

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Monica Montgomery, Water Programs Coordinator
Jefferson County Marine Resources Committee and WSU Extension

DATE: 12/4/23

SUBJECT: Amendment to Jefferson County Marine Resources Committee Contract with Hood Canal Oyster Co.

STATEMENT OF ISSUE:

On June 26, 2023, Jefferson County and the Hood Canal Oyster Company entered into an agreement for delivery of 1,200 bags of clean Pacific oyster shell to the Jefferson County Marine Resources Committee's (MRC) Olympia oyster habitat enhancement sites in Discovery Bay for the agreed upon amount of up to \$9,900. However, Hood Canal Oyster Co. did not factor their true costs, including taxes, in the Scope and Payment of Services (Appendix A of the Subrecipient Agreement), which they have invoiced as an additional \$910.80 (total of \$10,810.80). The MRC is submitting a contract amendment to pay the additional \$910.80 with available grant funds dedicated to the Olympia oyster restoration project.

ANALYSIS:

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

FISCAL IMPACT:

The additional cost of \$910.80 will be paid by the Jefferson MRC's grant funds that are administered through the Northwest Straits Commission.

RECOMMENDATION:

Signature for approval of the contract amendment.

REVIEWED BY:

 _____ Date 11/27/23

Mark McCauley, County Administrator

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Hood Canal Oyster Co.

Contract No: MRC-HCO2023

Contract For: Oyster shell distribution

Term: 6.1.2023-8.30.2023

COUNTY DEPARTMENT:	WSU Jefferson County Extension
Contact Person:	Monica Montgomery
Contact Phone:	360-379-5610 x230
Contact email:	monica.montgomery1@wsu.edu

AMOUNT: 910.80

Revenue: _____

Expenditure: 910.80

Matching Funds Required: _____

Sources(s) of Matching Funds: _____

PROCESS:

- | | |
|-------------------------------------|---------------------------------|
| ☐ | Exempt from Bid Process |
| ☐ | Cooperative Purchase |
| ☐ | Competitive Sealed Bid |
| ☐ | Small Works Roster |
| ☐ | Vendor List Bid |
| ☐ | RFP or RFQ |
| ☒ | Other: <u>contract amendmen</u> |

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐

Monica Montgomery
Signature

10/18/2023
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: ☐

Monica Montgomery
Signature

10/18/2023
Date

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

Electronically approved by Risk Management on 11-9-23.

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

Electronically approved as to form by PAO on 11-8-23.

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

CONTRACT AMENDMENT #1
By and Between
JEFFERSON COUNTY and HOOD CANAL OYSTER COMPANY
For Delivering and Spreading Shell at Discovery Bay

This Amendment #1 is by and between JEFFERSON COUNTY (hereinafter known as "COUNTY" and the HOOD CANAL OYSTER COMPANY (hereinafter known as "HCOO").

WHEREAS, the COUNTY and the HCOO entered into an Agreement on June 26, 2023 for delivering 1,200 bags of clean Pacific oyster shell to the Discovery Bay Olympia oyster habitat enhancement sites; and

WHEREAS, the parties desire to amend the terms of that Agreement; and

WHEREAS, the HCOO did not factor in their total costs to include taxes in the Scope and Payment of Services of the Agreement, and have charged an excess of \$910.80; and

WHEREAS, the Jefferson County Marine Resources Committee overseeing the delivery has available grant funding to pay for the additional \$910.80;

NOW, THEREFORE, IT IS AGREED BETWEEN BOTH PARTIES AS NAMED HEREIN that the Agreement executed on June 26, 2023 is hereby amended as follows:

H. Reimbursements

(1) Total reimbursements for fiscal year January 1, 2023 – December 31, 2023 to Subrecipient by the County under this Agreement shall not exceed \$10,810.80, including any allowable expenses for the services provided under this Agreement without express written amendment signed by both parties to this Agreement.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

APPROVED and signed this _____ day of _____, 2023.

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

SUBRECIPIENT

By: _____
Greg Brotherton, Chair DATE

By: _____

SEAL:

Name: _____

Title: _____

ATTEST:

DATE: _____

Carolyn Galloway DATE
Clerk of the Board

Approved as to form only:

Philip C. Hunsucker DATE
Chief Civil Deputy Prosecuting Attorney

**SUBRECIPIENT AGREEMENT BETWEEN
JEFFERSON COUNTY
AND
HOOD CANAL OYSTER COMPANY**

This Subrecipient Agreement Between Jefferson County and Hood Canal Oyster Company (this Agreement) is made and entered into between Jefferson County (County) and Hood Canal Oyster Company (Subrecipient) for delivering and spreading shell at the Discovery Bay Olympia oyster habitat enhancement sites pursuant to Grant No. OTGP-2023-JeCoWS-00009 (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, 2023 to August 31, 2023.

