

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Monica Montgomery, Water Programs Coordinator
WSU Jefferson County Extension

DATE: July 5, 2022

SUBJECT: Jefferson County Marine Resources Committee Eelgrass Survey Contract

STATEMENT OF ISSUE:

The Jefferson County Marine Resources Committee seeks to contract Marine Resources Consultants to conduct an underwater videographic survey of eelgrass (*Zostera marina*) and other seagrasses and macroalgae along the Port Townsend waterfront. The survey will employ similar methods of previous surveys (conducted in 2014 and 2015) for the purpose of comparing changes in eelgrass presence/absence and distribution and will be used to set a baseline for other seagrasses and macroalgae. Additionally, the purpose of this survey is to assess the long-term effects of the established eelgrass protection voluntary no-anchor zone. Marine Resources Consultants has been identified through the MRSC roster as the most cost-effective company that specializes in underwater videographic nearshore habitat surveys.

ANALYSIS:

The contract has been reviewed and approved as to form by the PAO.

FISCAL IMPACT:

The Jefferson MRC receives state and federal grant administered through the Northwest Straits Commission. This contract is for a 3-4 day on the-water survey costing up to \$11,900.

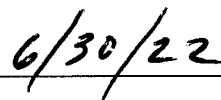
RECOMMENDATION:

Signature for approval.

REVIEWED BY:


Mark McCauley, County Administrator

Date


6/30/22

**SUBRECIPIENT AGREEMENT
BETWEEN
JEFFERSON COUNTY
AND
MARINE RESOURCES CONSULTANTS, INC.**

This Subrecipient Agreement Between Jefferson County and Marine Resources Consultants, Inc. (this Agreement) is made and entered into between Jefferson County (County) and Marine Resources Consultants, Inc. (Subrecipient) for conducting an underwater videographic survey of eelgrass (*Zostera marina*) along the City of Port Townsend waterfront in Port Townsend Bay pursuant to Grant No. SEANWS-2021-JeCoWS-00007 (the Agency Contract) between the County and the State of Washington Department of Ecology (Agency).

IT IS AGREED UPON BY THE PARTIES AS FOLLOWS:

A. TERM OF THIS AGREEMENT

The term of this Agreement is from June 1, 2022 through September 30, 2022.

B. TERMINATION

- (1) Should a party default in providing services under this Agreement or materially breach any of its provisions, the other party may terminate this Agreement upon ten (10) days written notice. A party shall have the right and opportunity to cure any such material breach within the ten (10) day period.
- (2) The County may terminate this Agreement upon immediate notice to Subrecipient in the event that the funding for the project ceases or is reduced in amount. Subrecipient will be reimbursed for services expended up to the date of termination.
- (3) This Agreement may be terminated without cause at any time by either party subject to a sixty (60) day advance written notice of such termination to the other party.
- (4) Termination of this Agreement shall not constitute a breach of this Agreement.

C. PROFESSIONAL SERVICES BY SUBRECIPIENT

Professional services to be provided by Subrecipient shall include:

- (1) All Work Required by the Scope of Services. All work required by the Scope of Services, a true and correct copy of which is attached as Appendix A.
- (2) Financial and Program Management: Subrecipient will maintain records that accurately reflect all services rendered and their associated expenditures as agreed upon in the Scope of Services in Appendix A.
- (3) Perform All Subrecipient Obligations. In addition to the above, Subrecipient shall fulfill all of Subrecipient Obligations listed below.

