

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
Philip Morley, County Administrator

FROM: Kate Driehaus - WSU Jefferson County Extension

DATE: 7/1/13

RE: Modification to South PT Bay Shellfish Protection Grant

STATEMENT OF ISSUE:

This modification extends the period of performance for an existing agreement the Jefferson County Extension has with the Washington State Department of Health.

ANALYSIS:

This modification extends the period of performance for grant deliverables through October 15, 2013.

FISCAL IMPACT:

None – amendment is for a time extension only

RECOMMENDATION:

We recommend that the Commissioners approve this modification to the agreement

DEPARTMENT CONTACT:

Kate Driehaus 379-5610 Ext. 206

REVIEWED BY:


Philip Morley, County Administrator


Date



CONTRACT AMENDMENT

1. NAME OF CONTRACTOR Jefferson County	2. CONTRACT NUMBER N19755
1a. ADDRESS OF CONTRACTOR (STREET) 380 Jefferson St.	2a. AMENDMENT NUMBER 1
1b. CITY, STATE, ZIP CODE Port Townsend, WA 98368	
3. <input checked="" type="checkbox"/> THIS ITEM APPLIES ONLY TO BILATERAL AMENDMENTS. The Contract identified herein, including any previous amendments thereto, is hereby amended as set forth in Item 5 below by mutual consent of all parties hereto.	
4. <input type="checkbox"/> THIS ITEM APPLIES ONLY TO UNILATERAL AMENDMENTS. The Contract identified herein, including any previous amendments thereto, is hereby unilaterally amended as set forth in Item 5 below pursuant to that changes and modifications clause as contained therein.	
5. DESCRIPTION OF AMENDMENT: To add the Suspension of Performance and Resumption of Performance clause to the contract. This no-cost amendment also retroactively moves the original start date back to September 01, 2012, and extends the Period of Performance to continue conducting an outreach campaign aimed at vessel owners in South Port Townsend Bay to protect shellfish beds.	
5a. Suspension of Performance and Resumption of Performance Clause: <i>In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, DOH may give notice to Contractor to suspend performance as an alternative to termination as provided in the Termination Section. DOH may elect to give written notice to Contractor to suspend performance when DOH determines that there is a reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow performance to be resumed prior to the end date of this contract. Contractor shall suspend performance upon receipt of written notice to suspend. During the period of suspension of performance each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.</i> <i>When DOH determines that the funding insufficiency is resolved, DOH may give Contractor written notice to resume performance. Upon receipt of written notice to resume performance, Contractor will give written notice to DOH as to whether it can resume performance, and, if so, the date upon which it agrees to resume performance. If Contractor gives notice to DOH that it cannot resume performance, the parties agree that the Contract will be terminated effective on the date Contractor received written notice to suspend performance. If the date Contractor gives notice it can resume performance is not acceptable to DOH, the parties agree to discuss an alternative acceptable date. If an alternative date is not acceptable to DOH, the parties agree that the Contract will be terminated retroactive to the date Contractor received written notice of suspension of performance.</i>	
5b. Statement of Work: Exhibit A is revised in accordance with Exhibit A-1, attached hereto and incorporated herein.	
5c. Consideration: This amendment neither increases nor decreases the Contract Consideration ; therefore, the revised maximum consideration of this contract and all amendments shall not exceed \$27,000.00 . Source of Funds for this Amendment: (FED) \$0; (ST) \$0; (Other) \$0; Total \$0.00 Contractor agrees to comply with applicable rules and regulations associated with these federal funds.	
5d. Period of Performance: is extended through October 15, 2013 .	
5e. The Effective Date of this Amendment: is September 01, 2012 .	
6. All other terms and conditions of the original contract and any subsequent amendments thereto remain in full force and effect.	
7. <input type="checkbox"/> This is a unilateral amendment. Signature of contractor is not required below. <input checked="" type="checkbox"/> Contractor hereby acknowledges and accepts the terms and conditions of this amendment. Signature is required below.	
8. CONTRACTOR SIGNATURE (also, please print/type your name)	DATE
9. DOH CONTRACTING OFFICER SIGNATURE	DATE

This document has been approved as to form only by the Assistant Attorney General.

Approved as to form only:

6/19/13
 Jefferson County
 Jefferson Co. Prosecutor's Office

EXHIBIT A-1
DOH CONTRACT N19755-1
Subrecipient Statement of Work

CFDA #	CFDA TITLE	Federal Grant Award #	Federal Grant Award Name	Federal Agency Name
66.123	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program	PC-00J32601	DOH Puget Sound Restoration	US Environmental Protection Agency (EPA)

PURPOSE:

The purpose of this contract is to conduct an outreach campaign aimed at vessel owners in South Port Townsend Bay, to protect shellfish beds.

