

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of Commissioners
Philip Morley, County Administrator

FROM: Cheryl Lowe, WSU Jefferson County Extension

DATE: September 2, 2014

RE: Professional Services Agreement for Eelgrass Survey for the
Jefferson County Marine Resources Committee

STATEMENT OF ISSUE:

This agreement is between the County of Jefferson and Marine Resources Consultants. A consultant will be hired to conduct an eelgrass survey of a section of shoreline near Port Townsend for grant agreement # G1400326. Effective date of agreement is September 2, 2014 and completion date is September 15, 2014.

ANALYSIS:

The consultant will be paid no more than \$3,500 for required work. Payment shall be made once. Payment shall be made upon completion of work.

FISCAL IMPACT:

None – 100% grant funded.

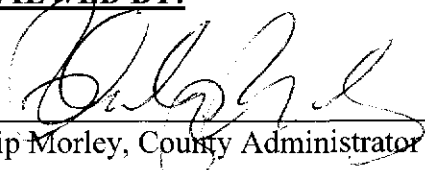
RECOMMENDATION:

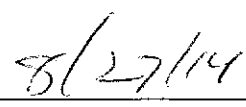
We recommend that the Commissioners approve this amendment to the agreement

DEPARTMENT CONTACT:

Cheryl Lowe 379-5610 Ext. 230

REVIEWED BY:


Philip Morley, County Administrator


Date

**REQUEST FOR SOLE SOURCE PROCUREMENT
FOR**

**PROJECT MANAGEMENT AND COORDINATION SERVICES FOR THE
JEFFERSON COUNTY MARINE RESOURCES COMMITTEE**

The Marine Resources Committee is requesting sole source procurement to contract with Marine Resources Consultants (PO Box 816 Port Townsend, WA 98253 (360) 385-4486) to provide a videographic survey of eelgrass (*Zostera marina*) resources along a designated section of the City of Port Townsend waterfront.

It is the express desire of the Jefferson County Marine Resources Committee to continue to contract the services of Marine Resources Consultants. The purpose of the survey is to gather pre-project baseline data for submitting state, federal and local permit applications for a Voluntary No-anchor Zone (VNZ) south of the ferry dock. It will also be used to compare pre- and post-restoration data collected in the future. The second purpose of the survey is to gather post-project data for the established VNZ north of the ferry dock to help evaluate long-term effects of the VNZ efforts. Marine Resources Consultants provided the initial work on the Eelgrass Protection Zone which make them the only contractor with the requisite qualifications and experience to provide seamless project coordination and completion. There is also a time sensitive nature of this work since grant contract funding (Grant No. G1400326 between the State of Washington Department of Ecology and Jefferson County) will expire September 15th which would also preclude our ability to obtain and evaluate multiple proposals. Through our professional experience with this contractor's quality work, cost competitiveness, and ability to complete the work within the grant project period, the MRC feels this is the best approach to completing this work in a timely and cost efficient manner.

Steps to Determine Sole Source Need

Marine Resources Committee – Eelgrass Survey 2014

- 1) It was determined in Early August that there was funding that would be available until September 15th in the Marine Resource Committee (MRC) grant contract funding (Grant No. G1400326 between the State of Washington Department of Ecology and Jefferson County).
- 2) An assessment of MRC priorities was conducted by the Executive Committee and the eelgrass survey work was given a high priority for completion to enable a new protection zone to be establish in the coming year.
- 3) Staff contacted the contractor who did the initial work (Marine Resource Consultants) to evaluate whether or not this work was feasible within the time frame.
- 4) The contractor discussed this with staff and provided a reasonable bid to do the work within the requisite time period.
- 5) It was determined by staff that the limited timeframe of the grant would preclude our ability to obtain and evaluate multiple proposals.
- 6) Through our professional experience with this contractor's quality work, cost competitiveness, and ability to complete the work within the grant project period, the MRC feels this is the best approach to completing this work in a timely and cost efficient manner.

