



# JEFFERSON COUNTY PUBLIC HEALTH

Consent Agenda

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

February 7, 2014

## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA REQUEST

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

**FROM:** Jared Keefer, Environmental Health & Water Quality Director  
Tami Pokorny, Environmental Health Specialist II

**DATE:** *April 7, 2014*

**RE:** **Agenda Request:** Personal Services Agreement with North Olympic Salmon Coalition for Washington Conservation Corps (WCC); January 13, 2014 – December 24, 2014; \$16,825

#### STATEMENT OF ISSUE:

Jefferson County Public Health, Water Quality Division, requests Board approval of the Personal Services Agreement with the North Olympic Salmon Coalition (NOSC) for Washington Conservation Corps (WCC); January 13, 2014 – December 24, 2014; \$16,825

#### ANALYSIS:

This agreement will engage the Port Hadlock-based Washington Conservation Corps (WCC) crew, available through the North Olympic Salmon Coalition, for up to five weeks to help control weeds and plant streamside buffers on county-managed riparian restoration projects in areas such as Leland Creek and the floodplains of the Dosewallips and Duckabush Rivers. The intent of these activities is to reduce water pollution by obstructing the flow of contaminants, increasing shade and other factors that aid in maintaining and restoring water quality.

The WCC is a unique program created under Chapter 43.220 RCW to engage young people in the restoration of Washington's ecosystems. The WA Department of Ecology administers the WCC as a partnership with other departments, organizations, and agencies to complete projects with fee-for-service work crews to meet goals associated with the enhancement of water quality, watershed health, fish and wildlife, and habitat (RCW 43.220.045). WCC is financially supported through AmeriCorps. The 6-person crews are trained, equipped, insured and well-supervised. NOSC holds an annual agreement with the WA Department of Ecology for this particular crew and makes a portion of its time available to local projects managed by other entities.

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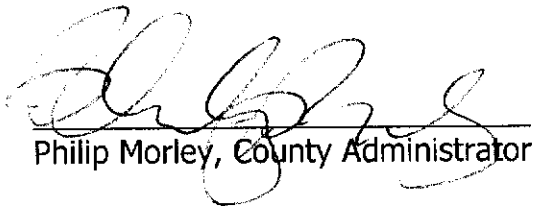
**FISCAL IMPACT:**

Costs for the NOSC WCC crew will be provided by the Hood Canal Watershed Clean Water project (Ecology Grant #G1100189) with match provided by Clean Water District funds and Interlocal Agreements. Recreation and Conservation Office grant #12-1385C will provide funds to conduct activities on the Dosewallips and Duckabush River floodplains with match already satisfied by the value of parcels previously acquired along the Dosewallips River. There is no impact to the General Fund. Pollution control facilities are exempt from bid law under Chapter 70.95A RCW and WCC members are exempt from prevailing wages under Chapter 43.220.070(4) RCW.

**RECOMMENDATIONS:**

JCPH management requests approval of the Personal Services Agreement with North Olympic Salmon Coalition for Washington Conservation Corps (WCC); January 13, 2014 – December 24, 2014; \$16,825.

**REVIEWED BY:**

  
Philip Morley, County Administrator

2/11/14  
Date

Personal Services Agreement  
 By and Between  
 Jefferson County  
 And  
 North Olympic Salmon Coalition

THIS AGREEMENT is made and entered into by and between Jefferson County, hereinafter referred to as "the County," and the North Olympic Salmon Coalition, hereinafter referred to as the "Contractor".

IT IS THE PURPOSE OF THIS AGREEMENT to provide Washington Conservation Corps (WCC) members to perform natural resource projects in Jefferson County, pursuant to Chapter 43.220 of the Revised Code of Washington.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

Both parties agree to do all things necessary for or incidental to the performance of the work set forth in Attachment "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on 1/13/14 and be completed on 12/24/14 unless terminated sooner as provided herein.

PAYMENT

The parties have determined that the cost of accomplishing the work herein will not exceed \$16,825.00. Payment for satisfactory performance of the work shall not exceed this amount without express written amendment signed by both parties. Compensation for service(s) shall be based on the following established rates:

	Provided by Contractor	Reimbursed to Contractor by Jefferson County
Line 1:	Up to 5 Cost-Share Crew Weeks (\$3,320 per week)	\$16,600
Line 2:	Up to 3 days DR Mower (\$75 per day)	\$225
Line 3:		
Line 4:		
	Total CONTRACTOR COST	\$16,825
		Above cost Not to be Exceeded

## BILLING PROCEDURE

The Contractor shall submit invoices monthly to the County's designated contact person listed under the "Contract Management" section. Payment to the Contractor for approved and completed work will be made by warrant by the County within 30 days of receipt of the invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

## 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 service(s) 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, 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.

