



# JEFFERSON COUNTY PUBLIC HEALTH

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

Consent Agenda

July 22, 2013

## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA REQUEST

**TO:** Board of County Commissioners  
Philip Morley, County Administrator

**FROM:** Jared Keefer, Environmental Health Director  
Mike Dawson, Environmental Health Specialist/Lead

**DATE:** August 12, 2013

**SUBJECT:** Agenda Item – Interagency Agreement with Department of Health for Anderson Lake Anatoxin-a & other regional lakes toxicity testing; July 20, 2013 – June 1, 2014; \$1,000

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

Jefferson County Public Health, Environmental Health Department, Water Quality Division, requests Board approval of the Interagency Agreement with Department of Health for Anderson Lake Anatoxin-a & other regional lakes toxicity testing; July 20, 2013 – June 1, 2014; \$1,000

#### **ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:**

Anderson Lake has a consistent bloom of cyanobacteria (bluegreen algae) each year and has produced some of the highest levels in the world of the potent nerve toxin anatoxin-a. Jefferson County Public Health has monitored Anderson Lake for toxins since 2007. Although similar species of cyanobacteria exist in other Washington lakes, Anderson Lake is unique in regularly producing high levels of toxin. Preliminary testing by Oregon State University in 2012 has identified a strain of Anabaena cyanobacteria as the likely major producer of anatoxin-a. Jefferson County was asked by Washington State Department of Health and Oregon State University to collect additional samples for genetic testing to help determine if the toxin-producing strains in Anderson Lake are similar or different than strains present in other Washington lakes. This project will fund additional staff time to collect and process samples to send to Oregon State University above and beyond the monthly monitoring that Jefferson County Public Health currently performs.

#### **FISCAL IMPACT/COST BENEFIT ANALYSIS:**

The contract is funded by the Department of Health and requires no match.

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

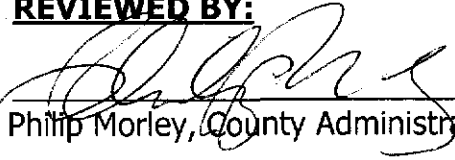
**PUBLIC HEALTH**  
ALWAYS WORKING FOR A SAFER AND  
HEALTHIER COMMUNITY

ENVIRONMENTAL HEALTH  
WATER QUALITY  
MAIN: (360) 385-9444  
FAX: (360) 379-4487

**RECOMMENDATION:**

JCPH management request approval of the Interagency Agreement with Department of Health for Anderson Lake Anatoxin-a & other regional lakes toxicity testing; July 20, 2013 – June 1, 2014; \$1,000

**REVIEWED BY:**

  
Philip Morley, County Administrator

7/24/13  
Date



CONTRACT NUMBER <b>N20219</b>	SUBRECIPIENT * <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
	FFATA FORM REQUIRED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

\* see Attachment 1, sections I and II

**INTERAGENCY AGREEMENT**  
 between  
**STATE OF WASHINGTON**  
**DEPARTMENT OF HEALTH**  
 and  
**JEFFERSON COUNTY WATER QUALITY PROGRAM**

**THIS AGREEMENT** is made and entered into by and between the DEPARTMENT OF HEALTH, hereinafter referred to as DOH, and JEFFERSON COUNTY WATER QUALITY PROGRAM, hereinafter referred to as the Contractor pursuant to the authority granted by Chapter 39.34 RCW.

**IT IS THE PURPOSE OF THIS AGREEMENT** for Jefferson County to collect samples from Anderson Lake and regional lakes for toxicity tests and genetic investigations and to send samples to the Oregon State University (OSU) as instructed.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**STATEMENT OF WORK:** The Contractor shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in **Exhibit A**, attached hereto and incorporated herein.

**PERIOD OF PERFORMANCE:** Subject to its other provisions, the period of performance of this Agreement shall commence on **July 20, 2013** and be completed on **June 01, 2014**, unless terminated sooner as provided herein.

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):** If checked above, this contract is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.

To comply with the act and be eligible to enter into this contract, your organization must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If you do not already have one, you may receive a DUNS® number free of charge by contacting Dun and Bradstreet at [www.dnb.com](http://www.dnb.com).

Information about your organization and this contract will be made available on [www.USASpending.gov](http://www.USASpending.gov) by DOH as required by P.L. 109-282. DOH's form, Federal Funding Accountability and Transparency Act Data Collection Form, is considered part of this contract and must be completed and returned along with the contract.

**PAYMENT:** Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed **\$1,000.00** in accordance with **Exhibit A**, attached hereto and incorporated herein. Payment will not exceed this amount without a prior written amendment. DOH will authorize payment only upon satisfactory completion and acceptance of deliverables and for allowable costs as outlined in the statement of work and/or budget.

**Source of Funds:** (FED) \$0; (ST) **\$1,000.00**; (Other) \$0; **Total \$1,000.00**

Contractor agrees to comply with applicable rules and regulations associated with these federal funds.

**BILLING PROCEDURE:** Payment to the Contractor for approved and completed work will be made by warrant or account transfer by DOH within 30 days of receipt of the invoice. Upon expiration of the contract, any claim for payment not already made shall be submitted within 60 days after the expiration date or the end of the fiscal year, whichever is earlier.