**CONTRACT FOR PROFESSIONAL SERVICES
FOR
EELGRASS SURVEY FOR THE JEFFERSON COUNTY MARINE RESOURCES
COMMITTEE**

This Contract for Professional Services (the Contract) is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as *the County*, and Marine Resources Consultants (PO Box 816 Port Townsend, WA 98368 (360) 385-4486), hereinafter referred to as *the Consultant*, in consideration of the mutual benefits, terms, and conditions hereinafter specified. Both County and Contractor may be referred to as "Party" or "Parties."

Purpose: The Jefferson County Marine Resources Committee desires to hire a consultant to conduct an underwater videographic eelgrass survey of a section of shoreline near Port Townsend, per Amendment 1 to Grant No. G1400326 between the State of Washington Department of Ecology and Jefferson County, Northwest Straits Project: Jefferson Marine Resources Committee (MRC) Operations and Projects, effective July 1, 2014.

SECTION 1. EFFECTIVE DATE OF CONTRACT

The Contract will become effective on September 2, 2014. The Consultant shall deliver all work products required pursuant to this agreement by September 15, 2014. The Contract will terminate on September 30, 2014.

SECTION 2. SERVICES TO BE PROVIDED

- 2.1 A description of the services to be performed by the Contractor is set forth in Exhibit A: entitled "Scope of Work Services," which is attached to the Contract and incorporated by this reference.
- 2.2 The Contractor agrees to provide its own labor and materials and to pay for its own "overhead," including but not limited to, if applicable, rent, utilities, salaries, wages, taxes and licenses. Unless otherwise provided for in the Contract, no material, or labor will be furnished by the County.
- 2.3 The Contractor will perform the work specified in the Contract according to standard industry practices and in conformity with state law.
- 2.4 The Contractor will complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- 2.5 Source of Funds. The source of funding provided by the County is the Environmental Protection Agency funding through the Puget Sound Partnership Technical Investigations and Implementation, CFDA #66.456, as described in Grant No. G1400326 between the State of Washington Department of Ecology and Jefferson County, Northwest Straits Project: Jefferson Marine Resources Committee (MRC) Operations and Projects.

SECTION 3. CONTRACT REPRESENTATIVES

- 3.1 The County and the Contractor will each have the following contract representatives. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

County's Contract Supervisor

Cheryl Lowe, Marine Resources Committee Coordinator
WSU Extension
380 Jefferson St
Port Townsend, WA 98368
(360) 379-5610 x 230
cheryl.lowe@wsu.edu

Contractor's Contract Representative

Ian Fraser
Marine Resources Consultants
PO Box 816
Port Townsend, WA 98368
Office (360) 385-4486, Mobile: 360-301-3249
ifraser@olympus.net

SECTION 4. COMPENSATION

- 4.1 Total Payment for the work provided by Consultant shall be made as provided on Exhibit "A" attached hereto, provided that the total amount of payment to Consultant shall not exceed \$3,500.00 without express written modification of the agreement signed by the County.
- 4.2 Payment for the work provided shall be provided upon completion of required reporting. Payment 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. The Contractor will be paid only for work expressly authorized in the Contract.
- 4.5 The Contractor will not be entitled to payment for any services that were performed prior to the effective date of the Contract or after its termination, unless a provision of the Contract expressly provides otherwise.
- 4.6 If the Contractor fails to perform any substantial obligation and the failure has not been cured within 10 business days following notice from the County, the County may, in its sole discretion and upon written notice to the Contractor, withhold all monies due the Contractor, without penalty, until such failure to perform is cured.

SECTION 5. AMENDMENTS AND CHANGES IN WORK

- 5.1 In the event of any errors or omissions by the Contractor in the performance of any work required under the Contract, the Contractor will make all necessary corrections without additional compensation. All work submitted by the Contractor will be certified by the Contractor and checked by the Contractor for errors and omissions. The Contractor will continue to be responsible for the accuracy of work even after the work is accepted by the County.
- 5.2 In order to be effective, any Contract renewal, amendment or modification must be in writing, be signed by both parties and be attached to the Contract. Work under a renewal, an amendment or a modification may not commence until the renewal, amendment or modification has been approved by the County Commissioners and has become effective.

