



# JEFFERSON COUNTY PUBLIC HEALTH

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

February 21, 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:**

**SUBJECT:** Agenda Item – Sponsored Services Agreement with the University of Washington and its Olympic Natural Resources Center (ONRC) to facilitate and coordinate the activities of the North Pacific Coast Marine Resources Committee (NPC MRC), the MRC for western Jefferson and Clallam Counties; July 1, 2012 – June 30, 2013; \$19,670

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

Jefferson County Public Health, Water Quality Division, requests Board approval of the Sponsored Services Agreement with the University of Washington and its Olympic Natural Resources Center (ONRC) to facilitate and coordinate the activities of the North Pacific Coast Marine Resources Committee (NPC MRC), the MRC for western Jefferson and Clallam Counties; July 1, 2012 – June 30, 2013; \$19,670

#### **ANALYSIS/STRATEGIC GOALS:**

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 the North Pacific Coast Marine Resources Committee (NPC MRC).

Through this agreement, the UW ONRC will provide a coordinator to facilitate NPC MRC meetings, maintain MRC contact lists, develop a FY14 budget, distribute RFPs for FY 14 projects, and facilitate project ranking and communications with project applicants. The UW will provide a brief operational summary to include prioritized recommendations for future actions, descriptions of challenges and growth, and ideas on new ways the MRC may assist in implementing the Coastal MRC Program Priorities. The UW will also purchase materials to support the annual Science Fair/Barbecue. The UW Olympic Natural Resources Center will be the primary point of contact for NPC MRC communications with the public.

COMMUNITY HEALTH  
DEVELOPMENTAL DISABILITIES  
MAIN: 360385-9400  
FAX: 360-385-9401

**PUBLIC HEALTH**  
ALWAYS WORKING FOR A SAFER AND  
HEALTHIER COMMUNITY

ENVIRONMENTAL HEALTH  
WATER QUALITY  
MAIN: 360385-9444  
FAX: 360379-4487

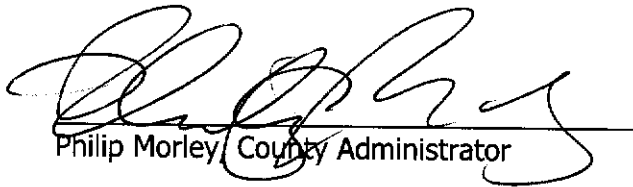
**FISCAL IMPACT:**

Funding for the NPC MRC and this agreement is provided by the State General Fund and administered through the WDFW Coastal MRC Program. There is no impact to the General Fund for this agreement. There are no match requirements.

**RECOMMENDATION:**

JCPH Management requests approval of the Sponsored Services Agreement with the University of Washington and its Olympic Natural Resources Center (ONRC) to facilitate and coordinate the activities of the North Pacific Coast Marine Resources Committee (NPC MRC), the MRC for western Jefferson and Clallam Counties; July 1, 2012 – June 30, 2013; \$19,670

**REVIEWED BY:**

  
Philip Morley, County Administrator

3/14/13  
Date

**SPONSORED SERVICES AGREEMENT**

between

**The University of Washington**

and

**Jefferson County**

This Sponsored Services Agreement (“Agreement”) is entered into as of July 1, 2012 (“Effective Date”) between the University of Washington, an institution of higher education and an agency of the State of Washington having its principal campus located in Seattle, Washington (“UW”), and Jefferson County, a political subdivision of the State of Washington having its place of business located in Port Townsend, Washington (“Sponsor”).

**Recitals**

WHEREAS, Sponsor desires to provide support for certain services to be conducted by the UW in a field of common interest to the parties; and

WHEREAS, UW has the necessary technical expertise and desires to conduct the project described in Exhibit A attached hereto (“Project”) under the direction of Miranda Wecker (“Principal Investigator”), a faculty member in the UW’s School of Environmental and Forest Science; and

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, UW and Sponsor hereby agree as follows:

**1.0 Project Performance, Principal Investigator and Reports**

1.1 Project Performance. Subject to Sponsor providing in a timely manner the support described in Article 2.0 of this Agreement, the UW will exercise diligence and make reasonable efforts to carry out the Project under the direction of the Principal Investigator as described in Exhibit A (“Project Description”) and Exhibit B (“Project Schedule”).

