$46,000 Travel \$1,500	Bi-monthly

*All consultant travel will be reimbursed at published federal rates upon presentation of travel vouchers detailing lodging, per diem, and transportation costs.

Payment will be made within 30 days of presentation of deliverables and consultant invoices for work performed.

Deliverables

Task	Deliverables	Due Date
Phase I		
Task 1 – Facilitation Support for the Consortium Leadership Team <ul style="list-style-type: none"> • February 2, 2012 meeting – conduct meeting and produce group memory • February 15, 2012 meeting – conduct meeting 	• Group Memory, Feb 2, 2012 meeting	February 10, 2012
	• Group Memory, Feb 15, 2012 meeting	February 23, 2012
Task 2. Public Participation Capacity Building	Training, including certificates for all participants	June 15, 2012
Task 3. Direct Development of Public Participation Strategies for each Project Advisory Team <ul style="list-style-type: none"> • July 13, 2012 Summit for the Community Resource Team 	<ul style="list-style-type: none"> • Group Memory, July 18, 2012 summit • Integrated Public Participation Plan with summary of strategies for each Project Advisory Team and integrated schedule 	July 31, 2012
Phase II		
Task 1 – Facilitation Support for the Consortium Leadership Team (yet to be determined)	To be determined	January 31, 2015
Task 4 – Public Participation Support for the ten Project Advisory Teams	To be determined	January 31, 2015

RIGHT OF CONTROL

ENTITY agrees that it will have no right to control or direct the details, manner, or means by which CONTRACTOR accomplishes the results of the services performed hereunder. CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days. CONTRACTOR agrees, however, that her other contracts or services shall not interfere with the performance of their services under this Agreement.

INDEPENDENT CONTRACTOR RELATIONSHIP

CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of ENTITY. ENTITY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by ENTITY.

FEDERAL, STATE, AND LOCAL PAYROLL TAXES

Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR'S

income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.

SKILLS AND EXPERIENCE

CONTRACTOR represents that she possesses the skill and experience necessary and all licenses required to perform the services under this agreement. CONTRACTOR further agrees to comply with all applicable laws in the performance of the services hereunder.

FRINGE BENEFITS

Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participated in, any employee pension, health, or other fringe benefit plans of ENTITY.

EFFECTIVE DATE

This contract will run from February 1, 2012, through January 30, 2015.

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representatives under this agreement.

TERMINATION

The obligation to provide services under this agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon receipt of the written notice to terminate, the defaulting party shall have ten (10) days to cure the default to the satisfaction of the terminating party.

NONWAIVER

Failure of either party to exercise any of the rights under this agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

CHOICE OF LAW

Any dispute under this agreement, or related to this agreement, shall be decided in accordance with the laws of the State of Idaho.

ENTIRE AGREEMENT

This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

SEVERABILITY

If any part of this agreement is held unenforceable, the remaining portions of the agreement with nevertheless remain in full force and effect.


ATTORNEY FEES

Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this agreement or to declare forfeiture or termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date below.

DATED this 21st day of February, 2012.

FREMONT COUNTY COMMISSION



Ronald "Skip" Hurt, Chairman

ATTEST:

Abbie Mace, Clerk

CONTRACTOR

Wendy Green Lowe

Wendy Green Lowe, Owner
P2 Solutions