SECTION 6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts, errors or omissions in the performance of the Contract. Provided, however, that the Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the County, its officers, officials, employees or agents.
- 6.2 The Contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, the Contractor's employees, agents or subcontractors.

SECTION 7. INSURANCE

- 7.1 Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance from companies licensed in the State with a Best's rating of no less than A:VII. The Contractor shall provide to the County Risk Manager certificates of insurance with original endorsements affecting insurance required by this clause prior to the commencement of work to be performed.

The insurance policies required shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the County Risk Manager by registered mail, return receipt requested, for all of the following stated insurance policies.

If any of the insurance requirements are not complied with at the renewal date of the insurance policy, payments to the Contractor shall be withheld until all such requirements

have been met, or at the option of the County, the County may pay the renewal premium and withhold such payments from the moneys due the Contractor.

All notices shall name the Contractor and identify the agreement by contract number or some other form of identification necessary to inform the County of the particular contract affected.

A. Workers Compensation and Employers Liability Insurance. The Contractor shall procure and maintain for the life of the contract, Workers Compensation Insurance, including Employers Liability Coverage, in accordance with the laws of the State of Washington.

B. General Liability(1) - with a minimum limit per occurrence of one million dollars (\$1,000,000) and an aggregate of not less than two million dollars (\$2,000,000) for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance coverage shall contain no limitations on the scope of the protection provided and indicate on the certificate of insurance the following coverage:

1. Broad Form Property Damage with no employee exclusion;
2. Personal Injury Liability, including extended bodily injury;
3. Broad Form Contractual/Commercial Liability including completed operations (contractors only);
4. Premises - Operations Liability (M&C);
5. Independent Contractors and Subcontractors; and
6. Blanket Contractual Liability.

(1)Note: The County shall be named as an additional insured party under this policy.

C. Automobile (2) - with a minimum limit per occurrence of \$1,000,000 for bodily injury, death and property damage unless otherwise specified in the contract specifications. This insurance shall indicate on the certificate of insurance the following coverage:

1. Owned automobiles;
2. Hired automobiles; and,
3. Non-owned automobiles.

(2) Note: The County shall be named as an additional insured party under this policy.

Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of the contract by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention or The Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The Contractor shall include all subcontractors as insured under its insurance policies or shall furnish separate certificates and endorsements for each subcontractor. All insurance provisions for subcontractors shall be subject to all of the requirements stated herein.

Failure of The Contractor to take out and/or maintain any required insurance shall not relieve The Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification.

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 so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. It is further agreed by the parties that insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy. It is further agreed by the parties that any and all deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.

It is agreed by the parties that judgments for which the County may be liable, in excess of insured amounts provided herein, or any portion thereof, may be withheld from payment due, or to become due, to The Contractor until such time as the Contractor shall furnish additional security covering such judgment as may be determined by the County.

The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

Any insurance coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.

If the proof of insurance or certificate indicating the County is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County.

The County may, upon the Contractor's failure to comply with all provisions of this contract relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.

7.2 Miscellaneous Insurance Provisions.

- A. The Contractor's liability insurance provisions will be primary with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees and agents.

- B. The Contractor's insurance will apply separately to each insured against whom claim is made or suit is brought, subject to the limits of the insurer's liability.
- C. The Contractor will include all subcontractors as insurers under its policies or will furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements stated in these provisions.
- D. The insurance limits mandated for any insurance coverage required by the Contract are not intended to be an indication of exposure, nor are they limitations on indemnification.
- E. The Contractor will maintain all required policies in force from the time services commence until services are completed. Certificates, policies and endorsements scheduled to expire before completion of services will be renewed before expiration. If the Contractor's liability coverage is written as a claims-made policy, then the Contractor must evidence the purchase of an extended-reporting period or "tail" coverage for a three-year period after completion of the services.