1.2 UW Control. Except as otherwise expressly described in the Project Description, the UW will have the sole and exclusive authority to conduct, manage, control and direct the Project, to supervise all UW personnel participating in the Project, and to manage any UW subcontractors carrying out UW responsibilities in the Project; providing, however, Sponsor will have reasonable opportunities during the course of the Project to advise and consult with the Principal Investigator regarding the Project and its progress.

1.3 Change in Principal Investigator. UW agrees to promptly advise Sponsor of any change in the employment status of the Principal Investigator that could have a material adverse effect on the Project. If the Principal Investigator ceases to be associated with the UW or otherwise becomes unavailable to direct the Project, the UW will be entitled to replace the Principal Investigator with a qualified staff acceptable to Sponsor.

1.4 Reports. For projects of six (6) months duration or longer, Principal Investigator will provide Sponsor quarterly progress reports, in written form. If requested by Sponsor, Principal Investigator will confirm within a reasonable period of time any oral progress reports with follow-up summary written reports. Principal Investigator will provide Sponsor a final written report within ten (10) days after the conclusion of the Project in accordance with deliverables listed in Attachment A.

## 2.0 Price, Payments and Other Support

### **COST REIMBURSEMENT**

2.1 Price. In accordance with the budget attached as Exhibit C ("Project Budget"), Sponsor will reimburse UW for all costs and expenses incurred by UW in performing research and other work on the Project calculated in accordance with the UW's usual and customary practices. Reimbursement for overhead and other indirect costs will be as described in the Project Budget. In no event, will the amount paid by Sponsor to UW under this Agreement exceed US **\$19,670.00** without Sponsor's written agreement.

### **INVOICING**

2.1.1 Invoices. UW will submit written invoices to Sponsor in the form attached as Exhibit D attached hereto, which shall be paid by Sponsor within thirty (30) days of receipt. Invoices will be submitted to Sponsor at the following address:

Attention: Tami Pokorny  
 Jefferson County Environmental Health  
 615 Sheridan Street  
 Port Townsend, WA 98368  
 tpokorny@co.jefferson.wa.us

Sponsor Contact Information for Invoice Matters:

Accounts Payable  
 (360) 385-9400 (Voice)

2.1.2 Final Invoice. UW will submit its final written invoice within 30 (thirty) days after the termination of the Agreement, including any extensions thereof.

2.2 Payment by Check. All money payments under this Agreement will be made by Sponsor in United States dollars payable by check to *The University of Washington* (Taxpayer Identification No. 91-6001537) and delivered as follows:

Grant and Contract Accounting  
Attention: UW OSP #A82834  
University of Washington  
12455 Collections Drive  
Chicago, IL 60693  
USA

2.3 Ownership of Equipment and Purchases. Unless otherwise expressly agreed in writing by the parties, the UW shall have sole right, title, and interest to all equipment and other tangible materials purchased, acquired, furnished, fabricated, or used in the Project, whether as in-kind support from Sponsor, purchased by the UW using funds paid to the UW by Sponsor, or otherwise.

2.4 Taxes. Each party will be responsible for payment of any taxes (including all federal, state, and local income, sales, use, value-added, and employment taxes) owed by it and arising from this Agreement. No amounts paid to UW under this Agreement will be subject to any withholding by Sponsor. UW represents that it is exempt from United States federal income taxes under Section 115(1) of the Internal Revenue Code.

### 3.0 Term and Termination

3.1 Effective Date and Term. This Agreement begins July 1, 2012 and ends on June 30<sup>th</sup>, 2013 unless otherwise terminated or amended in accordance with the provisions of this Agreement or extended by mutual written agreement of the parties.