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 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 January 1, 2023 – December 31, 2023 to Subrecipient by the County under this Agreement shall not exceed \$9,900, 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.
- (3) Work performed between June 1, 2023 and the execution of this Agreement that is consistent with the provisions of this Agreement is hereby ratified.
- (4) 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.
- (5) 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 contractor. 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:

Cathy Hayes, Principal
Hood Canal Oyster Company
9942 Misery Point Rd NW
Seabeck, WA 98380
Office: (360) 830-9039

(SIGNATURES FOLLOW ON THE NEXT PAGE)

ADOPTED THIS 14 day of July, 2023

BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

SUBRECIPIENT

By: Approved Telephonically
Kate Dean, Commissioner DATE

By: [Signature]

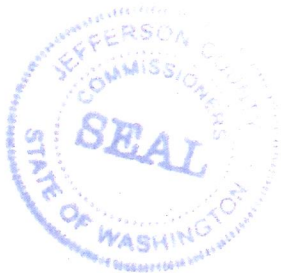
By: [Signature]
Heidi Eisenhour, Commissioner DATE

Name: Jim Hayes

By: [Signature]
Greg Brotherton, Chair DATE

Title: President

SEAL:



DATE: 7-7-23

ATTEST:

[Signature]
Carolyn Galloway DATE
Clerk of the Board

Approved as to form only:

[Signature]
June 21, 2023
Philip C. Hunsucker DATE
Chief Civil Deputy Prosecuting Attorney

APPENDIX A - SCOPE AND PAYMENT OF SERVICES

Project Overview and Deliverables

As part of its Olympia oyster restoration efforts, the Jefferson County Marine Resources Committee (MRC) seeks to deliver and distribute 1,200 bags of clean Pacific oyster (*Magallana gigas*) shell at two of its Olympia oyster habitat enhancement sites (North and South Powerlines sites) in Discovery Bay, WA.

Payment of Services

Item	Rate	Qty	Subtotal
Pacific oyster shell bags	\$6.50/bag	1,200 bags	\$7,800
Boat transportation and deckhand	\$2,100/day	1 day	\$2,100
TOTAL			\$9,900

Deadlines

Invoices may be submitted to the County when work has been completed and approved by the County's Contract Supervisor (Monica Montgomery, MRC Coordinator).

All work must be completed by August 31, 2023.

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: _____

NAME OF SUBRECIPIENT:

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
	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		X
	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		X
	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		X
	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		X
	Subrecipient has provided all written reports required by the Agency Contract and this Subrecipient Agreement as of	X	

DATE	CERTIFICATION ITEM	YES	NO
	the submission of this Compliance and Risk Monitoring Form	X	
	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	X	
	Subrecipient certifies that all of the deliverables and other work required since the last certification have been completed	X	
	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	X	
	Subrecipient agrees to submit to an audit within 30 days of a request from the County or the Agency	X	
	Subrecipient has corrected any deficiencies identified since the last certification	N/A	

Signed at _____

Jim Hayes
SUBRECIPIENT SIGNATURE

7-7-23
DATE

Jim Hayes

WRITTEN NAME OF PERSON SIGNING CERTIFICATION

APPROVED BY THE COUNTY:

[Signature]

COUNTY APPROVAL SIGNATURE

6/26/23

DATE

Jim Bosterman, Ph.D., P.E.

WRITTEN NAME OF PERSON APPROVING CERTIFICATION

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Monica Montgomery, Water Programs Coordinator
Jefferson County Marine Resources Committee and WSU Extension

DATE: June 26, 2023

SUBJECT: Jefferson County Marine Resources Committee Contract with Hood Canal
Oyster Co.

STATEMENT OF ISSUE:

As part of its Olympia oyster restoration efforts, the Jefferson County Marine Resources Committee (MRC) seeks to contract delivery and distribution of 1,200 bags of clean Pacific oyster (*Magallana gigas*) shell at two of its Olympia oyster habitat enhancement sites (North and South Powerlines sites) in Discovery Bay, WA.

ANALYSIS:

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

FISCAL IMPACT:

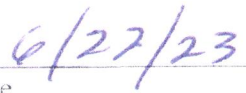
The Jefferson MRC receives state and federal grant funds administered through the Northwest Straits Commission. This contracted work will cost up to \$9,900.

RECOMMENDATION:

Signature for approval.

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Hood Canal Oyster Co.

Contract No: MRC-HCO2023

Contract For: Oyster shell distribution

Term: 6.1.2023-8.30.2023

COUNTY DEPARTMENT:	WSU Jefferson County Extension
Contact Person:	Monica Montgomery
Contact Phone:	360-379-5610 x230
Contact email:	monica.montgomery1@wsu.edu

AMOUNT: 9900.00

Revenue: _____

Expenditure: 9900.00

Matching Funds Required: _____

Sources(s) of Matching Funds: _____

PROCESS:

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

APPROVAL STEPS:

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

CERTIFIED: ☒ N/A: ☐

Signature

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

Date

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

Electronically approved by Risk Management on 6/20/2023.

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

Electronically approved as to form by PAO on 6/21/2023.
County standard sub-recipient agreement language.

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