D. SUBRECIPIENT'S OBLIGATIONS

Subrecipient shall fulfill the following obligations:

- (1) Subrecipient shall fulfill all the requirements of the Scope of Services.
- (2) Subrecipient shall comply with all state and federal requirements regarding the confidentiality of participant records.
- (3) Subrecipient, with regards to the work performed under this Agreement, must guarantee the protection of human/civil rights:
 - (a) Subrecipient shall not engage in sexual harassment nor abuse of staff or participants.
 - (b) Subrecipient shall not discriminate on the grounds of race, color, national origin, religion, creed, age, gender, sexual orientation, marital status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
 - (c) Subrecipient shall ensure a person's right to privacy, safeguard personal information, and maintain respectful staff-to-participant interactions.
- (4) Subrecipient, with regards to the work performed under this Agreement, shall employ grievance procedures to negotiate conflicts, assure that advocates are available and encourage participants to bring advocates to help negotiate, prohibit retaliation for using the grievance process, and include a process for tracking and reporting grievances.
- (5) Subrecipient shall comply with all applicable federal, state and local regulations.
- (6) Subrecipient shall provide the following:
 - (a) Equal Access: Subrecipient will assure equal access to persons who do not speak or have a limited ability to speak, read, or write English well enough to understand and communicate effectively.
 - (b) Qualified Staff: Subrecipient will provide adequate, qualified staff with skills and experience in evaluation, training, supervision, counseling and support of adults with developmental disabilities who are earning wages, per the attached Statement of Work. Subrecipient will assure that all direct service staff are trained, and that training is documented. Subrecipient will provide the County with information regarding staff qualifications upon request.

E. DEBARMENT

By signing this Agreement, Subrecipient certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Washington State or Federal department or agency from participating in transactions (debarred). Subrecipient agrees to include the above requirement in any and all subcontracts into which it enters, and also agrees that it will not employ debarred individuals. Subrecipient must immediately notify the County if, during the term of this Agreement, Subrecipient becomes debarred. The County may immediately terminate this Agreement by providing Subrecipient written notice, if Subrecipient becomes debarred during the term of this Agreement.

F. FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY ACT (FFATA)

- (1) This Agreement is supported by federal funds that require compliance with the Federal Funding Accountability and Transparency Act (FFATA or the Transparency Act). The purpose of the Transparency Act is to make information available online so the public can see how federal funds are spent.
- (2) To comply with the act and be eligible to enter into this Agreement, Subrecipient must have a Data Universal Numbering System (DUNS®) number. A DUNS® number provides a method to verify data about your organization. If Subrecipient does not already have one, a DUNS® number is available free of charge by contacting Dun and Bradstreet at www.dnb.com.
- (3) Information about Subrecipient and this Agreement will be made available on www.uscontractorregistration.com, as required by P.L. 109-282. The *Federal Funding Accountability and Transparency Act Data Collection Form*, is considered part of this Agreement and must be completed and returned along with this Agreement.

G. FUNDING WITHDRAWN, REDUCED OR LIMITED

If the County determines in its sole discretion that the funds it relied upon to establish this Agreement have been withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding after the effective date of this Agreement but prior to the normal completion of this Agreement, then the County, at its sole discretion, may: (1) Terminate this agreement; (2) Renegotiate this Agreement under the revised funding conditions; or, (3) Suspend Subrecipient's performance under this Agreement upon five (5) business days' advance notice to Subrecipient, if the County determines that there is a reasonably likelihood that the funding insufficiency may be resolved in time to allow Subrecipient's performance to resume prior to the normal completion date of this Agreement.

H. REIMBURSEMENTS

- (1) Total reimbursements for fiscal year to Subrecipient by the County under this Agreement shall not exceed \$11,900, including any allowable expenses for the services provided under this Agreement without express written amendment signed by both parties to this Agreement.
- (2) For said services rendered under this Agreement, the County shall reimburse Subrecipient pursuant to this Agreement and the Agency Contract.
- (2) Work performed between June 1, 2022 and the execution of this Agreement that is consistent with the provisions of this Agreement is hereby ratified.
- (3) Subrecipient will bill the County within the term of this Agreement upon completion of services as defined in the Scope of Services in Appendix A.
- (4) County may, at its option, withhold reimbursement for any month for which required reports and/or invoices have not been received, or are not accurate and/or complete, or for contractual non-compliance issues.

I. OVERPAYMENTS OR ERRONEOUS PAYMENTS TO SUBRECIPIENT

If overpayments or erroneous payments have been made to Subrecipient under this Agreement, the County will provide notice to Subrecipient and Subrecipient shall refund the full amount of the overpayment within thirty (30) calendar days of the notice. If Subrecipient fails to make timely refund, the County may charge Subrecipient one percent (1%) per month on the amount due, until paid in full.