3.2 Termination. Either party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other party. Termination of this Agreement by either party shall not affect the rights and obligations of the parties accrued prior to the effective date of the termination, and in the event of a termination by Sponsor for any reason, Sponsor will pay UW for (i) any work performed by UW up to the effective date of termination and (ii) any non-cancelable expenses incurred by UW in preparation for the Project prior to the receipt by UW of Sponsor's notice of termination.

3.3 Survival. Unless expressly provided otherwise herein, each provision of this Agreement reasonably interpreted as intending to survive after the termination or expiration of this Agreement shall survive any such termination or expiration, including without limitation, Article 8.0 of this Agreement.

### 4.0 Non-Confidentiality

The parties acknowledge that they have not and that they do not anticipate disclosing to each other any confidential or proprietary information in connection with this Agreement or the Project. In the event that a party believes that a disclosure of confidential or proprietary information will be required to carry out the Project, such party will promptly notify the other party and request that the parties enter into an appropriate confidential disclosure agreement on terms mutually agreeable to both parties. Unless and until any such confidential disclosure agreement has been executed by the duly-authorized representatives of the parties, nothing in this Agreement, the Project, or the results of the Project will be deemed to be confidential or

restricted from disclosure by either party to any third party. Ch. 42.56 RCW, the Public Records Act, applies to UW and the Sponsor and this executed Agreement is also subject to the above-listed state statute.

## **5.0 Publication and Acknowledgement**

UW reserves the right to make or permit to be made scholarly disclosures of the results of the Project, including without limitation, publication in scholarly journals, presentations at academic and other conferences, disclosures to UW and non-UW scholars, and disclosures in grant and funding applications. UW shall provide Sponsor a copy or notice of any publication in any scholarly journal that includes a report of the results of the Project. UW further agrees to provide, in accordance with customary standards, an appropriate acknowledgement in any such publication of Sponsor's support or other role in the Project.

## **6.0 Intellectual Property; Sponsor's License**

6.1 Intellectual Property Ownership and Rights. The parties agree that ownership of and other rights in any intellectual property created by UW researchers in the course of the conduct of research under this Agreement will be determined in accordance with the laws of the United States and the State of Washington and the UW's "Patent, Invention, and Copyright Policy" (<http://www.washington.edu/admin/rules/policies/PO/EO36.html>). Except as otherwise expressly provided herein, neither party shall by reason of this Agreement or its performance obtain any right, title, license or other interest, either express or implied, to the other party's intellectual property.

6.2 Sponsor's License. Providing that Sponsor has otherwise performed its material obligations under this Agreement, UW hereby grants to Sponsor a fully-paid, non-exclusive, royalty-free, license for Sponsor's internal use only, without right to sublicense or redistribute either commercially or non-commercially, to: (i) the written reports delivered to Sponsor as described in Section 1.4 of this Agreement; and (ii) the data produced by UW researchers during the course of performing the Project to the extent such data is reasonably and legally available, providing that Sponsor requests such data within thirty (30) days of receiving the final report and reimburses the UW for any additional reasonable costs incurred by the UW in reproducing the data. Sponsor understands and agrees that excepting only the foregoing license, UW retains ownership of such reports and data.

## **7.0 Relationship of the Parties**

7.1 Independent Status. The parties hereby agree that they are at all times each are acting as independent contractors. Nothing in this Agreement will be construed or deemed to create a relationship of employer and employee, partner, joint venturer, or principal and agent between Sponsor and UW, its faculty, employees, agents or officers. Except as expressly set forth in this Agreement, Sponsor shall neither have nor exercise any control or direction over the methods by which UW conducts the research and other work under this Agreement.

