

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
Philip Morley, County Administrator

FROM: Kate Driehaus, WSU Jefferson County Extension

DATE: February 4, 2013

RE: Contract with 10,000 Years Institute

STATEMENT OF ISSUE:

This contract allows the 10,000 Years Institute to conduct a series of buffer management workshops designed to educate attendees about native plants, wetlands, vegetative buffers and noxious weed management practices.

ANALYSIS:

These workshops are part of grant deliverables WSU Extension is working on in partnership with the Watershed Stewardship Research Center. Given that 10,000 Years Institute has extensive native plant and wetland habitat knowledge and experience, WSU Extension believes their services are a valuable contribution to these educational workshops.

FISCAL IMPACT:

\$2499.00 – expense is 100% grant funded

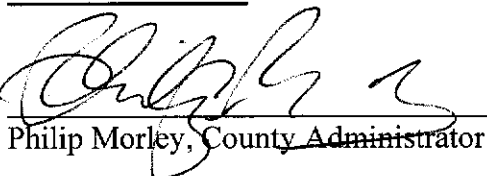
RECOMMENDATION:

We recommend that the Commissioners approve this modification to the agreement

DEPARTMENT CONTACT:

Kate Driehaus 379-5610 Ext. 206

REVIEWED BY:


Philip Morley, County Administrator

1/31/13
Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
10,000 YEARS INSTITUTE AND JEFFERSON COUNTY**

THIS AGREEMENT is between the County of Jefferson, a municipal corporation, hereinafter referred to as *the County*, on behalf of Jefferson County Extension, and 10,000 Years Insitute, hereinafter referred to as *the Contractor*, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

2. Scope of Services. The scope of services is as follows. Contractor agrees to perform the services, identified on Exhibit "A" attached hereto, including the provision of all labor, materials, equipment and supplies.
3. Time for Performance. The time for performance is as follows. Contractor shall perform all services identified in Exhibit "A": beginning March 1, 2012 and shall deliver all work products required pursuant to this agreement. Contractor shall perform all services and provide all work products required pursuant to this agreement by June 30, 2013 which shall be the termination date for 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. Total Payment for the work provided by Contractor shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to Contractor shall not exceed **\$2499.00** without express written modification of the agreement signed by the County.
 - b. Contractor may submit invoices to Jefferson County Extension for payment by the County for work completed. The County will review such invoices, and upon approval thereof, payment will be made to the Contractor in the amount approved.
 - c. Payment as provided in subsection a. of this section shall be full compensation for work performed, services rendered, materials and incidentals necessary to complete the work.
5. Ownership and Use of Documents. All 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.
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. Indemnification.

The Contractor shall indemnify and hold the County, and its officers, employees, and agents harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from the Contractor's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a Contractor to indemnify the County against and hold harmless the County from claims, demands or suits based solely upon the conduct of the County, its officers, employees and agents, and; provided further that if the claims or suits are caused by or result from the concurrent negligence of: (a) the Contractor's agents or employees; and, (b) the County, its officers, employees and agents, this indemnity provision with respect to claims or suits based upon such negligence, and/or the costs to the County of defending such claims and suits, etc., shall be valid and enforceable only to the extent of the Contractor's negligence, or the negligence of the Contractor's agents or employees. Claims against the County shall include, but not be limited to assertions that the use and transfer of any software, book, document, report, film, tape, or sound reproduction of material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or an unlawful restraint of competition.

8. Insurance.

The CONTRACTOR shall obtain and keep in force during the terms of the AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

- a) Workers' Compensation and Employer's Liability. The Contractor shall procure and maintain during the life of the contract, Workers' Compensation Insurance, including employers' liability coverage in accordance with the laws of the State of Washington.

9. 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. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. 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. 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.

10. Covenant Against Contingent Fees. The Contractor warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Contractor, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide 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 contract. For breach or violation of this warranty, the County shall have the right to annul this contract 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.

11. 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, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

12. Assignment.

The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of the county.

13. 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.

14. Termination.

a. The County reserves the right to terminate for failure to meet the terms and conditions of this agreement this agreement at any time by giving thirty (30) days written notice to the Contractor.

b. The County reserves the right to terminate this contract in whole or in part, without prior written notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.

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 the renegotiation of this agreement between surviving members of the Contractor and the County, if the County so chooses.

