

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
Philip Morley, County Administrator

FROM: Kate Driehaus, WSU Jefferson County Extension

DATE: 7/8/13

RE: Agreement with NW Straits Foundation re: Oil Spill Response and Readiness

STATEMENT OF ISSUE:

This agreement with the Northwest Straits Foundation will provide Jefferson County Extension with funds to conduct public trainings and outreach in the area of oil spill response and readiness in Jefferson County.

ANALYSIS:

This agreement will allow the Jefferson County Extension natural resources program to conduct trainings for the Jefferson County community in such areas as oiled wildlife cleanup, oil spill preparedness, and oil spill drills.

FISCAL IMPACT:

\$2700.00 - 100% grant funded – no cost is incurred by the County

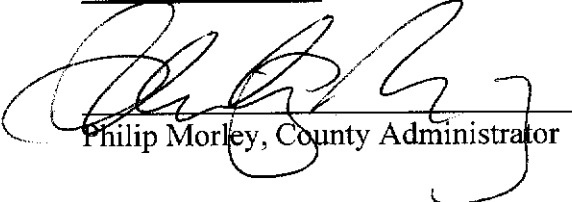
RECOMMENDATION:

We recommend that the Commissioners approve this agreement

DEPARTMENT CONTACT:

Kate Driehaus 379-5610 Ext. 206

REVIEWED BY:


Philip Morley, County Administrator

7/13/13

Date

Agreement

between the

NORTHWEST STRAITS FOUNDATION
and
JEFFERSON COUNTY

Northwest Straits Project: Community Engagement for Oil Spill Response and Readiness

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 Community Engagement for Oil Spill Response and Readiness in collaboration with local Marine Resource Committees. The source of funds provided by the NWSF is the EPA through the Washington Department of Fish and Wildlife (EPA Grant PC-00J29801-0; WDFW Contract Number 12-1940).

IT IS MUTUALLY AGREED THAT:

1.0 Statement of Work. 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 15, 2013 and end on December 31, 2014 unless terminated sooner as provided herein.

3.0 Payment. Parties agree the cost of accomplishing the work will not exceed \$2,700. Amount to be reimbursed to the County per the attached Scope of Work is as follows:

Task 1: \$940.00
Task 2: \$685.00
Task 3: \$515.00
Task 4: \$310.00
Task 5: \$250.00
Total: \$2700.00

NWSF agrees to reimburse the County within 30 days of receipt of invoice for approved and completed work. Total Payment for satisfactory performance of work shall not exceed \$2700 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 County providing acceptable deliverables as noted in the Scope of Work Exhibit "A."

4.0 Billing Procedures. 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 402
Bellingham, WA 98225
dupre@nwstraits.org

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

Chair Date
Board of County Commissioners
Jefferson County, Washington

R/du Pre *5/22/13*

Robyn du Pre Date
Executive Director

ATTEST:

Clerk Date
Board of County Commissioners
Jefferson County, Washington

Jefferson County Marine Resources Committee

Approved as to form only:

David Alving *6/24/13*

Jefferson Co. Prosecutor's Office

By: _____ Date
Al Bernstein
MRC Chairperson

EXHIBIT A

Scope of Work

Northwest Straits Marine Conservation Foundation
Community Engagement for Oil Spill Response and Readiness

Task 1: Community Engagement Workshops

Budget: \$940.00

The Jefferson County MRC will assist with promotion and logistical support for two (2) day-long community workshops on oil spill preparedness, to be held in the fall of 2013 and fall of 2014.

- Work with the Foundation project manager to find and reserve a suitable venue for each of two workshops
- Assist the Foundation with identification of county emergency management personnel to be invited to the workshops
- Promote the workshops locally through press releases to MRC distribution lists and other promotion appropriate to the community

Deliverables:

- Documentation of venue reservation
- Copies of all promotional materials such as press releases, posters, etc.

Task 2: Oiled Wildlife Trainings

Budget: \$685.00

The Foundation will contract with Islands Oil Spill Association to provide a two-part basic oiled wildlife care class and hands-on practice exercise. The MRC will:

- Work with the Foundation project manager to find and reserve a suitable venue for the workshop
- Promote the workshop locally through press releases to MRC distribution lists and other promotion appropriate to the community

Deliverables:

- Documentation of venue reservation
- Copies of all promotional materials such as press releases, posters, etc.

Task 3: HAZWOPER Training

Budget: \$515.00

The Foundation will offer an eight-hour HAZWOPER training class. The training may be offered in tandem with the Oiled Wildlife Training -above, or may be offered on separate dates. The MRC will:

- Work with the Foundation project manager to find and reserve a suitable venue for the workshop
- Promote the workshop locally through press releases to MRC distribution lists and other promotion appropriate to the community

Deliverables:

- Documentation of venue reservation
- Copies of all promotional materials such as press releases, posters, etc.

Task 4: Local Participation in Oil Spill Drills**Budget: \$310.00**

The Foundation will work with the Department of Ecology to actively invite local officials/tribes (*with formal roles in a response*) to participate in real industry led oil spill drills within their geographic areas, if offered. The MRC will serve as the project liaison to local emergency management personnel, facilitating communication regarding spill exercises.

Deliverables:

- A list of county and tribal personnel with formal roles in oil spill response, with contact information
- Copies of communication with county/tribal personnel

Task 5: Local Incident Notification Communication and Call Down List**Budget: \$250**

NWSF will develop and establish a local incident notification communication tree for each county that does not currently have one and run a pilot test of the local incident notification and communications “call down list” in each community for which this tool is developed.

- Work with Foundation project manager to encourage county emergency management personnel to take a brief web-based survey to ascertain what incident notification systems exist and whether Jefferson County would like assistance in developing their system.

Deliverables:

- Distribution of customized Incident Notification System and “Call Down List”, if created as a result of the survey.