



# JEFFERSON COUNTY PUBLIC HEALTH

Consent Agenda

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

May 23, 2014

## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA REQUEST

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

**FROM:** Tami Pokorny, Environment Health Specialist II

**DATE:** June 9, 2014

**SUBJECT:** Agenda Item – Agency Agreement with Florian Graner Sealife Productions to fulfill Task 10, Amendment #1, NPC MRC Administration and Projects, WDFW Grant #13-2200; April 1, 2014 – June 30, 2014; \$4,369.00

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

Jefferson County Public Health, Environmental Health Department, requests Board approval of the Personal Services Agreement with Florian Graner, Sealife Productions for one time production of a 15-minute elementary school video as required in Task 10, Amendment #1, WDFW Grant #13-2200. Agreement takes effect April 1, 2014 for the duration of the Grant period, June 30, 2014. Total expenditure is not to exceed \$4,369.00 and is fully funded by the WDFW Grant #13-2200.

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

This Agreement fulfills Task 10 in the production of an outreach and educational video geared to elementary school-aged children. Sole Source Provider, Florian Graner, Sealife Productions will use high definition film technology to produce the video. Funding reflects a portion of additional funds awarded in Amendment #1 to WDFW Grant #13-2200, not to exceed \$4,369.00. The video is to be posted on the internet and distributed to schools and committee partners. Funds will be used to pay for salaries, benefits, and supplies.

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

The contract is fully funded by WDFW Grant #13-2200, Amendment #1

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

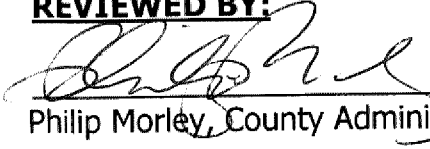
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**RECOMMENDATION:**

JCPH management request approval of the Personal Services Agreement, April 1, 2014 – June 30, 2014, between Florain Graner Sealife Productions and Jefferson County to produce an educational video for elementary school-aged children—Task 10, Amendment #1 WDFW Grant #13-2200, NPC MRC Administration and Projects.

**REVIEWED BY:**

  
Philip Morley, County Administrator

  
Date



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**TO:** Philip Morley, County Administrator

**FROM:** Tami Pokorny, Environmental Specialist II

**DATE:** May 29, 2014

**SUBJECT:** Personal Service Contract with Florian Graner Sea Life Productions –  
Sole Source Justification

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Water Quality requests approval of this agreement, to create a video for children about the undersea life of the North Pacific Coast of Washington for the North Pacific Coast Marine Resources Committee, as a sole source procurement as required under JCC 3.55.170 and Chapter 15 of the State Administrative and Accounting Manual (Olympia, WA 2007-2008) for the following reasons:

Mr. Graner is uniquely qualified to provide the footage to create this video. He has filmed underwater sequences for the BBC (*The Blue Planet*), PBS (*Living Edens*), National Geographic (*Noway's Hidden Secrets*), Discovery Channel (*American Shark*), Animal Planet (*Wild Russia*), NOAA (work in response to the BP oil spill and Indo-Pacific Lionfish invasion to the Atlantic Ocean), Kiro 7 (*Secrets in the Sound*) and others. He has won numerous film awards, including a UNESCO Prize at the 30<sup>th</sup> World Festival of Underwater Images.

Mr. Graner has offered to donate the use of his original high definition footage and to allow the NPC MRC membership to make it available at no charge over the Internet and in other formats directly to schools. The value of footage of this caliber and for these uses, if purchased from stock video companies, is estimated at \$20/per second which equates to a matching amount of \$18,000.

Very few divers have the expertise or willingness to endure the undersea conditions of the outer coast of Washington for the extended periods needed to capture a wide diversity of wildlife and behaviors. Mr. Graner collected the images he plans to incorporate into the video using "rebreather" equipment (no bubbles which would disturb wildlife). Use of this specialized equipment involves additional expense and a separate, advanced skill set over traditional SCUBA.

Mr. Graner lives locally and is personally invested in the future of marine waters around the Olympic Peninsula and will help promote this video and awareness of the uniquely productive and diverse ecosystems found on the outer coast of Clallam and Jefferson counties.