15. Notices.

Notices to the County shall be sent to the following address:

Philip Morley, County Administrator

P.O. Box 1220

Port Townsend, WA 98368

Laura Lewis, Director

Jefferson County Extension

201 West Patison, Port Hadlock, WA 98339

Jill Silver, 10,000 Years Institute

POB 1742

Port Townsend WA 98368


**Attachment: Attachment 1 –
Exhibit A: Scope of Services**

DATED this _____ day of _____, 2012.

JEFFERSON COUNTY
BOARD OF COMMISSIONERS

John Austin, Chair

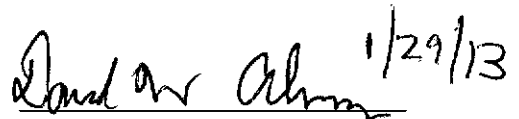
CONTRACTOR



Jill Silver
10,000 Years Institute
POB 1742
Port Townsend WA 98368

ATTEST:

Deputy Clerk of the Board



APPROVED AS TO FORM ONLY:

DAVID W ALVAREZ
Deputy Prosecuting Attorney

ATTACHMENT A - SCOPE OF WORK

Element E - LID & Vegetation Workshops; and Demo Sites

E.5 Buffer management workshops

Description: A series of workshops will be co-hosted by WSU, DCD and the Jefferson Noxious Weed Control Board. The workshops will teach citizens to enhance buffer functionality while allowing them uses and views – and to identify noxious weeds and proper and safe techniques for their removal with the goal of reducing pesticides.

Focus: Assist in development of a series of at least three (3) workshops to educate attendees about native plant functions, importance and values of wetlands and vegetated buffers, noxious weed identification, and best management practices for noxious weed control. Preference is to include both classroom and field learning portions for each workshop; Target residential landowners, especially those with shorelines and/or critical areas and buffers on their property, especially recent permittees.

Deliverables:

- 1) Attend Planning meetings for Buffer Management Workshops including: meetings to identify the best three locations, dates and times for the workshops; meetings and emails to discuss and determine content and the most productive approach to the communities; meetings to evaluate the workshops.
- 2) Design educational powerpoint presentations that include general buffer and wildlife information and also information specific to each of the three determined workshop locations.
- 3) Conduct a buffer management presentation and field trip at each of the three workshops to teach vegetation function, appropriate use, noxious weed identification and safe removal techniques.
- 4) Provide evaluation feedback from the workshops.

REPORTING - PROGRESS REPORTS:

10,000 Years Institute will prepare and submit joint progress reports and payment requests, to be submitted no more than monthly. At a minimum, progress reports may be submitted quarterly for the reporting periods of January - March, April - June, July - September, and October - December. DCD is required by its grant agreement with EPA to submit semi-annual reports within 30 days of the end of the reporting period (October – March due in April; April - September due in October). In order to ensure timely submittal of progress reports to EPA, 10,000 Years Institute progress reports and payment requests shall be submitted to WSU Extension no later than fifteen (15) days following the end of each reporting period.

At a minimum, progress reports must contain: a comparison of actual accomplishments to the objectives established for the period; the reasons for the delay if established objectives were not met; analysis and explanation of any cost overruns; and any additional pertinent information specified in this agreement.

CONFORMANCE WITH EPA GRANT AGREEMENT CONDITIONS

A copy of Jefferson County's Cooperative Agreement with the EPA is included herein, including Amendment 1 (see attached). WSU Extension and 10,000 Years Institute shall comply with all Administrative Conditions and Programmatic Conditions of the Grant Agreement and all Jefferson County requirements (reporting, subaward bidding/contracts, etc.).

Equipment will not be purchased without prior approval in accordance with Jefferson County's EPA Cooperative Agreement.

All terms regarding minority employment, civil rights, compliance with laws and procedures in the Grant Agreement will also apply to this agreement.

10,000 Years Institute will acknowledge and inform the public about EPA funding and participation in this project through the use of project logos, signs and/or acknowledgement in published materials and reports, news media, or other public announcements. Site-specific locations must utilize appropriately sized and weather-resistant signs.

PROJECT SCHEDULE

All tasks must be completed before the June 30, 2013 contract expiration and reimbursement requests submitted before July 30, 2012..

PROJECT BUDGET

Total agreement cost not to exceed \$2,499.