J. RECORDS AND DOCUMENTS REVIEW

- (1) Subrecipient must maintain books, records, documents, magnetic media, receipts, invoices or other evidence relating to this Agreement and the performance of the services rendered, along with accounting procedures and practices, all of which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. At no additional cost, these records, including materials generated under this Agreement, are subject at all reasonable times to inspection, review, or audit by the Agency, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement [See 42 USC 1396a(a)(27)(B); 42 USC 1396a(a)(37)(B); 42 USC 1396a(a)(42)(A); 42 CFR 431, Subpart Q; and 42 CFR 447.202].
- (2) Subrecipient must retain such records for a period of six (6) years after the date of final payment under this Agreement.
- (3) If any litigation, claim or audit is started before the expiration of the six (6) year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved.

K. RIGHTS OF STATE AND FEDERAL GOVERNMENTS

In accordance with 45 C.F.R. 95.617, all appropriate state and federal agencies, including but not limited to the Centers for Medicare and Medicaid Services (CMS), will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for Federal Government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation (FFP) under 45 CFR Part 95, subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with FFP under this Agreement; (iii) the copyright in any work developed under this Agreement; and (iv) any rights of copyright to which Subrecipient purchases ownership under this Agreement.

L. COMPLIANCE WITH SUBRECIPIENT REQUIREMENTS FROM GRANT

- (1) General. In accordance with 2 CFR 200.501 and 45 CFR 75.501, Subrecipient shall:
 - (a) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;
 - (b) Maintain internal controls that provide reasonable assurance that Subrecipient is managing federal awards in compliance with laws, regulations, and provisions of

contracts or grant agreements that could have a material effect on each of its federal programs;

- (c) Prepare a financial statement upon completion of services as agreed upon in the Scope of Services in Appendix A;
 - (d) Incorporate OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 audit requirements into all agreements between Subrecipient and its subcontractors who are subrecipients;
 - (e) Comply with any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and any successor or replacement Circular or regulation;
 - (f) Comply with the applicable requirements of OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501 and any future amendments to OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, and any successor or replacement Circular or regulation; and,
 - (g) Comply with the Omnibus Crime Control and Safe Streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39. (Go to <http://ojp.gov/about/offices/ocr.htm> for additional information and access to the aforementioned Federal laws and regulations.)
- (2) Single Audit Act Compliance. If Subrecipient expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, Subrecipient will procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, Subrecipient will:
- (a) Submit to the Authority contact person the data collection form and reporting package specified in OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;
 - (b) Follow-up and develop corrective action for all audit findings; in accordance with OMB Super Circular 2 CFR 200.501 and 45 CFR 75.501, prepare a "Summary Schedule of Prior Audit Findings."
- (3) Overpayments. If it is determined by the Agency or the County, or during the course of a required audit, that Subrecipient has been paid unallowable costs under this or any Program Agreement, Subrecipient will refund the full amount to the Agency as provided in Section I. *OVERPAYMENTS OR ERRONEOUS PAYMENTS TO SUBRECIPIENT*.

M. RISK ASSESSMENT AND MONITORING FOR COMPLIANCE BY THE COUNTY.

- (1) Subrecipient shall immediately report to the County any failure to perform under this Agreement.
- (2) Along with every request for reimbursement under this Agreement, Subrecipient shall submit a Monitoring Certification using the form attached as Appendix B for purposes of the County

performing the risk assessment of Subrecipient and compliance monitoring of this Agreement that is required of the County by the Agency.

