



JEFFERSON COUNTY PUBLIC HEALTH

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www.jeffersoncountypublichealth.org

February 18, 2014

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: Agenda Request: Personal Services Agreement - Discover Your Northwest for the NPC and Gray's Harbor MRCs – Washington Coast Area Cleanup 2014, North Pacific Coast Area; July 1, 2013 – June 30, 2014; \$16,160

STATEMENT OF ISSUE:

Jefferson County Public Health, Water Quality Division, requests Board approval of the Personal Services agreement with Discover Your Northwest for the NPC and Gray's Harbor MRCs – Washington Coast Area Cleanup 2014, North Pacific Coast Area; July 1, 2013 – June 30, 2014; \$16,160

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

The North Pacific Coast MRC has selected the Washington Coast Cleanup and Discover Your Northwest to receive a portion of the funds provided by Washington State Department of Fish and Wildlife (DFW Grant# 13-2200) to support Pacific Coast resources. The Washington Coast Cleanup occurs each April and spans much of the outer coast, involves upwards of 600 volunteers and typically hauls off over ten tons of marine debris. This year the cleanup is scheduled for April 19 <http://www.coastsavers.org>. Project partners include the Surfrider Foundation, the Olympic Coast National Marine Sanctuary, tribal governments, Grays Harbor MRC, and Olympic National Park.

These funds will be used to reimburse Discover Your Northwest, a Seattle non-profit, for project management, solid waste tipping fees, BBQ supplies, and a travelling exhibit which will be on display that same day in Forks. This project addresses the stewardship and conservation aspects of the NPR MRC benchmarks for marine habitats, marine life, and education and outreach.

Grays Harbor MRC has requested that Jefferson County act as fiscal agent for the funds that they have dedicated to the Coast Cleanup. That MRC will be fiscal agent for NPC MRC funds allocated Feiro Marine Life Center's educational programs on the coast.

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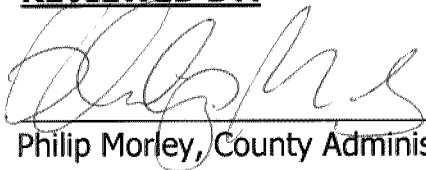
FISCAL IMPACT/COST BENEFIT ANALYSIS:

The costs to complete this project are fully funded through DFW #13-2200. No match from Jefferson County is required. Projects were selected by the MRCs through a publicized RFP and the selection process which was open to the public.

RECOMMENDATION:

JCPH management requests approval of the Personal Services agreement with Discover Your Northwest for the NPC and Gray's Harbor MRCs – Washington Coast Area Cleanup 2014, North Pacific Coast Area; July 1, 2013 – June 30, 2014; \$16,160

REVIEWED BY:


Philip Morley, County Administrator

2/19/14
Date

(Routed to all Public Health Managers)

PERSONAL SERVICES AGREEMENT

Between

Discover Your Northwest
and
Jefferson County

THIS AGREEMENT is entered into between the County of Jefferson a municipal corporation, hereinafter referred to as "the County", and Discover Your Northwest, 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 coordinate the implementation of the Washington Coast Cleanup 2014. Volunteers will gather and remove marine debris and recyclables from beaches and collect data regarding the type and distribution of debris. The Subcontractor will support the volunteers and dispose of the debris appropriately. The personal services are funded by a grant from the Washington State Department of Wildlife (DFW) Grant 13-2200.
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, 2013 and continues through June 30, 2014 unless terminated as provided herein. The agreement may not be extended beyond June 30, 2014.
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. Project costs include salaries and benefits, waste disposal and non-food supplies for the post cleanup barbecue. Payment for the work provided by the Subcontractor shall not exceed \$16,160 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

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. Subcontractor shall defend, indemnify and hold the County, 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 the County.
 - 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 Subcontractor and the County, its officers, officials, employees, and volunteers, the Subcontractor's liability hereunder shall be only to the extent of the Subcontractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Subcontractor's 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.
 - c. Insurance policies and additional named insured endorsements obtained for the Subcontractor shall provide primary insurance coverage and also be non-contributory. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the County shall be excess and not contributory to such insurance policies. All subcontractor's liability insurance policies must be endorsed to show this primary coverage.

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 will not discriminate against any person in performance of Subcontractor's services under this Agreement or in the selection and retention of employees or procurement of materials or supplies on the basis of age, sex, marital status, sexual orientation, race, religion, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification.
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 _____, 2014

By _____
John Austin, Chair
Jefferson Board of County Commissioners

By _____
Jim Adams
Discover Your Northwest
164 South Jackson Street
Seattle, WA 98104
(206) 220-4278 - heidi.walker@discovernw.org

David Alvarez 3/3/14

APPROVED AS TO FORM
Civil DPA David Alvarez

Attest/Authenticated:

Carolyn Avery, Deputy Clerk of the Board

Exhibit A: Scope of Work

The WCC will serve large numbers of volunteers and incorporate a) data collection regarding the type and distribution of debris, b) recycling programs at selected beaches, and c) coordination with partnering organizations and volunteers. A travelling exhibit will also be produced.