SECTION 8. TERMINATION

- 8.1 The County may terminate the Contract in whole or in part whenever the County determines in its sole discretion that such termination is in the best interests of the County. The County may terminate the Contract upon giving the Contractor 20 days' written notice. In that event, the County will pay the Contractor for all costs incurred by the Contractor in performing the Contract up to the date of such notice, subject to the other provisions of the Contract.
- 8.2 If funding for the underlying project or matter is withdrawn, reduced or limited in any way after the Contract is signed or becomes effective, the County may immediately terminate the Contract notwithstanding any other termination provision in the Contract. Termination under this provision will be effective upon the date specified in the written notice of termination sent by County to the Contractor. No costs incurred after the effective date of the termination will be paid.
- 8.3 If the Contractor breaches any of its obligations under the Contract, and fails to cure the breach within 15 business days of written notice to do so by the County, the County may terminate the Contract. In that event, the County will pay the Contractor only for the costs of services accepted by the County. Upon such termination, the County, at its discretion, may obtain performance of the work elsewhere, and the Contractor will bear all costs and expenses incurred by the County in completing the work and all damages sustained by the County by reason of the Contractor's breach.

SECTION 9. ASSIGNMENT, DELEGATION AND SUBCONTRACTING

- 9.1 The Contractor will perform under the Contract using only its bona fide employees or agents, and the obligations and duties of the Contractor under the Contract will not be assigned, delegated or subcontracted to any other person or firm without the prior express written consent of the County. Said written consent shall not be unreasonably withheld.
- 9.2 The Contractor warrants that it has not paid, nor has it agreed to pay, any company, person, partnership or firm, other than a bona fide employee working exclusively for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of the Contract.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.1 The Contractor's services will be furnished by the Contractor as an independent contractor and not as an agent, an employee or a servant of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in the Contract. The Contractor shall perform the contracted work. Any designee shall have prior County approval to substitute for the contracted representative.
- 10.2 The Contractor acknowledges that the entire compensation for the Contract is set forth in the compensation provisions of the Contract and the Contractor is not entitled to any County benefits, including, but not limited to: vacation pay; holiday pay; sick leave pay; medical, dental or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees.
- 10.3 The Contractor will have and maintain complete responsibility and control over all of its subcontractors, employees, agents and representatives. No subcontractor, employee, agent or representative of the Contractor will be or be deemed to be, or act or purport to act, as an employee, agent or representative of the County.
- 10.4 Contractor as an independent contractor shall NOT have the authority to bind Jefferson County to any action, forbearance of action, contract, promise, expense or other item of value bargained for and exchanged.

SECTION 11. NONDISCRIMINATION

The Contractor, its assignees, delegates or subcontractors will not discriminate against any person in performance of any of its obligations under the Contract on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status or the presence of any disability.

SECTION 12. OWNERSHIP OF MATERIALS/WORKS PRODUCED

- 12.1 All reports, drawings, plans, specifications, all forms of electronic media, and data and documents produced in the performance of the work under the Contract will be "works for hire" as defined by the U.S. Copyright Act of 1976 and will be owned by the County. Ownership includes the right to copyright, patent, and register, and the ability to transfer these rights. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.

SECTION 13. PATENT/COPYRIGHT INFRINGEMENT

- 13.1 The Contractor will hold harmless, indemnify and defend the County, its officers, officials, employees and agents, from and against any claimed action, cause or demand brought against the County, where such action is based on the claim that information supplied by the Contractor or subcontractor infringes any patent or copyright. The Contractor will be notified promptly in writing by the County of any notice of such claim.

SECTION 14. DISPUTES

- 14.1 Differences, disputes and disagreements between the Contractor and the County arising under or out of the Contract will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Contractor will be decided by the County Administrator. All rulings, orders, instructions and decisions of the County Administrator will be final and conclusive.

SECTION 15. CONFIDENTIALITY

- 15.1 The Contractor, its employees, subcontractors and their employees will maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of the Contract, except upon the prior express written consent of the County or upon an order entered by a court of competent jurisdiction. The Contractor will promptly give the County Administrator written notice of any judicial proceeding seeking disclosure of such information, as well as any contacts by citizens, proponents or interested parties as to matters before the contractor.
- 15.3 The County is a political subdivision of the State of Washington and as such is subject to Ch. 42.56 RCW, the Public Records Act, which requires disclosure of non-exempt documents and records to a person or entity that requests such documents or records. This Contract, once executed, is a Public Record subject to production if it is requested.