N. GENERAL TERMS AND CONDITIONS

- (1) Subrecipient's relation to the County shall at all times be that of independent Subrecipient. Any and all employees of Subrecipient, or other persons engaged in the performance of any work or service required of Subrecipient under this Agreement, shall be considered employees of Subrecipient only, and any claims that may arise on behalf of or against said employees shall be the sole obligation and responsibility of Subrecipient.
- (2) Subrecipient shall not subcontract or assign any of the services covered by this Agreement without the express written consent of the County. Subcontracting and assignment does not include printing or other customary reimbursable expenses that may be provided in an Agreement.
- (3) Subrecipient, by signature to this Agreement, certifies that Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement, or any Agreement by any Federal department or agency. Subrecipient also agrees to include the above requirement to all subcontracts into which it enters.
- (4) Subrecipient shall obtain and keep in force during the terms of this Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Chapter 48:05 RCW:
 - (a) Worker's compensation and employer's liability insurance. Subrecipient will participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington;
 - (b) Commercial Automobile Liability or Business Use 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 with the County named as an additional insured in connection with Subrecipient's performance of this Agreement.
 - (c) General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000.00) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the Agency Contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - (i) Broad Form Property Damage, with no employee exclusion.
 - (ii) Personal Injury Liability, including extended bodily injury.
 - (iii) Broad Form Contractual/Commercial Liability - including completed operations.

- (iv) Premises - Operations Liability (M&C).
 - (v) Independent Contractors and Subrecipients.
 - (vi) Blanket Contractual Liability.
- (5) All employees or subcontractors of Subrecipient who are required to be professionally certified by the State in the performance of services under this Agreement shall maintain professional liability insurance/error and omissions liability insurance in the amount of not less than one million dollars (\$1,000,000). In no case shall such professional liability to third parties be limited in any way.
 - (6) It shall be the responsibility of Subrecipient to insure that any and all persons engaged in the performance of any work or service required of Subrecipient under this Agreement, shall comply with the same insurance requirements that Subrecipient is required to meet.
 - (7) Failure on the part of Subrecipient to maintain the insurance as required shall constitute a material breach of contract upon which the County may, after giving five working days' notice to Subrecipient to correct the breach, immediately terminate this Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the County on demand, or at the sole discretion of the County, offset against funds due Subrecipient from the County.
 - (8) All cost for insurance shall be considered incidental to and included in the unit contract prices and no additional payment will be made.
 - (9) Excepting the Workers Compensation insurance and any professional liability insurance secured by Subrecipient, the County will be named on all certificates of insurance as an additional insured. Subrecipient shall furnish the County with verification of insurance and endorsements required by this Agreement. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
 - (10) All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Subrecipient shall submit a verification of insurance as outlined herein within 14 days of the execution of this Agreement to the County. All insurance policies obtained by Subrecipient shall be primary to any equivalent or applicable policies held by the County. All insurance policies obtained by Subrecipient shall include a waiver of subrogation rights. Any self-insured retention, deductible or risk retention maintained, or participated in, by the County coverage for third-party liability claims provided to the county, shall be excess and shall be non-contributory to the insurance policies provided by Subrecipient in order to comply with the insurance requirements of this Subcontract. All policies provided by Subrecipient in order to comply with the insurance requirements of this Subcontract must be endorsed to show this primary coverage.
 - (11) The County will pay no progress payments under this Agreement until Subrecipient has fully complied with this section. This remedy is not exclusive; and the County may take such other action as is available to them under other provisions of this Agreement, or otherwise in law.
 - (12) Nothing in the foregoing insurance requirements shall prevent the County, at its option, from additionally requesting that Subrecipient deliver to the County an executed bond as

security for the faithful performance of this Agreement and for payment of all obligations of Subrecipient.

