



# JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368  
[www.jeffersoncountypublichealth.org](http://www.jeffersoncountypublichealth.org)

February 7, 2013

## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA REQUEST

**TO:** Board of County Commissioners  
 Philip Morley, County Administrator

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

**DATE:** March 11, 2013

**SUBJECT:** Personal Services Agreement with Discover Your Northwest for Washington Coast Cleanup 2013 – North Pacific Coast Area – NPC MRC; July 1, 2012 – June 30, 201; \$8,055

#### **STATEMENT OF ISSUE:**

Jefferson County Public Health, Water Quality Division, requests Board approval of the Personal Services Agreement with the Discover Your Northwest for Washington Coast Cleanup 2013 – North Pacific Coast Area – NPC MRC; July 1, 2012 – June 30, 201; \$8,055

#### **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 the annual beach cleanup along the North Pacific Coast coordinated by Discover Your Northwest.

The Washington Coast Cleanup occurs each April and spans much of the outer coast and involves upwards of 600 volunteers and hauls off over ten tons of marine debris. This year it's scheduled for April 20 <http://www.coastsavers.org>. Event partners include the Surfrider Foundation, the Olympic Coast National Marine Sanctuary, tribal governments, and Olympic National Park. These funds will be used to reimburse Discover Your Northwest, a Seattle non-profit, for project management, solid waste tipping fees, and BBQ supplies linked to the north coast portion of the event.

This project addresses the stewardship and conservation aspects of the NPR MRC benchmarks for marine habitats, marine life, and education and outreach.

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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 Discover Your Northwest for Washington Coast Cleanup 2013 – North Pacific Coast Area – NPC MRC; July 1, 2012 – June 30, 201; \$8,055

**REVIEWED BY:**

  
Philip Morley, County Administrator

2/19/13  
Date

(Routed to all Public Health Managers)

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## PERSONAL SERVICES AGREEMENT

Between

**Discover Your Northwest**  
and  
**Jefferson County**

THIS AGREEMENT is entered into between the County of Jefferson a municipal corporation, hereinafter referred to as "the County", and Discover Your Northwest, 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 coordinate the implementation of the North Pacific portion of the Washington Coast Cleanup 2013. Volunteers will gather and remove marine debris and recyclables from beaches and collect data regarding the type and distribution of debris. The Subcontractor will support the volunteers and dispose of the debris appropriately. 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. Project costs include salaries and benefits, waste disposal and non-food supplies for the post cleanup barbecue. Payment for the work provided by the Subcontractor shall not exceed \$8,055 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 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 Heidi Walker 2/25/13  
Heidi Walker  
Discover Your Northwest  
164 South Jackson Street  
Seattle, WA 98104  
(206) 220-4278 - heidi.walker@discovernw.org

2/20/13  
David Alvarez  
APPROVED AS TO FORM  
Civil DPA David Alvarez

Attest/Authenticated:

\_\_\_\_\_  
Raina Randall, Deputy Clerk of the Board

**Exhibit A: Scope of Work**

The WCC will serve large numbers of volunteers and incorporate a) data collection regarding the type and distribution of debris, b) recycling programs at selected beaches, and c) supplies for the post cleanup barbecue.

Task 1 – Organize and Implement April 2013 North Coast Cleanup. Discover Your Northwest will organize, lead and implement the Washington Coast Cleanup in west Jefferson and Clallam Counties. Responsibilities include registration and leadership of volunteers, permits, liability waivers, orientation, cleanup, data collection, recycling at selected beaches. The event will also include and the post cleanup barbecue and incorporate a) data collection regarding the type and distribution of debris, b) recycling programs at selected beaches, and c) supplies for the post cleanup barbecue.

Deliverable: North Coast Cleanup

Due: April 20, 2013

Task 2 – Invoicing and Final Report. Discover Your Northwest will submit all invoices and a final report on the North Coast cleanup.

Deliverable: Invoices and electronic copy of final report

Due: June 15, 2013

**BUDGET**

| <b>CATEGORY</b>            | <b>Detail</b>                           | <b>In-Kind Contributions</b>  | <b>Costs</b>   |
|----------------------------|---|---|----------------|
| <b>Salaries/Ben.</b>       | Project Managers                        |   | \$5,700        |
| <b>Supplies</b>            | Barbecue Supplies                       |   | \$300          |
| <b>Travel</b>              |   |   | \$0            |
| <b>Contracted Services</b> | Solid Waste Disposal                    |   | \$2055         |
| <b>Total In-Kind</b>       | Washington Clean Coast Alliance Members | <ul style="list-style-type: none"> <li>• Support for South Beach activities and expenses</li> <li>• Food for post clean-up BBQ</li> <li>• Web site costs</li> </ul> |                |
| <b>Total Cost</b>          |   |   | <b>\$8,055</b> |