SECTION 16. CHOICE OF LAW, JURISDICTION AND VENUE

- 16.1 The Contract will be construed as having been made and delivered within the State of Washington, and it is agreed by each party that the Contract will be governed by the laws of the State of Washington, both as to its interpretation and performance.

- 16.2 Any action of law, suit in equity or other judicial proceeding arising under or out of the Contract may be instituted and maintained only in Superior Court for Jefferson County.
- 16.3 Should a dispute arise over the terms and obligations described in this Contract or the quality or quantity of the work performed by the Contractor pursuant to this Contract, then each party shall be responsible for its attorney's fees and court costs.

SECTION 17. MISCELLANEOUS

- 17.1 **No Waiver.** The parties agree that the excuse or forgiveness of performance, or waiver of any provisions of the Contract, does not constitute a waiver of such provision or future performance, or prejudice the right of the waiving party to enforce any of the provisions of the Contract at a later time.
- 17.2 **Tax Payments.** The Contractor will pay all applicable federal, state and local taxes, fees (including licensing fees) and other amounts including, but not limited to, the employer's portion of any taxes that arise from compensation owed or paid to employees, agents or representatives of the Contractor or are otherwise mandated by Title 26 U.S.C.
- 17.3 **Legal Compliance.** The Contractor and its subcontractors, employees, agents and representatives will comply with all applicable federal, state and local laws, rules and regulations in their performance under the Contract and shall obtain all required permits, licenses or authorizations from any federal, state or local regulatory body licensing actions Contractor takes in furtherance of the terms and obligations of this Contract. The Contractor shall be entitled to seek legal advice from the Jefferson County Prosecuting Attorney or his or her designee to the extent that the Prosecuting Attorney or his or her designee can provide such legal advice in a manner consistent with the applicable rules governing a lawyer's conduct.
- 17.5 **Records Inspection and Retention.** The County may, at reasonable times, inspect the books and records of the Contractor relating to the performance of the Contract. The Contractor will retain for audit purposes all Contract-related records for at least six years after termination of the Contract.
- 17.6 **Successors and Assigns.** The County, to the extent permitted by law, and the Contractor each bind themselves, their partners, successors, executors, administrators and assigns to the other party to the Contract and to the partners, successors, administrators and assigns of such other party in respect to all covenants, terms and obligations within this Contract.
- 17.7 **Severability.** If a court of competent jurisdiction holds any provision of the Contract to be illegal, invalid or unenforceable, in whole or in part, the validity of the remaining provisions will not be affected, and the parties' rights and obligations will be construed and enforced as if the Contract did not contain the particular provision held to be invalid. If any provision of the Contract conflicts with any statutory provision of the State of Washington, the provision will be deemed inoperative to the extent of the conflict or modified to conform to statutory requirements.

- 17.8 **Entire Agreement.** The parties acknowledge that the Contract is the complete expression of their agreement regarding the subject matter of the contract. Any oral or written representations or understandings not incorporated in the Contract are specifically excluded.
- 17.9 **Notices.** Any notices will be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in the contract representatives provision of the Contract, Section 3.1 above. Notice may also be given by facsimile with the original to follow by regular mail. Notice will be deemed to be given three days following the date of mailing, or immediately if personally served. For service by facsimile, service will be effective at the beginning of the next working day.
- 17.10 **No Third Party Beneficiaries.** The parties to this Contract do not intend to confer any right or remedy upon any third party.