- (13) It is understood and agreed that this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed in accordance with the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents. No party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.
- (14) Should either party bring any legal action, each party in such action shall bear the cost of its own attorney's fees and court costs. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.
- (15) Subrecipient shall comply with the WA State Department of Labor and Industries Minimum Wage Act, Chapter 49.46 RCW, acknowledging persons with disabilities participating in job assessments are not considered employees.
- (16) Subrecipient shall indemnify and hold the County, and its officers, officials, employees, agents and volunteers (and their marital communities) harmless from and shall process and defend at its own expense, including all costs, attorney fees and expenses relating thereto, all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from Subrecipient's negligence or breach of any of its obligations under this Agreement; provided that nothing herein shall require a Subrecipient to indemnify the County and its officers, officials, employees, agents and volunteers (and their marital communities) against and hold them harmless from claims, demands or suits based solely upon the conduct of the County, its officers, officials, employees, agents and volunteers (and their marital communities), and provided further that if the claims or suits are caused by or result from the concurrent negligence of:
 - (a) Subrecipient's agents or employees; and,
 - (b) The County, its officers, officials, employees, agents and volunteers (and their marital communities), this indemnity provision with respect to: (i) claims or suits based upon such negligence, or (ii) the costs to the County of defending such claims and suits, etc., shall be valid and enforceable only to the extent of Subrecipient's negligence or the negligence of Subrecipient's agents or employees.
 - (c) Subrecipient specifically assumes potential liability for actions brought against the County by Subrecipient's employees, including all other persons engaged in the performance of any work or service required of Subrecipient under this Agreement and, solely for the purpose of this indemnification and defense, Subrecipient specifically waives any immunity under the state industrial insurance law, Title 51 RCW. Subrecipient recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation.
 - (d) The provisions of this section shall survive the expiration or termination of this Agreement.
- (17) Subrecipient shall not discriminate against any person presenting themselves for services based on race, religion, color, sex, age, or national origin.

- (18) No portion of this Agreement may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of County. If the County agrees in writing that all or a portion of this Agreement may be subcontracted to a third-party, then any contract or agreement between Subrecipient and a third-party Subrecipient must contain all provisions of this Agreement and the third-party subcontractor must agree to be bound by all terms and obligations found in this Agreement.
- (19) This Agreement memorializes the entire agreement of the parties. No representation or promise not expressly contained in this Agreement has been made. The parties are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not expressly contained in this Agreement. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.
- (20) Subrecipient is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. Subrecipient assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor. Every subcontractor must agree in writing to follow every term of this Agreement. Subrecipient must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The head of the County department primarily responsible for overseeing Subrecipient's performance under this Agreement or that department head's designee must approve any proposed subcontractors in writing. Any dispute arising between Subrecipient and any subcontractors or between any subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the delivery of contracted goods or services.
- (21) While performing services, the use of illegal drugs, alcohol, or controlled substances on the County property or premises is strictly prohibited. Subrecipient's employees shall not perform services while under the influence of drugs or alcohol, and if discovered, may be reported to the appropriate law enforcement agency.
- (22) The use of tobacco of any kind on property or premises of the County shall comply with County policies.
- (23) Any form of harassment, discrimination, or improper fraternization with any County employee or a participant is strictly prohibited.
- (24) No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
- (25) The terms of this Agreement are not severable. If any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or

unenforceable to any extent, the remainder of this Agreement and the application this Agreement shall not be enforceable.

- (26) This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs and assigns.
- (27) The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
- (28) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity of this Agreement, so long as all the parties execute a counterpart of this Agreement.
- (29) The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
- (30) The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
- (31) Notwithstanding any provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended), Subrecipient agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. Subrecipient also agrees that upon receipt of any written public record request, Subrecipient shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.
- (32) All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County shall be sent to the following address:

Jefferson County Risk Management Department
1820 Jefferson Street
Port Townsend, WA 98368

Notices to Subrecipient shall be sent to the following address:

Ian Fraser
Marine Resources Consultants, Inc.
PO Box 816
Port Townsend, WA 98253
(360) 385-4486

(SIGNATURES FOLLOW ON THE NEXT PAGE)

ADOPTED THIS 29 day of June, 2022

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON**

SUBRECIPIENT

By: _____
Heidi Eisenhour, Chair DATE

By: 
Ian Frasor, Marine Resources Consultants

By: _____
Greg Brotherton, Commissioner DATE

Title: Vice-President

By: _____
Kate Dean, Commissioner DATE

DATE: 6/29/2022

SEAL:

ATTEST:

Carolyn Galloway DATE
Clerk of the Board

Approved as to form only:


June 21, 2022
Philip C. Hunsucker DATE
Chief Civil Deputy Prosecuting Attorney

APPENDIX A – SCOPE OF SERVICES

Study Area

The study area includes four DNR sites surveyed during the 2014 and 2015 surveys. Three of these sites are located along the Port Townsend waterfront (CPS2596, CPS2597, and CPS2598) and one is located between Port Townsend Boat Haven and the mill (CPS2595).

