



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Pinky Mingo, Environmental Public Health and Water Quality Director
Tami Pokorny, Natural Resources Program Coordinator

DATE: July 8, 2024

SUBJECT: Agenda Item – Approval of Personal Services Agreement with University of Washington for the Dead Bird Citizen Science for Youth Community Members: an Internship Program with COASST Project; July 1, 2024 – June 1, 2025; \$17,953.00

STATEMENT OF ISSUE:

Jefferson County Public Health requests approval of the Personal Services Agreement with University of Washington for the Dead Bird Citizen Science for Youth Community Members: an Internship Program with COASST Project; July 1, 2024 – June 1, 2025; \$17,953.00

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

The University of Washington Coastal Observation and Seabird Survey Team (COASST) will expand and deepen an existing program, launched through a pilot in the last biennium, to connect youth who reside along the outer coast of Washington in Jefferson and Clallam counties with the opportunity to gain experience conducting environmental research as part of COASST's beached bird survey program. Community training will be held, interns and mentors identified, and beaches monitored monthly leading to workshop presentations and a visit to the University of Washington's College of the Environment to support student aspirations in STEM fields. This project was recommended for funding by the North Pacific Coast Marine Resources Committee at its meeting on September 19, 2023 and meets the Coast MRC Program benchmarks for Sound Science and Education and Outreach.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

Funding for this NPC MRC project is provided by a grant from the Washington Department of Fish and Wildlife for projects identified and recommended by the North Pacific Coast Marine Resources Committee (NPC MRC), #23-23412. There is no impact to the Jefferson County General Fund for this agreement and there are no match requirements.

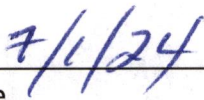
RECOMMENDATION:

JCPH Management recommends BOCC signature for the Personal Services Agreement with University of Washington for the Dead Bird Citizen Science for Youth Community Members: an Internship Program with COASST Project; July 1, 2024 – June 1, 2025; \$17,953.00

REVIEWED BY:



Mark McCauley, County Administrator



Date

CONTRACT REVIEW FORM
(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: University of Washington

Contract No: WQ-24-011

Contract For: Coastal Observation and Seabird Survey

Term: 7/1/2024 - 6/1/2025

COUNTY DEPARTMENT: Public Health / Environmental Health

Contact Person: Tami Pokorny

Contact Phone: x 498

Contact email: tpokorny@co.jefferson.wa.us

AMOUNT: \$17,953.00

PROCESS:

- | | |
|-------------------------------------|-------------------------|
| ☒ | Exempt from Bid Process |
| ☐ | Cooperative Purchase |
| ☐ | Competitive Sealed Bid |
| ☐ | Small Works Roster |
| ☐ | Vendor List Bid |
| ☐ | RFP or RFQ |
| ☐ | Other: _____ |

Revenue: _____

Expenditure: \$17,953.00

Matching Funds Required: _____

Sources(s) of Matching Funds: _____

Fund # 128

Munis Org/Obj 12855310

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ **N/A:** ☐

Signature

Apr. 3, 2024

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ **N/A:** ☐

Signature

Apr. 3, 2024

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 4/10/2024.

Should this be a professional services agreement?

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 4/11/2024.

I agree it should be named professional services agreement. But the title does not prevent it from being a valid contract. Please use Professional Services Agreement in the future, all our standard contracts are worded that way. This wording makes people think this needs closer scrutiny.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

PROFESSIONAL SERVICES AGREEMENT

Between

University of Washington

and

Jefferson County

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and University of Washington ("the Contractor"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Contractor is retained by the County to perform the following Project: The University of Washington Coastal Observation and Seabird Survey Team (COASST) will expand and deepen an existing program to connect youth who reside along the outer coast of Washington in Jefferson and Clallam counties with the opportunity to gain experience conducting environmental research as part of COASST's beached bird survey program. Community trainings will be held, interns and mentors identified, and beaches monitored monthly leading to workshop presentations and a visit to the College of the Environment at the University of Washington to support student aspirations in STEM fields. The professional services are funded by a grant from the Washington State Department of Wildlife (DFW) #23-23412. The project meets Coast MRC Program benchmarks for Sound Science and Education and Outreach.
2. Scope of Services. Contractor agrees to perform the services identified on Exhibit "A" attached hereto including the provision of all labor.
3. Time for Performance. This Agreement shall commence on July 1, 2024 and continue through June 1, 2025. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified. The Contractor shall perform all services pursuant to this Agreement as outlined on Exhibit "A". Time is of the essence in the performance of this Agreement.
4. Payment. The Contractor shall be paid by the County for completed work and for services rendered under this Agreement as follows:
 - a. Payment for the work provided by the Contractor shall be made as provided in **Exhibit "B" attached hereto**, provided that the total amount of payment to Contractor shall not exceed \$17,953 without express written modification of this Agreement signed by the County.
 - b. Invoices must be submitted by the 15th of the month for the previous month's expenses. Such invoices will be checked by the County, and upon approval thereof, payment will be made to the Contractor in the amount approved. Failure to submit timely invoices and reports pursuant to Exhibit B of the Agreement may result in a denial of reimbursement. Invoices not submitted within 60 days may be denied.