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Mr. Graner also has a PhD in marine biology and, consequently, is uniquely suited to be the primary author of the script – a service he is also providing. Mr. Graner is also an experienced producer and editor.

We feel that Florian Graner Sealife Productions may be awarded this contract without competition because this company is uniquely willing and capable of providing high quality video of our local underwater environment – including images collected at night and at great depth – as donated match and will also provide important related expertise and services that to help ensure that the project video is well-made, well-received and distributed as widely as possible.

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## PERSONAL SERVICES AGREEMENT

Between

**Florian Graner Sealife Productions**  
and  
**Jefferson County**

THIS AGREEMENT is entered into between the County of Jefferson a municipal corporation, hereinafter referred to as "the County", and Florian Graner Sealife Productions, 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 produce a 15-minute video for elementary school – aged children about the undersea wildlife of the North Pacific Coast of Washington State as an outreach and educational tool for the North Pacific Coast Marine Resources Committee (NPC MRC). The video will be posted on the Internet and distributed to schools and committee partners. These 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 April 1, 2014 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. Payment for the work provided by the Subcontractor shall not exceed \$4,369.00 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. All rights connected to the original video materials remain with the Subcontractor. Jefferson County and the NPC MRC have the rights to distribute the video on the Internet and to schools and partners. No commercial broadcast is allowed.
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.
  - 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.

- d. Any insurance, self-insured retention, deductible or risk retention maintained or participated in by the COUNTY shall be excess and shall be non-contributory to the insurance policies provided by the SUBCONTRACTOR in order to comply with the insurance requirements of this Subcontract. All policies provided by the SUBCONTRACTOR in order to comply with the insurance requirements of this Subcontract 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, 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 \_\_\_\_\_, 2014

By \_\_\_\_\_  
John Austin, Chair  
Jefferson Board of County Commissioners

By \_\_\_\_\_  
Florian Graner, Ph.D  
Florian Graner Sealife Productions  
4021 Beach Drive  
Freeland, WA 98249  
Ph: 360/730-1691; florian@sealife-productions.com

*David Alvarez* 5/29/14  
\_\_\_\_\_  
APPROVED AS TO FORM  
Civil DPA David Alvarez

Attest/Authenticated:

\_\_\_\_\_  
Carolyn Avery, Deputy Clerk of the Board



**Exhibit A: Scope of Work**

Florian Graner Sealife Productions will produce a 15-minute video for a general audience of elementary school – aged children about the undersea wildlife of the North Pacific Coast of Washington State as an outreach and educational tool for the North Pacific Coast Marine Resources Committee (NPC MRC) and to inspire stewardship. The video will include high definition video of animals and environments associated with the North Pacific Coast such as sea lions, harbor seals, rock fish, sea and river otters, kelp forests as well as surf and benthic zones. The video will also include narration, music, and title/credit graphics and the NPC MRC logo. The Subcontractor will provide five (5) copies of the video on portable flash drives.

Task 1 – Script development. The Subcontractor will develop a film treatment and script and, as time allows, provide an opportunity for the NPC MRC to comment at key points.

Deliverable: Script

Due: July 7, 2014

Task 2 – Video. The Subcontractor will provide the finished video on flash drives.

Deliverable: Video

Due: July 7, 2014

Task 3 – Invoicing and Authorizations. The Subcontractor will submit all invoices.

Deliverable: Invoice(s), authorization.

Due: June 30, 2014

**BUDGET**

<b>CATEGORY</b>	<b>Detail</b>	<b>In-Kind Contributions</b>	<b>Costs</b>
<b>Personal Services Fee</b>	\$4,169	\$2,131	\$6,300
<b>Supplies</b>	Copies of video \$200	Use of video footage based on stock rate of \$20/sec for 15 minutes: \$18,000	\$18,200
<b>Travel</b>			
<b>Contracted Services</b>			
<b>Total In-Kind</b>			
<b>Total Cost</b>	\$4,369	\$20,131	<b>\$24,500</b>