OBJECTIVE:

The Jefferson County Marine Resources Committee (MRC) will coordinate with DOH to conduct an outreach campaign to protect shellfish resources in South Port Townsend Bay (SPTB). The outreach campaign will implement one of the objectives of the SPTB Management Plan (<http://www.ora.wa.gov/regulatory/default.asp>) for vessel waste management to better protect commercial shellfish beds.

Jefferson County MRC will procure permits and install four (4) marker buoys to delineate a voluntary 'no anchor' zone in SPTB, develop and install signage at appropriate locations, develop and distribute informational brochures, and conduct outreach activities with the boating community.

Activities will be conducted from ~~September 10, September 1, 2012~~, through ~~May 31~~ October 15, 2013. A summary report with recommendations for continuing activities will be provided by ~~May 31~~ October 15, 2013.

EXHIBIT A-1
DOH CONTRACT N19755-1
Subrecipient Statement of Work

Task #	Task/Activity Description	Deliverables/Outcomes	Due Date	Cost Reimbursement not to exceed
1	Apply for and obtain permits for installation of marker buoys	<ul style="list-style-type: none"> Apply for permits Approved permits 	<ul style="list-style-type: none"> December 31, 2012-May 1, 2013 July 1, 2013 	\$ 3,000
2	Develop signage and brochures for outreach activities. Draft materials to be approved by DOH prior to printing.	<ul style="list-style-type: none"> Electronic copy of brochure and signage. Five hundred (500) printed brochures 	December 31, 2012 July 1, 2013	\$9,000
3	Procure and install four (4) marker buoys with associated equipment for voluntary 'no anchor zone' and signs at Port dock, Hadlock marina and Boat School.	Marker buoys, signs installed	March 31 July 1, 2013	\$10,000
4	Outreach at boating events a. Outreach to boating community at community events, yacht club meetings. b. Outreach at 2012 and 2013 Wooden Boat Festival	Attendance sheets from each meeting Sign-up sheets	May 31 September 30, 2013 Sept. 7-9, 2012 Sept. 6-8, 2013	\$150/event \$1,000 (total \$2500)
5	Summary report with recommendations for future outreach activities. Federally Required Reporting and tracking (Administrative and reporting costs will be charged to task 5)	<p>Summary End of Project report</p> <p>US EPA Puget Sound Financial and Ecosystem Accounting Tracking System (FEATS) reports</p> <p>Federally required women/ minority-owned business reports due to david.bartruff@doh.wa.gov, if applicable.</p>	<p>May 31, 2013- October 15, 2013</p> <p>April 15, 2013 October 15, 2013</p>	\$2500

The maximum reimbursement for allowable costs under this contract shall not exceed: \$27,000
Payment shall be contingent upon completion of activities and receipt and acceptance by DOH of described deliverables and properly completed invoices. Payment for the sub-recipient's federally-approved indirect rate, if submitted to DOH, is an eligible expense.

**SPECIAL TERMS & CONDITIONS
FEDERAL COMPLIANCE
ADDITIONAL FEDERAL (EPA) CERTIFICATIONS AND ASSURANCES**

The Sub-Recipient shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

Award Information:

Federal Agency: US Environmental Protection Agency (EPA)
CFDA Number and Title: 66.123 - Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program
Award Name and Number: DOH Puget Sound Restoration (PC-00J32601)
Award Year: 2011 -2017

Administrative Conditions:

1. Cost Principles

Sub-Recipient agrees to comply with the cost principles of the below listed federal regulations are applicable as appropriate to this award.
2 CFR 225 (A-87) for State, Local, and Indian Tribal Governments
2 CFR 220 (A-21) for Educational Institutions
2 CFR 230 (A-122) Nonprofit Organizations
FAR 31.2 for Commercial Organizations

An electronic copy of all the Circulars and applicable CFR's may be obtained via the OMB Home Web page at:
http://www.whitehouse.gov/omb/circulars_default/

Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and in-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.

2. Audit Requirements

The Sub-Recipient shall fully comply with requirements of OMB Circular A-133, 'Audits of States, Local Governments, and Non-Profit Organizations, if applicable.

3. Hotel-Motel Fire Safety Act

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, Sub-Recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended. Sub-Recipient may search the Hotel-Motel National Master List at: <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.