Position Data Collection

We will acquire position data using a sub-meter differential global positioning system (DGPS) with the antenna located at the tip of the A-frame used to deploy the camera towfish. Differential corrections for the DGPS will be received from the WAAS SBAS network in the WGS84 datum. Positional accuracy will be further improved using an AtlasLink Smart antenna with Atlas H10 RTK corrections at the sub-decimeter level (8 cm 95%). A laptop computer running Hypack hydrographic survey software will store position data, depth data from one echosounder (Garmin), and user-supplied transect information onto its hard drive. Position data will be stored in both latitude/longitude and projected State Plane coordinates (Washington South, US Survey Feet). Z-axis data will be recorded as Geoid Elevation (as calculated by Hypack using Ellipsoid Height and geoid transformation). All data will be updated at 1 second intervals. We use a separate computer with Coastal Explorer navigation software for the ship's navigation system.

Video Data Collection

We will obtain underwater video images using the SplashCam Deep Blue Pro Color SD underwater video camera mounted in a down-looking orientation on a heavy towfish. A second camera will be mounted in a more forward looking orientation to provide an oblique view of the seabed and vegetation to aid in species identification. Two parallel red lasers mounted 10 cm apart create two red dots in the video images as a scaling reference. A 10,000-lumen flood light provides illumination when needed. We will mount a third forward looking underwater camera (SplashCam Deep Blue HD) on the towfish to give the winch operator a better view of the seabed. We will deploy the towfish directly off the stern of the vessel using the A-frame and winch. Video monitors located in both the pilothouse and the work deck will assist the helmsman and winch operator control the speed and vertical position of the towfish. The weight of the towfish keeps its nose positioned directly beneath the DGPS antenna, with Hypack internally compensating for the position of the camera two feet farther back, thus ensuring that the position data accurately reflect the geographic location of the camera. A video overlay controller integrates DGPS data (date, time) and user supplied transect information (transect number and site code) into the video signal.

We will store video images using three Atomos Ninja 2 recorders. This device meets the DNR requirement that the primary digital video recorder uses an intermediate codec such as Apple ProRes (or equivalent). These digital video recorders will record video onto portable hard drives. The secondary recording of the more forward looking HD “backup” camera will be recorded in SD quality directly to DVD using a Sony VRD-MC6 recorder.

Depth Data Collection

For 22 years our primary depth sounders have been BioSonics systems. The advantage of these systems is their ability to accurately measure distance between the transducer and the seabed, even when the seabed is covered with dense vegetation (e.g., eelgrass and/or macroalgae). Other depth sounders often measure distance only to the top of the vegetation canopy. The BioSonics MX can produce real-time depth estimates, but these are only a little better than those produced by most other depth sounders. The advantage of these systems is that all returning acoustic data

is recorded and can be further analyzed using a variety of proprietary software tools. During database preparation, individual transect files for a site are reviewed and processed using the BioSonics Visual Analyzer suite. The final output is a single text file with time, depth, and position data. These data are merged with the tide correction data to give corrected depths. For both echosounders, we will mount the portable transducers on poles attached to the port (BioSonics MX Aquatic Habitat) and starboard (Garmin FishFinder 250) corners of the transom. Since the DGPS antenna will be mounted along the centerline of the vessel, each transducer will be offset 1.5 m from the DGPS antenna. In previous DNR SVMP surveys we ignored this slight offset and assumed that depth readings from both depth sounders were taken at the location of the DGPS antenna.

