



JEFFERSON COUNTY PUBLIC HEALTH

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

Consent Agenda

August 26, 2013

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jared Keefer, Environmental Health Director
Pinky Feria Mingo, Environmental Health Specialist

DATE: September 23, 2013

SUBJECT: Agenda Item – Personal Services Agreement with Waddell Environmental, LLC for Hidden Hazards in the Arts presentation; November 1, 2013 – February 28, 2014

STATEMENT OF ISSUE:

Jefferson County Public Health, Environmental Health Department, requests Board approval of the Personal Services Agreement with Waddell Environmental, LLC for Hidden Hazards in the Arts presentation; November 1, 2013 – February 28, 2014

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

Artists experience the same occupational exposure hazards as employees in industrial settings, but often do not receive the same information on how to minimize their exposures to chemicals mists, dusts, and fumes that can have health impacts. Hidden Hazards in the Arts is targeted specifically at artists to give them the necessary information to prevent exposure as well as provide information on proper disposal of chemicals.

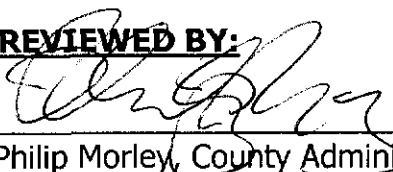
FISCAL IMPACT/COST BENEFIT ANALYSIS:

This subcontract is funded by a contract through the Department of Ecology, Local Source Control # C1400033 as part of that agreements Statement of Work.

RECOMMENDATION:

JCPH management request approval of the Personal Services Agreement with Waddell Environmental, LLC for Hidden Hazards in the Arts presentation; November 1, 2013 – February 28, 2014

REVIEWED BY:


Philip Morley, County Administrator

8/27/13
Date

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

PERSONAL SERVICES AGREEMENT

Between

Waddell Environmental, LLC

And

Jefferson County

For

Hidden Hazards in the Arts

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

1. Project Designation. The Subcontractor is retained by the County to conduct two workshops on Hidden Hazards in the Arts covering the major hazards associated with occupational and environmental exposures to painting, encaustic, collage, jewelry, ceramics, and print making.
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 November 1, 2013 and continues through February 28, 2014 unless terminated as provided herein. The agreement may not be extended beyond February 28, 2014 with express written amendment signed by both parties.
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 \$1,100 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 Department of Ecology grant. If funding from this grant 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 after each completed workshop. 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 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 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.

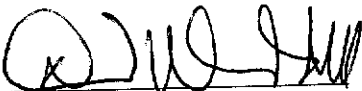
11. Termination. The County reserves the right to terminate this contract in whole or in part, without prior written notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination 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 _____ day of _____, 2013

By _____
John Austin, Chair
Jefferson Board of County Commissioners

By 
Dave Waddell
16533 34th Avenue NE
Seattle, WA 98155

September 4, 2013
Date

Attest/Authenticated:

Approved as to form only
 8/27/13
Jefferson Co. Prosecutor's Office
David Alvarez, Chief Civil DPA

Clerk of the Board

Exhibit A

Scope of Work

Conduct two workshops on Hidden Hazards in the Arts:

- November 2, 2013
- February 8, 2014.

JCPH will pay the contractor \$550.00 for each workshop. This contract shall not to exceed \$1,100 without express written amendment signed by both parties. The workshops shall cover the major hazards associated with occupational and environmental exposures in the following art disciplines:

Painting/Encaustic /Collage
Jewelry/Ceramics
Print Making

Each workshop will comprise two 2 hour presentations: one presentation will address Painting/Encaustic/Collage and the second presentation will address one of the other two categories.

Contractor is responsible for providing laptop and screen projector, and any handouts.

JCPH will provide screen and secure the venue.