

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
Philip Morley, County Administrator

FROM: Kate Driehaus, WSU Jefferson County Extension

DATE: April 15, 2013

RE: Contract with Northwest Straits Foundation

STATEMENT OF ISSUE:

This contract provides funds from the Northwest Straits Foundation for WSU Jefferson County Extension to perform work and outreach related to a Port Townsend Voluntary No anchor Eelgrass Protection Zone.

ANALYSIS:

This work includes placing seasonal buoys and performing public outreach and education during the summer boating season regarding the eelgrass protection zones. This grant runs from April 1 through October 31, 2013.

FISCAL IMPACT:

\$4989.00 – expense is 100% grant funded

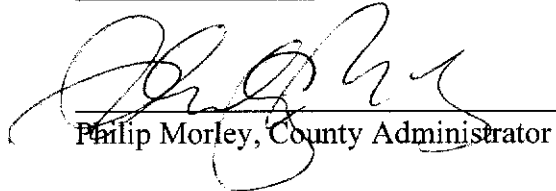
RECOMMENDATION:

We recommend that the Commissioners approve this agreement

DEPARTMENT CONTACT:

Kate Driehaus 379-5610 Ext. 206

REVIEWED BY:


Philip Morley, County Administrator


Date

AGREEMENT

between the

NORTHWEST STRAITS FOUNDATION
and
JEFFERSON COUNTY

Northwest Straits Project: Marine Resources Committee

This Agreement is entered into between the Northwest Straits Foundation, referred to as "NWSF," a Washington non-profit corporation, located at 1155 N. State St. Suite 402, Bellingham, WA 98225 and Jefferson County, a municipal corporation, hereinafter referred to as "County."

The purpose of this Agreement is for NWSF to provide funding for buoys and outreach for a Port Townsend Voluntary No Anchor Eelgrass Protection Zone. The source of funds provided by the NWSF are through the National Fish and Wildlife Foundation Coastal and Marine Fish Habitat Protection Program, Agreement #0902.12.033603, "Exhibit "B" attached hereto.

IT IS MUTUALLY AGREED THAT:

1.0 Statement of Work. The County shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Scope of Work, Exhibit "A" attached hereto.

2.0 Period of Performance. The period of performance of this Agreement shall begin on April 1, 2013 and end on October 31, 2013 unless terminated sooner as provided herein.

3.0 Payment. The parties estimate that the cost of accomplishing the work will not exceed Four Thousand Nine Hundred and Eighty Nine Dollars (\$4,989.00). NWSF agrees to reimburse the aforementioned amount to the County. Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree to a higher amount before beginning any work that could cause the maximum payment to be exceeded. Payment for services shall be based on the County providing acceptable deliverables as noted in the Scope of Work Exhibit "A."

4.0 Billing Procedures. The County shall submit invoices at least quarterly and no more frequently than monthly to:

Northwest Straits Foundation
Robyn Du Pre, Director
1155 N. State St. Suite 322
Bellingham, WA 98225
dupre@nwstraits.org

Payment to the County for approved and completed work will be made by warrant by the NWSF within 30 days of receipt of the invoice.

5.0 Records Maintenance. The parties to this Agreement shall each maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this Agreement to the other party will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

6.0 Independent Capacity. The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. The party who is responsible for acts and/or omissions shall hold the other party harmless therefrom. County is not an agent of NWSF.

7.0 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

8.0 Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the terminating party shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

9.0 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

10.0 Disputes. In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

11.0 Governance. This contract is entered into under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. If there is an inconsistency in the terms of this Agreement,

or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable State and federal statutes and rules;
- (2) Statement of Work; and
- (3) Any other provisions of the Agreement, including materials incorporated by reference.

12.0 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without express prior written consent of the other party. Neither party shall unreasonably withhold consent.

13.0 Waiver. A party that fails to exercise its rights under this Agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this Agreement.

14.0 Indemnification. Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's officials, employees, agents, and/or authorized subcontractor(s) while performing this contract.

15.0 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

16.0 Contract Management. The project coordinators for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

17.0 Project Coordinators.

- (1) The Project Coordinator for County is:
Cheryl Lowe
WSU Jefferson County Extension
380 Jefferson St.
Port Townsend, WA 98368
Telephone: 360-379-5610 x 230

Email: cheryl.lowe@wsu.edu
- (2) The Fiscal Agent for County is:
Laura Lewis, Ph.D.
County Director
WSU Jefferson County Extension
380 Jefferson St
Port Townsend, WA 98368
Telephone: 360-379-5610
Email: Laura.lewis@wsu.edu
- (3) The Project Coordinator for NWSF is:
Robyn du Pre, Director
1155 N. State St. Suite 402
Bellingham, WA 98225
Telephone: 360-671-0904
Email: dupre@nwstraits.org

18.0 Deliverables. The Scope of Work, Exhibit "A" identifies the Project Deliverables.

IN WITNESS WHEREOF, the parties have executed this Agreement.

JEFFERSON COUNTY

NORTHWEST STRAITS FOUNDATION

John Austin, Chair
Board of County Commissioners
Jefferson County, Washington

Date

R/duPre
Robyn du Pre
Executive Director

Date

4/5/13

ATTEST:

Clerk
Board of County Commissioners
Jefferson County, Washington

Date

Approved as to form only:

David Almy 3/22/13
Jefferson Co. Prosecutor's Office

Exhibit "A"
Scope of Work for Project Management
Port Townsend Voluntary No Anchor Eelgrass Protection Zone
Period of Performance: April 1, 2013 to October 31, 2013

Total Contract Amount: \$4,989.00

Funding Source: Northwest Straits Foundation through
National Fish and Wildlife Foundation

NWSF Project #NFWF-NFHP2012
NFWF Project #0902.12.033603

Period of Performance: April 1 to October 31, 2013

General Responsibilities:

Port Townsend Voluntary No Anchor Eelgrass Protection Zone

Task 1: Placement and removal of seven marker buoys in the water, seaward of the eelgrass beds (coordinated with MRC Coordinator).

1. Repair stored tackle and four (4) stored buoys.
2. Purchase and prepare three (3) new buoys with No Anchor Eelgrass Protection Zone labels and associated rigging (replacement for failed buoys).
3. Hire professional diver contractor for buoy deployment.
4. Schedule East Jefferson Fire and Rescue boat, Captain and Deckhand
5. Install seven (7) seasonal buoys according to all permit requirements (May 2013)
6. Remove seasonal buoys in September 2013, leaving anchors in place.

Deliverable: Seven seasonal buoys deployed

Task 2: Outreach to Businesses and Boaters

1. Assemble materials for 2013 season
2. Update table top display
3. Train MRC and Beach Watcher volunteers for outreach events
4. Conduct outreach at Earth Day events (April 2013)
5. Conduct outreach at Wooden Boat Festival (September 2013)
6. Conduct outreach to Yacht Clubs and boating organizations

Deliverable: Summary report of promotion activities (number of activities and number of contacts).

Task 3: Monitoring: Photo-monitoring for compliance evaluation

1. Solicit and train volunteers for dock-line photo monitoring
2. Conduct photo monitoring weekly from May through early September 2013.

Deliverable: Summary report of compliance in final report.

Task 4: Reporting

The Project Coordinators will compile a summary report on project accomplishments.

Deliverable: The summary report will be delivered by October 30, 2013.