Field Sampling Procedures

The research vessel will be manned by a skipper and deckhand/technician. At the start of each transect the skipper will back the vessel close to the shoreline and the winch operator will lower the towfish to just above the bottom. Visual references will be noted and all video recorders and data loggers will be started. As the vessel moves along the transect the winch operator will raise and lower the camera towfish to follow the seabed contour. The vessel skipper or field technician will use a toggle switch (“clicker”) to record in real time when eelgrass (or other target vegetation) is observed. Our custom Hypack add-on software allows us to record and display in real time five separate types of targets (e.g., eelgrass, surfgrass, macroalgae, fish). The vessel speed will be held as constant as possible (approximately 0.8 to 1.2 knots depending on site qualities and objectives). At the end of the transect, we will stop the recorders, retrieve the camera towfish, and move the vessel to the next sampling position. We will maintain field notes throughout the site.

Database Preparation

We will prepare final databases including the following tasks:

- Insert transducer offsets into the data files.
- Convert position data from State Plane Washington South Survey Feet to State Plane Washington North Meters.
- Prepare predicted tide files for appropriate site and reference stations.
- Get observed tide data for reference stations from the NOAA web site.
- Merge all tide data into the database and correct BioSonics depths to the Mean Lower Low Water datum (see paragraph below for details).
- Post-process BioSonics raw depth data, merge into the database, and interpolate depths for blank fields.
- Additional depth columns will be calculated and added for Geoid terrestrial references frame and conversion from there to MLLW (see below).
- Add headers to all data columns.

Raw depths collected from the BioSonics echosounders measure the distance between the seabed and the transducer. We will apply three factors to correct these depths to the MLLW vertical datum: (1) transducer offset (i.e., distance between the transducer and the water surface); (2) predicted tidal height (i.e., predicted distance between the surface and MLLW); and (3) tide prediction error (i.e., predicted tidal height minus the observed tidal height at the Port Townsend reference station). Corrected depth equals depth below the transducer plus the transducer offset minus the predicted tidal height plus the tide prediction error. We will measure the transducer offsets directly each day. To get predicted tide heights we will use the computer program Tides

and Currents Pro (Nobletec Corporation). We will compute tide prediction errors by comparing the computer program predicted tide heights for reference station with actual observed tide heights published by the National Oceanic and Atmospheric Administration on their web site (<http://tidesandcurrents.noaa.gov>).

With the use of the ATLAS H10 sub-decimeter “RTK” level DGPS corrections, depths (negative heights) will also be reported in separate columns with respect to terrestrial Ellipsoid and Geoid references. The Geoid Elevation will be calculated simply by adding the offset between the DGPS antenna and the transducer to the post-processed BioSonics depths, and subtracting this sum from the DGPS reported Geoid elevation. The RTK depth correction will be calculated internally by Hypack using the 2018-CONUS Geoid model with the WA Juan De Fuca03_8301 Vertical Datum Zone. It is important to note that ATLAS H10 corrections are sub-decimeter (8 cm 95%) for the horizontal plane, but vertical accuracy claimed to the sub-foot (30 cm 95%) level. The Geoid Elevation will provide more geographically accurate, terrestrially referenced, tide free depth information. It is important to note, however, that terrestrial Mean Sea Level (MSL) may hold significant biological differences from the MLLW depth which have historically been used throughout the DNR SVMP history.

Research Vessel

We will conduct surveying aboard the 36-ft *R/V Brendan D II*, chartered from Sound Vessels, Inc. Complete vessel specifications are attached to this proposal. We will use the same equipment we use for the DNR SVMP surveys for this project (listed below).