IN WITNESS WHEREOF:

Jefferson County and the Contractor have signed this contract on the date noted:

JEFFERSON COUNTY

CONTRACT SERVICE PROVIDER

_____, Chairman

Contractor or principal of Contractor

Date: _____

Date: _____

Attest/Authenticated:

Approved as to Form Only:

Deputy Clerk of the Board

David Alvarez 8/27/14

David Alvarez, Deputy Prosecuting Attorney

Exhibit A

SCOPE OF SERVICES

Marine Resources Consultants

PO Box 816
Port Townsend, WA 98253
(360) 385-4486

Scope of Work

Jefferson County Marine Resources Committee
Underwater Videographic Eelgrass Survey Port Townsend Waterfront

Introduction

The Jefferson Marine Resources Committee (JCMRC) is requesting a videographic survey of eelgrass (*Zostera marina*) resources along a designated section of the City of Port Townsend waterfront in Port Townsend Bay. The purpose of the survey is to gather pre-project baseline data for submitting state, federal and local permit applications for a Voluntary No-anchor Zone (VNZ) south of the ferry dock. It will also be used to compare pre- and post-restoration data collected in the future. The second purpose of the survey is to gather post-project data for the established VNZ north of the ferry dock to help evaluate long-term effects of the VNZ efforts.

Study Areas

The study site includes two segments along the Port Townsend waterfront: the South Area is approximately 980 meters of shoreline running south from the WA State Ferries dock (north end) to the Port of Port Townsend Boat Haven jetty (south end). The North Area is approximately 900 meters of shoreline running from the WA State Ferries dock northward to Point Hudson Marina. The depth range of the study site is from mean lower low water (MLLW) to -30 ft MLLW. JCMRC will provide Marine Resources Consultants with the minimum study site boundaries prior to field sampling.

Sampling Plan

The survey will be conducted between September 1 and September 15, 2014 (one day of surveying will be required; the exact day will be determined by the weather and other obligations). The sampling plan is designed to accurately map the geographic position of any eelgrass beds and data can be used to estimate the following parameters: eelgrass basal area coverage (i.e., number of square meters of the seabed with eelgrass); mean maximum and minimum eelgrass depths; and patchiness index.

The Marine Resources Consultants survey methods will be consistent with those of the WA Department of Natural Resources (DNR) Submerged Vegetation Monitoring Project (SVMP) protocols. Briefly, we will conduct underwater videographic transects perpendicular to the shoreline beginning as shallow as possible (to ensure that we capture the nearshore edge of any eelgrass beds) and continuing to a depth we are certain has no eelgrass. The total number of transects and transect spacing will be determined by the eelgrass distribution and time available. If necessary, we also will conduct parallel, zig-zag, and/or meandering transects throughout the site to more precisely define the edges of any eelgrass beds.

Survey Methods and Equipment

A summary of the survey methods will be provided with the field report, and will include appropriate information about the research vessel, underwater survey equipment and data processing methods used.

Data Analysis

Data will be downloaded and organized into spreadsheet files. Videotapes will be reviewed in the laboratory to assign video codes and eelgrass codes to each position record, according to standard SVMP protocols.

Qualitative notes will be made regarding the presence of other biota for each track.

The output is a text file with time, depth, and position data. The resulting data will be presented in a format that is compatible with ArcGIS software that is available to the Jefferson County Marine Resources Committee. Real-time tide heights will be provided as part of the field report. Due to time constraints, the data will not be merged with standard tide correction data to give corrected depths because NOAA's actual observed tide height reports for September are not available until early October. This can be done at a later time.

Deliverables

1. Video files (DVD, digital-8 tapes, and digital video files to hard drive).
2. Real time field maps with locations surveyed
3. Real-time toggle switch eelgrass positions (a reasonable rough guide) to match the field maps and data spreadsheets with all time, position, gps stats, depth below transducer and blank columns for eelgrass presence/absence etc). Data will be in a form compatible with ArcGIS software.
4. A field report describing the survey methods, basic field notes and results.

Budget

The proposed budget for completing this underwater video survey is as follows:

| Task | Cost |
|-----------------------------------------------------------------------------------------------------------------------|-----------------|
| Field Survey Vessel plus master, technician and underwater videographic survey system (1 day at \$2,500/day) | \$2,500 |
| Data site prep | \$200 |
| Video Post-Processing (8 hrs @ \$45/hour) | \$360 |
| Total Cost (not including tax) | \$ 3,060 |

This scope of work does not include a full data analysis and a report with quantitative estimates (area, patchiness, and mean min/max depths).