



JEFFERSON COUNTY PUBLIC HEALTH

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January 29, 2013

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jared Keefer, Environmental Health and Water Quality
Director
Tami Pokorny, Environmental Health Specialist II

DATE: March 11, 2013

SUBJECT: Personal Services Agreement with Feiro Marine Life
Center for Needs assessment/marine education for the
NPC MRC; July 1, 2012 – June 30, 2013; \$12,350

STATEMENT OF ISSUE:

Jefferson County Public Health, Water Quality Division, requests Board approval of the Personal Services Agreement with Feiro Marine Life Center for Needs assessment/marine education for the NPC MRC; July 1, 2012 – June 30, 2013; \$12,350

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

On November 26, 2012, Jefferson County entered an agreement (Grant #12-1735) with the Washington State Department of Fish and Wildlife (DFW) to provide pass-through funds to support approved projects of the North Pacific Coast Marine Resources Committee (NPC MRC), including educational services to be provided by Feiro Marine Life Center (Feiro) and its partners.

Feiro will conduct an education assessment in western Jefferson and Clallam county schools to identify the needs of classroom teachers related to coastal environments and processes. They will update the *Ocean Science: Trash Free Seas* curriculum and provide it to elementary schools and, as feasible, homeschoolers. Additional training will be developed specifically for coastal teachers. Anticipated program partners include the Olympic Coast National Marine Sanctuary, the Seattle Aquarium, Olympic National Park, NatureBridge and NOAA Fisheries.

This work will support the NPC MRC benchmark to promote stewardship and understanding of coastal, estuarine and marine resources.

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FISCAL IMPACT/COST BENEFIT ANALYSIS:

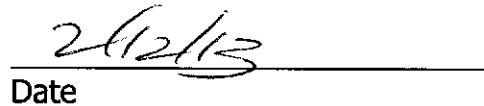
The costs to complete this project are fully funded through DFW #12-1735. No match from Jefferson County is required.

RECOMMENDATION:

JCPH management requests approval of the Personal Services Agreement with Feiro Marine Life Center for Needs assessment/marine education for the NPC MRC; July 1, 2012 – June 30, 2013; \$12,350

REVIEWED BY:


Philip Morley, County Administrator


Date

(Routed to all Public Health Managers)

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PERSONAL SERVICES AGREEMENT

Between

Feiro Marine Life Center

And

Jefferson County

For

Continuing Partnerships for Marine Education

THIS AGREEMENT is entered into between the County of Jefferson a municipal corporation, hereinafter referred to as "the County", and Feiro Marine Life Center, hereinafter referred to as "the Subcontractor", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Subcontractor is retained by the County to develop a needs assessment and provide an updated *Ocean Science: Trash Free Seas* program to elementary school communities on the outer coast. The personal services are funded by a grant from the Washington State Department of Wildlife (DFW) Grant 12-1735.
2. Scope of Services. Subcontractor agrees to perform the services, identified on **Exhibit A**, attached hereto, including the provision of all labor, materials, equipment, and supplies.
3. Time for Performance. This Agreement shall commence on July 1, 2012 and continues through June 30, 2013 unless terminated as provided herein. The agreement may not be extended beyond June 30, 2013.
4. Payment. The Subcontractor shall be paid by the County for completed work and for services rendered under this agreement as follows:
 - a. The Subcontractor will be reimbursed for all work performed under the terms of this contract. Payment for the work provided by the Subcontractor shall not exceed \$12,350 in the completion of this project without express written amendment signed by both parties to this Agreement.
 - b. Funding for this contract will be provided by a DFW grant. If funding from DFW is withdrawn, reduced, or limited in any way after the effective date of this agreement, this contract may be renegotiated or terminated as provided herein.
 - c. The Subcontractor may submit invoices to the County once per month, but not less than quarterly, during the progress of the work for work completed to date. Such invoices will be checked by the County, and upon approval thereof, payment will be made to the Subcontractor in the amount approved.
 - d. Final payment of any balance due the Subcontractor of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work under this agreement and its acceptance by the County.
 - e. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.

- f. The Subcontractor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Subcontractor 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 Subcontractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Subcontractor's endeavors.
6. Compliance with Laws. Subcontractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.
7. Indemnification.
 - a. Each party shall defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this agreement, except for injuries and damages caused by the sole negligence of a party.
 - b. Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the parties, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this agreement.
8. Insurance. The Subcontractor shall obtain and keep in force during the terms of the Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.05:
 - a. Worker's compensation and employer's liability insurance as required by the State of Washington.
 - b. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$500,000 each occurrence.
9. Independent Contractor. The Subcontractor and the County agree that the Subcontractor 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 Subcontractor nor any employee of Subcontractor 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

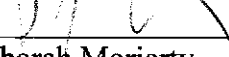
NPC MRC Feiro Marine Life Center


Subcontractor, or any employee of Subcontractor.