Item	Manufacturer/Model
Computer systems	Toughbook laptop computer with Microsoft Office and Hypack Max software (capable of accepting ESRI ArcGIS files). HP 4480 color printer.
Differential GPS	Hemisphere VS330 & Hemisphere A326 AtlasLink Smart antenna with Atlas H10 subscription for sub-decimeter accuracy.
Primary Depth Sounder	BioSonics MX Aquatic Habitat Echosounder.
Back-up Depth Sounder	Garmin FishFinder 250
Underwater Cameras (2)	SplashCam Deep Blue Pro Color SD (Ocean Systems, Inc.) down- looking. SplashCam Deep Blue HD (Ocean Systems, Inc.) forward looking.
Lasers	Deep Sea Power & Light (10 cm spread; red)
Underwater Light	Deep Sea Power & Light LED Sealite-1000 (10,000 lumens, flood), secondary Ocean Systems LED (3,000 lumens, beam angle unspecified).
HD Video Overlay Controller	Proteus II from VideoLogix, backed up with Intuitive Circuits GeoStamp+ HD
SD Video Overlay Controller	Intuitive Circuits TimeFrame, backed up with GeoStamp+
SD/HD Video Recorders	3x Atomos Ninja 2
DVD Recorder	Sony VRD-MC6

The R/V Brendan D II.

Deliverables

- Real-time field maps with locations surveyed
- Real-time toggle switch eelgrass positions to match the field maps and data spreadsheets with all data collected (time, position, depth, etc.) in a form compatible with ArcGIS software
- Video files (digital video files to hard drive)
- A field report with survey methods, maps of area surveyed and associated real-time eelgrass observations, and discussion comparing results to previous eelgrass survey field reports

Budget

This project will require four days of field sampling. Extending tracks to -15 m (-49 ft) MLLW isobath in some areas will triple their length and greatly increase the field survey time. We will use extended transects within the DNR delineated sites as feasible within the four field sampling days.

Task	Description	Quantity	Rate	Total
1	Field sampling	4 Days	\$2,750/day	\$11,000
2	Database prep	4 DNR sites	\$100/DNR site	\$400
3	Report prep	5 Hours	\$100/hour	\$500
TOTAL:				\$11,900

Deadlines

This work includes 4 field sampling days as well as database and report preparation. Invoices may be submitted to the County's Contract Supervisor (Monica Montgomery, MRC Coordinator). All work must be completed by September 1, 2022.

APPENDIX B – COMPLIANCE AND RISK MONITORING FORM

This Compliance and Risk Monitoring Form shall be submitted before the Subrecipient Agreement can be approved and also shall be submitted along with every request for reimbursement.

AGENCY CONTRACT NO: _____

DATE: 6/29/2022

NAME OF SUBRECIPIENT: Jan Fraser

By signing below, I declare under penalty of perjury of the laws of the State of Washington and the United States that the forgoing is true and correct. (Check the applicable boxes.)

DATE	CERTIFICATION ITEM	YES	NO
6/29/2022	Subrecipient is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transactions by any Federal, State, or local department or agency	☒	☐
	Subrecipient has not within a 3-year period preceding the submission of this Compliance and Risk Monitoring Form been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property	☒	☐
	Subrecipient is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property	☒	☐
	Subrecipient has not within a 3-year period preceding the submission of this Compliance and Risk Monitoring Form one or more public transactions (Federal, State, or local) terminated for cause or default	☒	☐
	Subrecipient has provided all written reports required by the Agency Contract and this Subrecipient Agreement as of	☒	☐

DATE	CERTIFICATION ITEM	YES	NO
6/29/2022	the submission of this Compliance and Risk Monitoring Form	✓	
	Subrecipient has provided any audit report received by it from any government agency since the last certification for its performance related to the Agency Contract	✓	
	Subrecipient certifies that all of the deliverables and other work required since the last certification have been completed	✓	
	All the work being billed for in the invoice being certified by this Compliance and Risk Monitoring Form actually has been performed, including any timesheet or other backup	✓	
	Subrecipient agrees to submit to an audit within 30 days of a request from the County or the Agency	✓	
✓	Subrecipient has corrected any deficiencies identified since the last certification	✓	

Signed at Bellingham, WA
City State

[Signature] 6/29/2022
SUBRECIPIENT SIGNATURE DATE

Ian Fraser
WRITTEN NAME OF PERSON SIGNING CERTIFICATION

APPROVED BY THE COUNTY:

COUNTY APPROVAL SIGNATURE DATE

WRITTEN NAME OF PERSON APPROVING CERTIFICATION