- c. Final payment of any balance due the Contractor of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work and submittal of reports under this Agreement and its acceptance by the County.
 - d. Contractor shall provide invoices and necessary backup documentation for all services including timesheets and statements (specifying the services provided). Any indirect charges require the submittal of an indirect cost methodology and rate using 2 C.F.R. Part 255 and 2 C.F.R. Part 230.
 - e. The Contractor'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 non-confidential or de-identified documents, drawings, specifications, and other materials used by the Contractor in connection with the services rendered under this Agreement shall remain the property of the Contractor. The County shall be permitted to retain copies, including reproducible copies, of drawings and specifications for County's internal information, reference and use only, without the right to sublicense or redistribute either commercially or non-commercially. Contractor shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
6. Compliance with Laws. Contractor 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. Audit. An audit will be submitted to the County upon request. Upon request, Contractor will submit the most recent financial audit within 30 days.
- a. Upon request, the County shall have the option of performing an onsite review of all records, statements, and documentation.
 - b. If the County finds indications of potential non-compliance during the monitoring process, the County shall notify Contractor within ten (10) days. County and Contractor shall meet to discuss areas of contention in an attempt to resolve issues.
 - c. Audit will provide statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of 2 C.F.R. Part 200, as applicable.
8. Independent Contractor. The Contractor and the County agree that the Contractor is an independent contractor with respect to the services provided pursuant to this Agreement.

The Contractor specifically has the right to direct and control Contractor's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. Neither Contractor nor any employee of Contractor shall be entitled to any benefits accorded County employees by virtue of the services provided under this Agreement, including, but not limited to: retirement, 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. 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 Contractor, or any employee of Contractor.

9. Subcontracting Requirements.

- a. The Contractor 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. The Contractor assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.
- b. Every subcontractor must agree in writing to follow every term of this Agreement. The Contractor 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 Public Health Director or their designee must approve any proposed subcontractors in writing.
- c. Any dispute arising between the Contractor and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Contractor's performance required by this Agreement.

10. Covenant Against Contingent Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. Discrimination Prohibited. The Contractor, 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, 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.

12. No Assignment. The Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
13. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. Termination.
 - a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Contractor.
 - b. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Contractor and the County, if the County so chooses.
 - c. The County reserves the right to terminate this contract in whole or in part, with 10 days' 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.
15. Notices. 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:

Tami Pokorny, Natural Resources Program Coordinator
Jefferson County Public Health Department
615 Sheridan Street
Port Townsend, WA 98368 Ph: 360-379-4498
Email: tpokorny@co.jefferson.wa.us

Notices to Contractor shall be sent to the following address:
Carol Rhodes
Director, Office of Sponsored Programs Box 359472
University of Washington Seattle, WA 98195-9472
Ph: 206-543-4043
Email: osp@uw.edu

16. Integrated Agreement. This Agreement together with attachments or addenda represents the entire and integrated Agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Contractor ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Contractor, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.
17. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Contractor.
18. Disputes. The Parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
19. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
20. Limits of Any Waiver of Default. 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.
21. No Oral Waiver. 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.
22. Severability. Provided it does not result in a material change in the terms of this Agreement, 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 affected and shall be enforceable to the fullest extent permitted by law.

23. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
24. No Assignment. The Contractor shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
25. No Third-party Beneficiaries. 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.
26. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
27. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
28. Public Records Act. Each party shall be responsible for its own compliance with the Washington Public Records Act, Chapter 42.56 RCW (as may be amended). This Agreement, once executed, will be a "public record" subject to production to a third party if it is requested under the Chapter 42.56 RCW.

DATED this _____ day of _____, 2024.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

University of Washington

Name of Contractor

Jenny Le

Contractor Representative *(Please print)*

Jenny Le

Digitally signed by Jenny Le
Date: 2024.06.28 16:02:34
+07'00'

(Signature)

Grant & Contract Analyst

Title

6/28/2024

Date

JEFFERSON COUNTY

BOARD OF COMMISSIONERS

Kate Dean, Chair

Greg Brotherton, Member

Heidi Eisenhour, Member

ATTEST:

By: _____

Carolyn Gallaway CMC,
Clerk of the Board

Date

APPROVED AS TO FORM ONLY:

By: _____

Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney

Date

*PRO SIG
ON NEXT
PAGE*

SIGNATURE PAGE

JEFFERSON COUNTY

BOARD OF COMMISSIONERS

Name of Contractor

Kate Dean, Chair

Contractor Representative *(Please print)*

Greg Brotherton, Member

(Signature)