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from production under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by The Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that production pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining production, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from production under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

## 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 the County. 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.

## 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.

## INSURANCE

1. Insurance. The Contractor 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 Contractor shall provide primary insurance coverage. Any joint-self insurance per Ch. 48.62 RCW, self-insured retention, deductible or risk retention maintained or participated in by the County shall be excess and not contributory to such insurance policies the Contractor is obligated to obtain and retain. All Contractor's liability insurance policies must be endorsed to show this primary coverage.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies) it being the intention of the parties that the insurance policies listed above shall protect both parties and be primary coverage for any and all losses covered by the above-listed insurance policies. It is further agreed by the parties that any and all deductibles made part of the above-listed insurance policies shall be assumed by, paid for and at the risk of the Contractor.

## 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.

## 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.

## 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 failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

## 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. 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 Agreement 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

#### 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.

#### 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.

#### 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.

#### INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County (and its officials, agents and employees) from and against all claims arising out of or resulting from the negligent performance of this Contract by the Contractor. To the fullest extent permitted by law, the County shall indemnify and hold harmless the Contractor (and its officials, agents and employees) from and against all claims arising out of or resulting from the negligent performance of this Contract by the County, its officials, agents and employees.

#### ALL WRITINGS CONTAINED HEREIN

This Agreement contains 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.

#### CONTRACT MANAGEMENT

The program 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/Program Manager for the County is:

Tami Pokorny  
Jefferson County Public Health  
Environmental Health Department  
615 Sheridan St.  
Port Townsend, WA 98368  
(360) 379-4498

The Contract/Program Manager for Contractor is:

Rebecca Benjamin  
North Olympic Salmon Coalition  
205 B West Patison St.  
Port Hadlock, WA 98339  
(360) 379-8051

IN WITNESS WHEREOF, the parties have executed this Agreement.

Jefferson County

CONTRACTOR  
North Olympic  
Salmon Center

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Approved as to form only**  
*David Alvarez* 2/13/14  
\_\_\_\_\_  
Jefferson Co. Prosecutor's Office  
David Alvarez, Chief Civil DPA

STATEMENT OF WORK  
ATTACHMENT A

Work summary:

Restoration Activities: Under direction of Contractor organization, crew(s) will perform restoration, in-stream, and habitat maintenance projects. Specific tasks include invasive control, native species installation, and fence work.

The Contractor shall:

1. Provide WCC members for the number of weeks specified in this agreement. In the event of a disaster response deployment, the WCC Program will make every effort to fulfill Contractor program needs, including sending additional members, whenever possible.
2. For crew (s), Contractor agrees to provide a crew of 5 members, a crew supervisor, vehicle, and basic hand tools. Cost-share rates are not based on actual attendance, however, invoices will be reduced for member and/ or supervisor vacancies lasting 3 person-days or more.

County shall:

1. Obtain applicable permits as set by local, state, tribal or federal laws and regulations.
2. Provide site orientation for WCC members, specific on-the job task training, and any materials beyond basic hand tools to complete tasks assigned under this Agreement. Vehicle is not to be used for heavy hauling. The primary use of the crew vehicle is for transportation of crew, tools, and safety equipment.
3. Help to promote the AmeriCorps and WCC brand name, logo, slogans and phrases. The WCC will provide camera-ready logo upon request. AmeriCorps is a registered service mark of the Corporation for National and Community Service.

Special Terms and Conditions:

1. The assignment of corps members shall not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits. Agencies that participate in the program may not terminate, lay-off, or reduce the working hours of any employee for the purpose of using a corps member with available funds. In circumstances where substantial efficiencies or a public purpose may result, participating agencies may use corps members to carry out essential agency work or contractual functions without displacing current employees.
2. All state holidays will be non-working days for WCC members. In addition, there is a shutdown week (4 days) scheduled in December and up to 3 planning days set aside that are non-working days for members. These days are to be used by staff for planning purposes.
3. The WCC standard 40-hour workweek is Monday through Thursday from 7:00am to 5:30pm. An alternate work schedule may be arranged with prior approval from the WCC.



Prohibited Activities:

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

- A. Attempting to influence legislation;
- B. Organizing or engaging in protests, petitions, boycotts, or strikes;
- C. Assisting, promoting, or deterring union organizing;
- D. Impairing existing contracts for services or collective bargaining agreements;
- E. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- F. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- G. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- H. Providing a direct benefit to—
  - I. A business organized for profit;
  - II. A labor union;
  - III. A partisan political organization;
  - IV. A nonprofit organization that fails to comply with the restrictions contained in
  - V. section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - VI. An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
- I. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- J. Providing abortion services or referrals for receipt of such services; and
- K. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.