7.2 Workers' Compensation. UW faculty, employees, fellows, trainees, and students participating in the Project will in no sense be considered employees of Sponsor and to the extent

they are employees of UW will remain as employees of UW. Sponsor does not and will not assume any liability under any law relating to worker's compensation by reason of any UW representative participating in the Project, receiving training, or traveling pursuant to this Agreement. Nothing in this Agreement will be construed as a waiver by UW of any rights it may have under any applicable law governing injury to workers, including without limitation UW's rights under RCW Title 51, Industrial Insurance.

7.3 Trademarks, Trade Names and Service Marks. Except as otherwise expressly provided herein, neither party will use the other party's name, either alone or in connection with another word or words, nor shall it use the other's proprietary marks, trademarks, service marks, trade names, symbols, logos or designs, for any purpose whatsoever (including, but not limited to, any press release, sales or marketing publication or correspondence, advertisement, or similar communication), without the express prior written approval of the other party's officer who has been duly-designated for such purposes.

7.4 Non-Exclusivity. The parties understand and agree that nothing herein shall be interpreted as establishing any form of exclusive relationship between UW and Sponsor. The parties further understand and agree that nothing herein shall be interpreted as precluding either party from entering into agreements similar to this Agreement with third parties or from conducting educational, research or other activities that may involve the same or similar subject matter as the Project, the conduct of which is outside and independent of this Agreement, providing that any such educational, research or other activities are not done in a manner that is inconsistent with the rights and obligations of the parties to this Agreement.

## **8.0 Warranties, Limitations, Indemnification and Insurance**

8.1 Warranties and Limitations. UW will conduct the Project in accordance with generally-accepted professional standards of workmanship and effort at a quality comparable to research performed at major public and private research universities within the United States. Sponsor understands that all research is experimental in nature and that the outcome of the Project is inherently uncertain and unpredictable. Sponsor agrees and acknowledges that UW has not made and does not make any representation, guarantee or warranty, express or implied, regarding the results of the Project. EXCEPTING ONLY AS EXPRESSLY PROVIDED IN THIS AGREEMENT, UW MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND HEREBY DISCLAIMS ALL SUCH WARRANTIES AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO: (i) THE PROJECT AND ANY RESULTS OF THE PROJECT; (ii) DATA, REPORTS, INFORMATION OR RESEARCH PROVIDED BY EITHER UW OR SPONSOR; AND (iii) ANY INVENTION OR PRODUCT, OR OWNERSHIP THEREOF, WHETHER TANGIBLE OR INTANGIBLE, TESTED, CONCEIVED, DISCOVERED, OR DEVELOPED IN THE PROJECT OR IN CONNECTION WITH CONDUCTING THE PROJECT UNDER THIS AGREEMENT.

8.2 Mutual Indemnification. To the extent permitted by applicable law, including in the case of UW, RCW 28B.20.250 et seq., and subject to the limitations set forth in sections 8.1 and 8.3 of this Agreement, each party (the "Indemnifying Party") will defend, indemnify, and hold

harmless the other party, including its regents, directors, officers, employees, faculty, students and agents (collectively, the "Indemnified Parties"), from and against any and all losses, claims, liabilities, damages, and costs of whatever kind and nature, including attorney fees and legal costs, for death or injury of any person and for loss or damage to any property, occurring or claimed to occur as a result of the negligence of the Indemnifying Party or the failure of the Indemnifying Party to perform its obligations under this Agreement; providing, however, the Indemnifying Party shall not be obligated to defend, indemnify, and hold harmless any Indemnified Party to the extent any such losses, claims, liabilities, damages, and costs are the result of the negligence of an Indemnified Party or the failure of an Indemnified Party to perform any obligation under this Agreement.

8.3 Limitation of Damages. In no event shall either party be liable to the other party for any claims by the other party for indirect, incidental, consequential, special, punitive, or exemplary damages, including lost profits, arising or alleged to arise from this Agreement, its breach, or the transactions contemplated herein, however caused, under any theory of liability.

