

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

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

**FROM:** Cheryl Lowe, WSU Jefferson County Extension

**DATE:** May 19, 2014

**RE:** Agreement with Northwest Straits Marine Conservation Foundation

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**STATEMENT OF ISSUE:**

The purpose of the agreement is to provide funding for the Jefferson County Marine Resources Coordinator to assist with administrative duties in association with the Fort Townsend Nearshore Restoration Design Project.

**ANALYSIS:**

The Northwest Straits Foundation (NWSF) would like to contract with the County for the administrative services of the Jefferson County Marine Resources (JCMRC) Coordinator, based out of the WSU Jefferson County Extension office. The JCMRC coordinator will be paid to assist with stakeholder meetings, monitoring plans, and local outreach for the Fort Townsend Nearshore Restoration Design project.

**FISCAL IMPACT:**

\$2000.00 - 100% grant funded

**RECOMMENDATION:**

We recommend that the Commissioners approve this modification to the agreement

**DEPARTMENT CONTACT:**

Cheryl Lowe 379-5610 Ext. 230

**REVIEWED BY:**

  
Philip Morley, County Administrator

  
Date

# AGREEMENT

between the

NORTHWEST STRAITS FOUNDATION  
and  
JEFFERSON COUNTY

Fort Townsend Nearshore Project: JCMRC Coordination

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 Jefferson County Marine Resources Committee (JCMRC) Coordinator to assist with stakeholder meetings, monitoring plans and local outreach for a Fort Townsend Nearshore Restoration Design project. The source of funds provided by the NWSF are through the Estuary Salmon Restoration Program, Agreement #13-1234.

## IT IS MUTUALLY AGREED THAT:

1.0 Statement of Work. The 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 8, 2014 and end on June 30, 2015 unless terminated sooner as provided herein.

3.0 Payment. The parties estimate that the cost of accomplishing the work will not exceed Two Thousand Dollars (\$2,000.00). NWSF agrees to reimburse the aforementioned amount to the County. Payment for satisfactory performance of work shall not exceed this amount 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 the County providing acceptable deliverables as noted in the Scope of Work Exhibit "A."

4.0 Billing Procedures. The County shall submit invoices at least quarterly and no more frequently than monthly to:

Northwest Straits Foundation  
Lisa Kaufman, Nearshore Program Manager  
1155 N. State St. Suite 402  
Bellingham, WA 98225  
kaufman@nwstraits.org

Payment to the County for approved and completed work will be made by warrant by the NWSF within 30 days of receipt of the invoice.

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](mailto:cheryl.lowe@wsu.edu)
- (2) The Fiscal Agent for County is:  
Kate Driehaus  
Financial Coordinator  
WSU Jefferson County Extension  
380 Jefferson St  
Port Townsend, WA 98368  
Telephone: 360-379-5610 x 206  
Email: [kdriehaus@co.jefferson.wa.us](mailto:kdriehaus@co.jefferson.wa.us)
- (3) The Project Coordinator for NWSF is:

Lisa Kaufman, Nearshore Program Manager  
1155 N. State St. Suite 402  
Bellingham, WA 98225  
Telephone: 360-733-1725  
Email: [kaufman@nwstraits.org](mailto:kaufman@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

\_\_\_\_\_  
Joan Drinkwin Date  
Programs Director

ATTEST:

\_\_\_\_\_  
Clerk Date  
Board of County Commissioners  
Jefferson County, Washington

**Approved as to form only**  
*David Alvarez* 7/30/14  
Jefferson Co. Prosecutor's Office  
David Alvarez, Chief Civil DPA

Exhibit A  
Scope of Work for JCMRC  
Fort Townsend Nearshore Project: JCMRC Coordination

Period of Performance: April 8, 2014 through June 30, 2015

Total Contract Amount:       \$2,000.00

Funding Source:               Northwest Straits Foundation through Estuary Salmon Restoration  
Program, Agreement #13-1234

**General Responsibilities:**

**Task 1: JCMRC Coordinator will assist with logistics and participation in Stakeholder Advisory Committee meetings.**

Deliverable: Participate in 4-6 Advisory Committee meetings and review associated materials and design documents.

**Task 2: Coordinate press releases and community outreach about public meeting and general project information.**

Deliverable: Summary report of PR and outreach activities.

**Task 3: Coordinate pre-construction project monitoring:**

1. Work with NWSF Project Manager and Advisory Committee to determine monitoring targets and protocols, monitoring schedule and timeline. Monitoring activities may include, but are not limited to: forage fish spawning surveys using WDFW protocols, beach sediment sampling or photo-documentation transects, beach profiles or other photo-documentation protocols.
2. Develop Draft Monitoring Plan, including identification of potential partner organizations. The monitoring plan will be hypothesis driven relative to the goals and objectives of the restoration project.
3. Solicit and train volunteers for pre-construction monitoring activities identified in monitoring plan.
4. Coordinate data collection and assessment according to pre-determined protocols from June 1, 2014 through May 30, 2015 as appropriate.

Deliverable: Draft Monitoring Report and Summary of 2014-2015 Monitoring Activities (included in Final Project Report. (Task 4)

**Task 4: Submit a Final Report on project tasks and accomplishments.**

Deliverable: The summary report will be delivered by June 15, 2015. Photos may be included in the report, but will also be sent electronically in JPG format.

**Estimated Budget**

Task 1:	\$ 400
Task 2:	\$ 200
Task 3:	\$1,000
<u>Task 4:</u>	<u>\$ 400</u>
 Total	 \$2,000