Task 1 – Organize and Implement April 2014 North Coast Cleanup. The Subcontractor will organize, lead and implement the Washington Coast Cleanup for the Pacific Coast. Several areas on both the “North Beach” and “South Beach” portions of Grays Harbor County as well as at least three locations on the North Pacific Coast will receive organized volunteer clean up and disposal. Responsibilities include registration and leadership of volunteers, permits, liability waivers, orientation, cleanup, data collection, recycling at selected beaches. The WCC will also incorporate data collection regarding the type and distribution of debris, and recycling programs at selected beaches.

Deliverable: North Coast Cleanup

Due: April 19, 2014

Task 2 – Travelling Exhibit. The Subcontractor will produce the traveling exhibit: “Marine Debris on the Washington Coast: Are You a CoastSaver?” and display it at coastal public venues in 2014 including the NPC MRC resource fair on April 19.

Due: April 19, 2014

Task 3 – Invoicing and Final Report. The Subcontractor will submit all invoices, a final report (Exhibit B) on the North Coast cleanup and ten (10) photos and photo releases (Exhibit C) for use in NPC MRC materials.

Deliverable: Invoices, final report, JPG photo files and photo releases.

Due: June 15, 2014

BUDGET

CATEGORY	Detail	In-Kind Contributions	Costs
Salaries/Ben.	Project Managers		\$14,160
Supplies	Exhibit	\$1,100 Bags and barbecue supplies from Washington Clean Coast Alliance Members	\$2,000
Travel			\$0
Contracted Services	Solid Waste Disposal	\$5,000 from NOAA Marine Debris Program	
Total In-Kind	Washington Clean Coast Alliance Members		
Total Cost			\$16,160

Exhibit B: Final Report
Exhibit C: Photo Release

COASTAL MRC PROGRAM – FINAL REPORT FORM

Project Title:

MRC:

Project Leader's Name:

WDFW Contract #:

Has this project been completed? Yes Ongoing Project

If no, describe below the reasons why this project wasn't completed by the deadline:

Project Funds Awarded: \$ Project Funds Spent: \$

If any funds weren't spent, please explain why below:

Was any inventoriable equipment purchased with your MRC funds for this project? Yes No

If you did purchase any inventoriable equipment, you will be contacted about returning the equipment to WDFW or to discuss the possibility of a loan agreement to allow continued use of the equipment.

Have all Volunteer Registration Forms been turned in? Yes No

Have all Volunteer Timesheets been turned in? Yes No

Have all reimbursement requests been turned in? Yes No

Please submit any remaining volunteer registration forms, volunteer timesheets, and reimbursement requests with this report.

How many total volunteer hours were used on this project?

Please describe the accomplishments of the project below:

How did the public and/or fish and wildlife benefit from your project's activities?

Please list the names of any WDFW personnel that provided assistance to your project:

COASTAL MRC PROGRAM – FINAL REPORT FORM

Use the space below to provide comments about your experience with the Coastal MRC Program or describe your ideas for program improvement:

The information provided in this report will be included in the annual report to the governor and the appropriate committees of the legislature. This report will also be made available to all grantees, the Fish and Wildlife Commission, the Director of WDFW, WDFW's Executive Management Team and other personnel within WDFW as well as the general public (via our webpage). Please send photographs of project activity (with photographer's full name) as an e-mail attachment to: heather.reed@dfw.wa.gov (for possible use in the report).

The information that you provide in this report may be used in evaluating future Coastal MRC project proposals.

Name (if sending electronically) or Signature (if sending hard copy):

Date:

Send completed final reports to the program coordinator:

Heather.reed@dfw.wa.gov

Or

WDFW
ATTN HEATHER REED
48 DEVONSHIRE ROAD
MONTESANO, WA 98563



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Release Form

I do hereby authorize Jefferson County Public Health, and those acting pursuant to its authority to:

1. Record my participation and appearance on video tape, audio tape, film, photography or any other medium.
2. Use my name, likeness, voice and in connection with these recordings.
3. Exhibit or distribute such recording in whole or in part without restrictions or limitation for any educational or promotional purpose which Jefferson County Public Health, and those acting pursuant to its authority, deem appropriate, including on the internet.

Date: ____ \ ____ \ ____

Location: _____

Name of Person
Photographed or Recorded: _____

Address: _____

Phone: _____

Signature: _____

Witness Signature: _____

Parent/Guardian Signature (if under 18): _____