8.5 UW Self-Insurance. UW hereby notifies Sponsor that as an agency of the State of Washington and in accordance with Washington law, UW maintains a self-insurance program pursuant to RCW §§28B.20.250, 28B.20.253, and 28B.20.255. Upon Sponsor's request, UW will provide Sponsor proof of insurance or loss coverage.

## 9.0 Notices

All notices, demands, requests or other communications required to be given or sent by a party under this Agreement will be in writing and will be delivered by at least one of the following methods: (i) in person, (ii) mailed by first-class mail, postage prepaid, (iii) transmitted by facsimile, or (iv) transmitted by electronic mail (email) addressed as set forth below, providing a party may designate a change of address at any time by notice in writing to the other party. All notices, demands, requests, or communications that are mailed by first class mail will be deemed received five (5) business days after deposit in the U.S. mail, postage prepaid, and all notices transmitted by facsimile or by email will be deemed received upon written confirmation by the receiving party of successful facsimile or email transmission.

### 9.1 Notifications

To the University:

University of Washington  
Office of Sponsored Programs  
Attention: Director of Sponsored Programs  
4333 Brooklyn Ave NE, Box 359472  
Seattle, WA 98195-9472

(206) 543-4043 (Voice)  
(206) 685-1732 (Facsimile)  
osp@uw.edu (Electronic Mail)



With a copy to

UW Olympic Natural Resources Center  
Attention: Miranda Wecker  
1455 South Forks Avenue  
Box 1628  
Forks, WA 98331

(360) 374-3220 (Voice)  
(360) 374-3336 (Facsimile)  
[mwecker@uw.edu](mailto:mwecker@uw.edu) (Electronic Mail)

In the case of a legal notice relating to a dispute, claim or controversy arising out of or relating to this Agreement, a copy of such notice shall also be provided to:

Washington State Attorney General's Office  
University of Washington Division  
Attention: Senior Assistant Attorney General  
4333 Brooklyn Ave NE, 18<sup>th</sup> Floor  
Box 359475  
Seattle, WA 98195-9475

(206) 543-4150 (Voice)  
(206) 543-0779 (Facsimile)  
[agouw@u.washington.edu](mailto:agouw@u.washington.edu) (Electronic Mail)

To the Sponsor:

Attn: Tami Pokorny  
Jefferson County Environmental Health  
615 Sheridan St.  
Port Townsend, WA 98368

(360) 379-4498 (Voice)  
(360) 385-9401 (Facsimile)  
[tpokorny@co.jefferson.wa.us](mailto:tpokorny@co.jefferson.wa.us) (Electronic Mail)

9.2 Scientific, Technical and Similar Matters

To the University:

Miranda Wecker, Marine Program Manager  
University of Washington College of the Environment  
School of Environmental and Forest Sciences  
Olympic Natural Resources Center,  
PO Box 1628

Forks, Washington 98331

(360) 374-3220 (Voice)

(360) 374-3336 (Facsimile)

mwecker @uw.edu (Electronic Mail)

## **10.0 Disputes; Governing Law; Attorney's Fees**

10.1 Notice of Dispute, Negotiation and Mediation. Prior to commencing any legal action, the parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either party may initiate such negotiations by providing written notice to the other party specifying that this provision of this Agreement is being utilized and setting forth the subject of the dispute and the relief requested. The party receiving such notice will respond in writing within ten (10) business days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority shall meet at a mutually agreeable time and place in Seattle, Washington within twenty-five (25) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt in good faith to resolve the dispute. If the dispute is not resolved by these negotiations, the matter will be submitted to a mutually agreeable and recognized nonbinding mediation service prior to initiating legal action. Any such mediation shall be conducted in Seattle, Washington and the costs of the mediation service shall be shared equally by the parties.