10. Discrimination Prohibited. The Subcontractor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
11. Termination. The County reserves the right to terminate this contract in whole or in part, without prior written notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.
 - a. This agreement may also be terminated as provided below:
 - i. With 30 days notice by the Board of County Commissioners for any reason, or
 - ii. With 30 days notice by the Board of County Commissioners for non-performance of the specific job duties in **Exhibit A**.
 - iii. With 30 days notice by the Subcontractor by voluntary resignation.
12. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the County and the Subcontractor and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both County and Subcontractor.

DATED this _____ day of _____, 2013

By _____
John Austin, Chair
Jefferson Board of County Commissioners

By  _____
Deborah Moriarty
Feiro Marine Life Center
P.O. Box 625
Port Angeles, WA 98362
Ph: 360-417-6254
deborahm@feiomarinelifecenter.org

 2/13/13
APPROVED AS TO FORM
Civil DPA David Alvarez

Attest/Authenticated:

Raina Randall, Deputy Clerk of the Board

Exhibit A: Scope of Work

Task 1 - Needs Assessment

Complete needs assessment for coastal communities and identify current marine science programs and future needs of the communities. (Include public schools and, as feasible, home school groups from Neah Bay to Queets/Clearwater.)

Deliverable: Electronic copy of needs assessment and summary of findings. (Lead – Randall Waltz)

Due: March 30, 2013

Task 2 – Trash Free Seas! Marine Debris Kits

Deliverables: Marine Debris Kit inventory list PDF (Lead – Jacqueline Laverdure)

Due: March 30, 2013

Task 3 – Trash Free Seas Student Programs

Implement curriculum in western Clallam and Jefferson Counties. Produce report.

Deliverables: Electronic copy of final report including:

- Description of Trash Free Seas! activities involving each school and numbers of teachers, students and community members involved.
- Trash Free Seas! curriculum and related materials such as the list of applicable state standards. (Lead – Jacqueline Laverdure)

-All outstanding invoices (Lead Deborah Moriarty)

Due: June 30, 2013

Task 4 –Trash Free Seas Teacher Training

Update *Trash Free Sea! Ocean Science Program* curriculum with applicable learning standards. Provide teacher training for coastal teachers.

Deliverables: List of attendees to the teacher training. PDF of invitation letters to teachers (Lead Jacqueline Laverdure)

Due: June 30, 2013

BUDGET

**North Pacific Coast Marine Resource Committee
A Continuing Partnership in Marine Science Education**

	NPCMRC Request	Match		Total
Needs Assessment				
Staff				
FMLC		In-kind	1,000.00	Est. 1,000.00
OCNMS		In-kind	1,000.00	Est. 1,000.00
NOAA Fisheries		In-kind	1,000.00	Est. 1,000.00
ONP		In-kind	1,000.00	Est. 1,000.00
NatureBridge		In-kind	1,000.00	Est. 1,000.00
Supplies				
Workshop supplies	0.00	Partners	250.00	250.00
Equipment	0.00	0.00	0.00	0.00
Travel				
Staff travel/lodging/per diem	800.00	0.00	0.00	800.00
Contracted Services	2,000.00	0.00	0.00	2,000.00
Total	2,800.00		5,250.00	8,050.00
Ocean Science: Trash Free Seas				
Staff	0.00	Aquarium	5,000.00	5,000.00
OCNMS/Seattle Aquarium	0.00	OCNMS	11,200.00	11,200.00
Supplies				
Marine Debris Activity kits	0.00	Grant x	4,500.00	4,500.00
Equipment	n/a			
Teacher stipends (12 teachers @ \$50/day for 4 days)	2,400.00	0.00	0.00	2,400.00
Travel				
Busing for 8 groups (8 x400)	3,200.00			3,200.00
Staff travel (wkshops, classes, etc) (\$150 x 13)	1,950.00	Aq/OCNMS	2,000.00	3,950.00
Contracted Services (program fees, eg. FMLC)	2,000.00	0.00	0.00	2,000.00
Sub-total	9,550.00		22,700.00	32,250.00
Amount requested NPCMRC	12,350.00			
Total match (cash and in kind)	27,950.00			
Total project cost	40,300.00			

NOTE –

July 2012 Teacher Training was in-kind and supported the Trash Free Seas! Ocean Science Program.