



JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368
www.jeffersoncountypublichealth.org

June 13, 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: Personal Services Agreement with the Port Angeles School District for support for expansion of Natural Resources Senior Culminating Projects to the Quillayute Valley School for the NPC MRC, Amendment #1; July 1, 2012 – June 30, 2013; add'l \$1,525 total not to exceed \$2,647

STATEMENT OF ISSUE:

Jefferson County Public Health, Water Quality Division, requests Board approval of the Personal Services Agreement with the Port Angeles School District for support for expansion of Natural Resources Senior Culminating Projects to the Quillayute Valley School for the NPC MRC, Amendment #1; July 1, 2012 – June 30, 2013; add'l \$1,525 total not to exceed \$2,647

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 the Port Angeles School District through its North Olympic Peninsula Skills Center (NOPSC).

This amendment adds funding to support Natural Resources Senior Culminating Projects in the Quillayute Valley School District (QVSD) and other school districts along the Washington coast through North Olympic Peninsula Skills Center, Port Angeles School District (PASD). Teacher, Dan Lieberman, will provide work from the scope of services. Mr. Lieberman will provide photographs of students presenting their work at the Oceans and River Resources Fair in Forks, submit copies of promotional materials for FY14 Natural Resources options at the QVSD, submit

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students posters, electronically, and provide call logs of conservations of other Coastal MRCs to coordinate the development of similar programs in other counties.

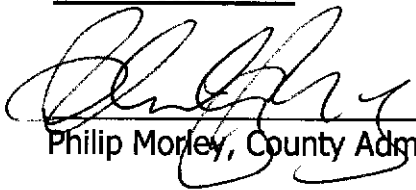
FISCAL IMPACT/COST BENEFIT ANALYSIS:

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 the Port Angeles School District for support for expansion of Natural Resources Senior Culminating Projects to the Quillayute Valley School for the NPC MRC, Amendment #1; July 1, 2012 – June 30, 2013; add'l \$1,525 not to exceed \$2,647

REVIEWED BY:


Philip Morley, County Administrator

6/18/13
Date

(Routed to all Public Health Managers)

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CONTRACT AMENDMENT #1

**Between
Port Angeles School District
And
Jefferson County**

THIS AGREEMENT entered into between the County of Jefferson, a municipal corporation hereinafter referred to as "the County", and Port Angeles School District, hereinafter referred to as "the Subcontractor", on July 1, 2012, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Subcontractor is retained by the County to provide additional outreach to support senior culminating projects in coastal communities as identified in **Exhibit A, Revised Scope of Work** in connection with approved projects of the North Pacific Coast Marine Resources Committee (NPC MRC).
2. Scope of Services. Contractor agrees to perform the revised scope of services, identified on **Exhibit A, Revised Scope of Work**, attached hereto.
3. Compensation. The Contractor will be entitled to an additional \$1,525.00 in funding for services rendered during the term of this contract amendment. Total compensation under this Agreement shall not exceed \$2,647.00 without express written amendment signed by both parties.
4. Term. The term of the above referenced agreement ends June 30, 2013.
5. All other terms and conditions of the original agreement remain in full force and effect.

DATED this 11th day of June, 2013.

By _____
John Austin, Chair
Jefferson Board of County Commissioners

By  _____
Dr. Jane Pryne, Superintendent
Port Angeles School District

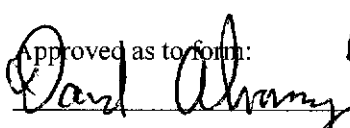
Approved as to form: 6/18/13

David Alvarez, Chief Civil DPA

EXHIBIT A

Revised Scope of Work

Task 1 –Curriculum and Website. The Subcontractor will create, publish and print Quillayute Valley School District-specific natural resource SCP student expectations and curriculum and adapt these as necessary. It will also manage and update a web-based resource to support natural resource SCPs in the Quillayute Valley School District.

Deliverable: Electronic files of student expectations and curriculum and screen shots of web-based resource.

Due: April 15, 2013

Task 2 – Implementation of SCPs. Recruit partner organizations and school district students to engage in natural resources SCPs. Conduct monthly check-ins and evaluate student work.

Deliverable: Final report including a list of student, partner and MRC participants, photographs and supporting documents. All invoices.

Due: June 30, 2013

Task 3 - Additional Outreach to support senior culminating projects in coastal communities.

Subcontractor will:

- provide photographs of students presenting their work at the Oceans and River Resources, Fair in Forks
- submit copies of promotional materials for FY14 Natural Resources options at QVSD
- submit electronic copies of the student posters
- provide call logs from conversations with other Coastal MRCs to coordinate the development of similar programs in other counties

Deliverable: Submit additional deliverables for Amendment # 1

Due June 30, 2013

PERSONAL SERVICES AGREEMENT

Between
Port Angeles School District
And
Jefferson County
For

Support for Expansion of Natural Resources Senior Culminating Projects to the Quillayute Valley School District

THIS AGREEMENT is entered into between the County of Jefferson a municipal corporation, hereinafter referred to as "the County", and Port Angeles School District, hereinafter referred to as "the Subcontractor", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Subcontractor, through the North Olympic Peninsula Skills Center, is retained by the County to complete the implementation of natural resources senior culminating projects (SCPs) in association with the Quillayute Valley School District. 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 \$1,122 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

Senior Culminating Projects

complete the work.

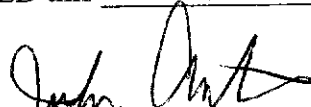
- f. The Subcontractor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
5. Ownership and Use of Documents. All documents, 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


Senior Culminating Projects


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 1st day of April, 2013

By 
John Austin, Chair
Jefferson Board of County Commissioners

By  3/19/13
Dr. Jane Pryne, Superintendent
Port Angeles School District
216 E Fourth Street
Port Angeles, WA 98362
360-565-3700 - jpryne@portangeleschools.org

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

Attest/Authenticated:

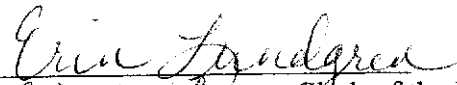

Erin Lundgren, Clerk of the Board

Exhibit A: Scope of Work

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BUDGET

CATEGORY	Detail	In-Kind Contributions	Costs
Salaries/Ben.	Program Manager	\$2,244	\$1,122
Supplies and Equipment	Printer ink cartridges, field equipment	\$1500	\$0
Travel	Travel between Port Angeles and Forks	\$500	\$0
Contracted Services		\$0	\$0
Total In-Kind		\$4,244	
Total Cost			\$1,122