**AGREEMENT ALTERATIONS AND AMENDMENTS:** This agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**ASSIGNMENT:** The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**CONFIDENTIALITY/SAFEGUARDING OF INFORMATION :** The use or disclosure by any party of any information concerning a client obtained in providing service under this agreement shall be subject to Chapter 42.56 RCW and Chapter 70.02 RCW, as well as any other applicable federal and state statutes and regulations.

Any unauthorized access or use of confidential information must be reported to the DOH IT Security Officer at (360) 236-4432. The notification must be made in the most expedient time possible (usually within 24 hours of discovery) and without unreasonable delay, consistent with the legitimate needs of law enforcement, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

**CONTRACT MANAGEMENT:** The contract manager 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.

The Contract Manager for DOH is:

Brandy Brush  
Office of Shellfish and Water Protection  
Biotoxin Program,  
Department of Health  
PO Box 47824  
Olympia, WA 98504-7824  
(360) 236-3342

The Contract Manager for the Contractor is:

Michael Dawson  
Jefferson County Water Quality Program  
615 Sheridan Street  
Port Townsend, WA 98368  
(360) 385-9444, Ext. 301

**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, contract 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. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**GOVERNANCE:** This contract is entered into pursuant to and 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.

In the event of 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:

- a. applicable state and federal statutes and rules;
- b. statement of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

**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.

**PRIVACY:** Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor

agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Department reserves the right to monitor, audit or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include but is not limited to "salting" by the department. Contractor shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless the department for any damages related to the contractor's unauthorized use of personal information.

**RECORDS MAINTENANCE:** The parties to this contract 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 (6) years after expiration or termination. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access 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 or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**RIGHTS IN DATA:** Unless otherwise provided, data, which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by DOH. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

**SEVERABILITY:** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

**SUBCONTRACTING:** Neither the Contractor, nor any subcontractors, shall enter into subcontracts for any of the work contemplated under this agreement without prior written approval of DOH. In no event shall the existence of the subcontract operate to release or reduce the liability of the contractor to the Department for any breach in the performance of the contractor's duties. This clause does not include contracts of employment between the contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to

unauthorized persons personal information without the express written consent of DOH or as provided by law.

If, at any time during the progress of the work, the Department determines in its sole judgment that any subcontractor is incompetent, the Department shall notify the Contractor, and the Contractor shall take immediate steps to terminate the subcontractor's involvement in the work. The rejection or approval by the Department of any subcontractor or the termination of a subcontractor shall not relieve the Contractor of any of its responsibilities under the Contract, nor be the basis for additional charges to the Department.

**SUSPENSION OF PERFORMANCE AND RESUMPTION OF PERFORMANCE:** 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.

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.

**TERMINATION:** Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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, the department may terminate the contract, subject to renegotiation under those new funding limitations and conditions.

**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 these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

**WAIVER:** A failure by either party to exercise its rights under this agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**ALL WRITINGS CONTAINED HEREIN:** This Agreement, and Attachment 1, Federal Compliance, and Standard Federal Certifications and Assurances, contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

State of Washington  
Department of Health

Jefferson County Water Quality Program

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
(please also print/type name & title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM ONLY:  
Attorney General  
May 1997

Approved as to form only:

*David Alvarez* 7/23/13  
\_\_\_\_\_  
Jefferson County Prosecutor's Office  
David Alvarez, Chief Civil DPA



EXHIBIT A  
 STATEMENT OF WORK  
 DOH CONTRACT N20219  
**Anatoxin-a Sampling in Anderson Lake**

**PURPOSE:**

The purpose of this contract is for Jefferson County to collect samples from Anderson Lake and regional lakes for toxicity tests and genetic investigations and send samples to the Oregon State University (OSU) as instructed. Reimbursement for work is not to exceed \$1,000.

**Description of Project**

Washington has a history of toxic blooms of Anabaena, Aphanizomenon, and Microcystis that have led to human illnesses and death to pets and other animals. Anderson Lake, near Port Townsend in Jefferson County, has produced some of the highest concentrations in the world of the nerve toxin Anatoxin-a, resulting in lake closures and animal deaths. If the particular source of Anatoxin-a in Anderson Lake can be identified, lake managers may be able to prevent high toxin levels from occurring in other regional lakes. Partners at Oregon State University (OSU) have recently identified an Anabaena isolate from Anderson Lake as the likely major producer of Anatoxin-a. Further investigation will assess whether additional Anatoxin-a producers are present in Anderson Lake and whether genetically identical Cyanobacteria exist in other regional lakes.

<b>Task #</b>	<b>Task/Activity Description</b>	<b>Deliverables/Outcomes</b>	<b>Due Date/Time Frame</b>	<b>Maximum payment allowed:</b>
1	1. Collect samples from Anderson Lake and regional lakes for toxicity tests and genetic investigations and send samples to OSU as instructed.	2. Provide reports with invoices to DOH explaining when and where samples were taken and sent to OSU for analysis.	Final billing due 30 days prior to end of contract period.	\$1,000