10.2 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and enforced according to the laws of the State of Washington and the United States, without giving effect to its or any other jurisdiction's choice of law provisions, and the Superior Court of Washington for Jefferson County shall have exclusive jurisdiction and venue of all disputes arising under this Agreement, except that in any case where the courts of the United States shall have exclusive jurisdiction over the subject matter of the dispute, the United States District Court for the Western District of Washington, Seattle division, shall have exclusive jurisdiction and venue.

10.3 Attorney Fees. With respect to any action sought to enforce or interpret this Agreement or any provision of this Agreement each party to this Agreement shall bear the cost of its attorney's fees and costs, including any appeals thereon.

## **11.0 Compliance with Applicable Laws**

11.1 Qualifications, Licenses, Permits. Upon request by Sponsor, UW agrees to provide Sponsor evidence of any licenses, permits, certifications or accreditations required to conduct the Project.

11.2 Conformation to Applicable Laws and Professional Standards. UW agrees that UW and those persons participating in the Project will conform to and obey all applicable laws, ordinances, rules, regulations, requirements and orders of all municipal, county, state or federal

authorities or agencies and all professional standards applicable to the conduct of the research under this Agreement.

11.3 Legal Compliance. The parties intend this Agreement to comply with all applicable laws, regulations and requirements. The parties further agree this Agreement shall be applied and interpreted in a manner consistent with full compliance with all such laws, regulations and requirements. If at any time either party has reasonable grounds to believe that this Agreement may not conform to the then-current requirements or interpretations relevant to such matters, both parties agree that they will immediately negotiate in good faith for the purposes of bring this Agreement into full compliance with such then-current requirements and interpretations.

11.4 Debarment. Each party represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal programs. In connection with the performance of their respective obligations under this Agreement, the parties shall not knowingly employ or contract with, whether or not for compensation, any individual, or entity currently listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal programs.

11.5 Nondiscrimination. Both parties agree that they will not engage in any unlawful discrimination nor will they discriminate against any person because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, sex, or sexual orientation with respect to their employment, personnel, or patient care policies and practices as those matters may relate to the performance of the parties' respective obligations under this Agreement.

11.6 Export Control. Sponsor understands that the parties are subject to and that UW's obligations under this Agreement are contingent upon compliance with certain laws and regulations of the United States applicable to the export of technical data and information, computer software, laboratory prototypes and other commodities (including without limitation the Arms Export Control Act, as amended, and the Export Administration Act of 1979) ("Export-Controlled Materials"). Sponsor understands that the transfer of any Export-Controlled Materials to Sponsor under this Agreement or under any other agreement entered into pursuant to this Agreement, including transfers to Sponsor's affiliates and permitted uses by certain third parties, may require a license from a cognizant agency of the United States Government and/or written assurances by Sponsor that Sponsor shall not transfer Export-Controlled Materials to certain foreign countries without the prior approval of an appropriate agency of the United States government. The UW neither represents that any such export license shall not be required, nor that, if required, it shall be issued. Sponsor agrees that it will not provide or make accessible to UW any Export-Controlled Materials without first notifying UW in writing of the existence and nature of the Export-Controlled Materials and obtaining the prior written agreement of the UW, through a duly-authorized UW representative, for the UW to receive such Export-Controlled Materials. All Export-Controlled Materials shall be conspicuously labeled "Export Controlled" together with any applicable Export Control Classification Number.

11.7 Bayh-Dole Requirements. In the event the UW receives any funding from a funding agency of the U. S. government for the Project, Sponsor understands and agrees that the

intellectual property or other similar rights covered by this Agreement may be subject to the rights and limitations of U.S. Public Laws 96-517 and 98-620, 35 USC §§200-211, and various implementing regulations, including those codified at 37 CFR Part 401, known generally and collectively as "Bayh-Dole Requirements." In such case, the parties agree to include, where applicable, in any application for a U.S. Patent a statement fully identifying the rights of the U.S. government under the Bayh-Dole Requirements; and Sponsor acknowledges that the UW shall be required to grant the U.S. government a worldwide, non-exclusive, royalty-free license for such invention covered by any Patent notwithstanding anything in this Agreement to the contrary.