Heidi Eisenhour, Member

Title

Date

ATTEST:

By: _____
Carolyn Gallaway CMC, Date
Clerk of the Board

APPROVED AS TO FORM ONLY:

By:  April 11, 2024
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

Exhibit A: Scope of Work

The University of Washington Coastal Observation and Seabird Survey Team (COASST) will continue to connect youth who reside along the outer coast of Washington in Jefferson and Clallam counties with the opportunity to gain experience conducting environmental research as part of COASST's beached bird survey program. A team of four, senior-level high school students/recent high school graduates will adopt a local beach along the outer Pacific Coast and survey monthly aided by their local mentor(s).

Task 1: Conduct four 80-hour or longer internships for youth who reside along the outer coast and their mentor(s), including necessary safety and bird identification trainings.

Deliverables:

- 1a) Names and contact information for interns and mentors. Due: July 1, 2024.
- 1b) Community training workshop for the COASST survey program.
Due: May 1, 2025
- 1c) Timesheets for each intern (80 hours or more). Due: May 1, 2025
- 1d) Project presentation by interns at workshop. Due: May 1, 2025
- 1e) Project presentation to NPC MRC. Due: May 1, 2025
- 1f) Student and mentor visit to the University of Washington, College of the Environment.
Due: May 1, 2025
- 1d) Completed WDFW final report form by COASST and all invoicing materials.
Due: June 1, 2025

Exhibit B: Estimated Budget

Category	Detail	MRC Request	Total
Salaries or Hourly Wages and Benefits			5,454
Science Coordinator Salary and benefits	Base salary \$5650, 30.3% benefits rate. 3% inflation applied. ~ 0.72 months committed	5,454	
Supplies and Materials			124
Survey kits	2 kits, \$62.22 each	124	
Travel			855
Staff travel to training events	travel for COASST staff from Seattle to coastal communities, twice (Meal, Lodging, Mileage)	855	
Other Direct Costs			7,949
Participant Support Costs (non-UW employee and non-trainer)	stipends for 4 undergraduate interns \$1520/ea), travel for 6 people (4 undergrads + 2 teachers) from Clallam/Jefferson counties to Seattle (2 days meals, 3 rooms lodging, mileage for 2 vehicles)	7,949	
Indirect expenses (All such expenses should be itemized)			3,571
Salaries or Hourly Wages and Benefits	indirect costs associated with staff salaries and benefits	3,027	
Supplies and Materials	indirect costs associated with producing survey kits	69	
Travel	indirect costs associated with UW employee travel	475	
Participant Support Costs (non-UW employee and non-trainer)	indirect costs associated with participant support costs: none	0	
Totals			17,953

Exhibit C: WDFW Final Report Form

[See next page]

COASTAL MRC PROGRAM – FINAL REPORT FORM

Project Title:

MRC:

Project Leader's Name:

WDFW Contract #:

Has this project been completed? Yes ☐ Ongoing Project ☐

If no, describe below the reasons why this project wasn't completed by the deadline:

Project Funds Awarded: \$ Project Funds Spent: \$

If any funds weren't spent, please explain why below:

Was any inventoriable equipment purchased with your MRC funds for this project? Yes ☐ No ☐

If you did purchase any inventoriable equipment, you will be contacted about returning the equipment to WDFW or to discuss the possibility of a loan agreement to allow continued use of the equipment.

Have all Volunteer Registration Forms been turned in? Yes ☐ No ☐

Have all Volunteer Timesheets been turned in? Yes ☐ No ☐

Have all reimbursement requests been turned in? Yes ☐ No ☐

Please submit any remaining volunteer registration forms, volunteer timesheets, and reimbursement requests with this report.

How many total volunteer hours were used on this project?

Please describe the accomplishments of the project below:

How did the public and/or fish and wildlife benefit from your project's activities?

Please list the names of any WDFW personnel that provided assistance to your project:

COASTAL MRC PROGRAM – FINAL REPORT FORM

Use the space below to provide comments about your experience with the Coastal MRC Program or describe your ideas for program improvement:

The information provided in this report will be included in the annual report to the governor and the appropriate committees of the legislature. This report will also be made available to all grantees, the Fish and Wildlife Commission, the Director of WDFW, WDFW's Executive Management Team and other personnel within WDFW as well as the general public (via our webpage). Please send photographs of project activity (with photographer's full name) as an e-mail attachment to: jessi.doerpinghaus@dfw.wa.gov (for possible use in the report).

The information that you provide in this report may be used in evaluating future Coastal MRC project proposals.

Name (if sending electronically) or Signature (if sending hard copy):

Date:

Send completed final reports to the program coordinator:

Chris Waldbillig
Chris.Waldbillig@dfw.wa.gov