## **12.0 Miscellaneous**

12.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

12.2 Amendment. This Agreement may only be modified by a subsequent written agreement executed by the duly-authorized representatives of the parties.

12.3 Severability. If any provision of this Agreement or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of said agreement, provided that the remaining provisions continue to effect the purposes of this Agreement.

12.4 Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

12.5 Force Majeure. Nonperformance by a party, other than payment of any amounts due hereunder by Sponsor, shall not operate as a default under or breach of the terms of this Agreement to the extent and for so long any such nonperformance is due to: strikes or other labor disputes; prevention or prohibition by law; the loss or injury to products in transit; an Act of God; or war or other cause beyond the control of such party.

12.6 Assignment and Successors in Interest. Except as otherwise provided herein, no party may assign, subcontract, or delegate any right or obligation under this Agreement, in whole or in part, without the express prior written consent of the other party. This Agreement shall inure to the benefit of and be binding upon each party's successors and assigns.

12.7 Counterparts. This Agreement may be executed in any number of counterparts or, if mutually agreeable to the undersigned authorized signatories for the parties, through the exchange by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**[Signature Page Follows]**

Roberta L. Mondares, Sponsor  
Grant & Contract Administrator  
Acting for Lynette Arias

University of Washington

By: Roberta L. Mondares

By: \_\_\_\_\_

Print Name: Lynette Arias

Print Name: \_\_\_\_\_

Title: Director, Office of Sponsored Programs

Title: \_\_\_\_\_

Assistant Vice Provost for Research

Date: Feb 19, 2013

Date: \_\_\_\_\_

Approved as to form: Dave Ahnig DPA  
3/14/2013

**Principal Investigator – Read and Reviewed**

By: Miranda Wecker

Print Name: Miranda Wecker

Title: Director, Marine Program ONRC

Date: 2/15/2013

## Exhibit A: Project Description

Chapter 36.125 of the Revised Code of Washington, the Washington State Department of Fish and Wildlife (DFW) provides contracts to four neutral forums called "Marine Resources Committees" along the outer coast of Washington State. Each neutral forum is made up of local stakeholders representing tribes, state, federal and local governments, resource dependent businesses, conservation organizations, and citizens appointed by coastal county Boards of Commissioners. Marine Resources Committees are assigned the responsibility of developing ranked lists of research, restoration, and education projects that are based on the best available science, community principles, and the integration of environmental and ecological interests. Under contract with DFW, Jefferson County serves as the fiscal agent for the North Pacific Coast Marine Resources Committee (NPC MRC), which extends geographically across the western portions of Clallam and Jefferson Counties. The current members of the NPC MRC, and Jefferson County as fiscal agent, recognize that the Olympic Natural Resources Center, ONRC is very well positioned to provide the services needed to support the education, coordination, outreach, and public involvement functions of the NPC MRC.

The UW will provide an MRC coordinator to coordinate ten (10) public monthly meetings of the NPC MRC between July 1, 2012 and June 30, 2013. This includes planning, organizing, and facilitating the meetings, maintaining MRC contact lists, and recording and distributing meeting materials and activity summaries to those interested in the MRC activities. The UW Olympic Natural Resources Center will be the primary point of contact for NPC MRC communications with the public. The MRC coordinator will manage the solicitation of volunteer projects and the development of a FY14 draft project budget and work plan. **Cost: \$19,670.00**

**Task 1a:** Coordinate and facilitate monthly meetings of the NPC MRC.

**Task 1b:** Facilitate MRC- approved Ground Rules and By Laws.

**Task 1c:** With the MRC, develop and distribute solicitation of RFPs for FY14 projects. Facilitate project ranking and communications with project applicants. Develop project ranking and draft FY14 project budget.

**Task 1d:** A brief, draft operational summary that includes prioritized recommendations for future actions and products for MRC development, a description of challenges and growth over the past year, and ideas on new ways to utilize the MRC to implement the Coastal MRC Program Priorities.

**Task 1e:** Purchase supplies and facilities rental for the Science Fair/Barbecue.

**Exhibit B: Project Schedule**

<b>Task</b>	<b>Description</b>	<b>Due Date</b>	<b>Deliverable(s)</b>
<b>1a</b>	NPC MRC Meetings (dates tentative unless noted otherwise) July 17, 2012 - complete August 21, 2012 - complete September 18, 2012 - complete October 16, 2012 - complete November 20, 2012 January 15, 2013 February 19, 2013 March 19, 2013 April 16, 2013 May 21, 2013	May 21, 2013	Meeting notices, agendas, summaries, recordings, materials and sign-in sheets
<b>1b</b>	Facilitate MRC-approval of Ground Rules and By Laws.	May 15, 2013	Approved Ground Rules and Bylaws
<b>1c</b>	Facilitate FY14 NPC MRC project ranking and budget	May 15, 2013	Ad, RFP, ranked FY 14 project list and draft budget
<b>1d</b>	Draft operational summary	May 15, 2013	Brief draft report
<b>1e</b>	Local coordination of Science Fair/Barbecue	June 1, 2013	Local coordination and supplies



**Exhibit C: Project Budget**

<b>Item</b>	<b>Amount</b>
Salaries	\$18,100.00
Contracted Services	\$0.00
Notices & Meeting Supplies	\$620.00
Travel	\$200.00
Equipment	\$0.00
Science Fair/Barbecue Supplies	\$750.00
<b>TOTAL</b>	<b>\$19,670.00</b>

Exhibit D: Form of Invoice

<b>UNIVERSITY OF WASHINGTON</b> <b>ACCOUNTS RECEIVABLE INVOICE</b> <b>GRANT AND CONTRACT ACCOUNTING</b> TEL. (206) 543-8454 FAX (206) 543-0764	
BILL DATE: _____ INVOICE #: _____ UW BUDGET #: _____ VOUCHER #: _____ PO/REF #: _____ GRANT NAME: _____ GRANT/CONT #: _____ PI NAME: _____ GRANT PERIOD: _____ AWARD AMT: _____ FED TAX ID: 916001537 TERMS: NET 30 DAYS REMIT/MAKE PAYABLE TO: _____	MAIL TO: _____ PLEASE RETURN INVOICE COPY WITH PAYMENT AND REFERENCE U.W. BUDGET # AND INVOICE # ON PAYMENT. FOR ELECTRONIC PAYMENTS PLEASE REFERENCE BUDGET # AND INVOICE # IN THE BEGINNING OF PAYMENT DETAIL. BILLING PERIOD: _____ CURRENT _____ CUMULATIVE _____
SALARY: _____ CONTRACT PERSONAL SERVICES: _____ CONTRACT OTHER SERVICES: _____ TRAVEL: _____ SUPPLIES/MATERIALS: _____ EQUIPMENT: _____ RETIREMENT/BENEFITS: _____ STIPENDS/TUITION: _____ DEPT ADMIN OVERHEAD: _____ COST TRANSFERS: _____ INDIRECT COSTS: _____ UNALLOCATED: _____ INSTITUTION ALLOCATION: _____	
TOTAL: \$ _____ LESS WITHHOLDING: \$ _____ AMOUNT DUE THIS VOUCHER: \$ _____	
CONTACT PERSON: _____ PHONE: _____ EMAIL: _____ MAILING ADDRESS: 3917 University Way NE, Seattle, WA 98105-1122 I CERTIFY THAT ALL EXPENDITURES REPORTED (OR PAYMENT REQUESTED) ARE FOR APPROPRIATE PURPOSES AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATIONS AND AWARD DOCUMENTS.	
_____, DIRECTOR OF CAMPUS SERVICES, GCA SUWV1042	