



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

**TO:** Board of County Commissioners  
Mark McCauley, County Administrator

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

**DATE:** October 3, 2022

**SUBJECT:** Agenda item – PSA with University of Washington for coastal observation; July 1, 2022 to June 1, 2023; \$11,940

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**STATEMENT OF ISSUE:**

Jefferson County Public Health (JCPH), Environmental Health Division, requests Board approval of an agreement re Coastal Observation and Seabird Survey Team (COASST); July 1, 2022 to June 1, 2023; not to exceed \$11,940

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

COASST will enlist youth living along the coast of Jefferson and Clallam counties to conduct environmental research as part of COASST's beached bird survey program. Two high school senior students or recent graduates will adopt a local beach and survey monthly, aided by a local mentor.

**FISCAL IMPACT/COST BENEFIT ANALYSIS:**

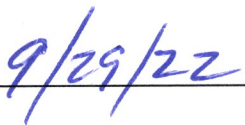
The personal services are funded by a grant from the Washington State Department of Wildlife.

**RECOMMENDATION:**

JCPH management recommends that the BoCC approve the agreement with the University of Washington re COASST; July 1, 2022 to June 1, 2023; \$11,940

**REVIEWED BY:**

  
Mark McCauley, County Administrator

  
Date 9/29/22

## PERSONAL 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 conduct a pilot 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. A team of two, senior-level high school students/recent high school graduates will adopt a local beach and survey monthly, aided by their local mentor. The personal services are funded by a grant from the Washington State Department of Wildlife (DFW) #21-18965.
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, 2022 and continue through June 1, 2023. 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 \$11,940 without express written modification of this Agreement signed by the County.
  - b. Invoices must be submitted by the 15<sup>th</sup> 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 he 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 he 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, material 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. Notwithstanding the 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 hereafter be amended, the Contractor 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. The Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**(SIGNATURES FOLLOW ON THE NEXT PAGE)**

**SIGNATURE PAGE**

**JEFFERSON COUNTY WASHINGTON**

Board of County Commissioners  
Jefferson County, Washington

By: \_\_\_\_\_  
Heidi Eisenhour, Chair Date

By: \_\_\_\_\_  
Kate Dean, Commissioner Date

By: \_\_\_\_\_  
Greg Brotherton, Commissioner Date

SEAL:

ATTEST:

\_\_\_\_\_  
Carolyn Gallaway, Date  
Clerk of the Board

Approved as to form only:

*Philip C. Hunsucker* Sept. 13, 2022 for  
\_\_\_\_\_  
Philip C. Hunsucker, Date  
Chief Civil Deputy Prosecuting Attorney

**UNIVERSITY OF WASHINGTON**

Digitally signed by Jenny  
Le  
Date: 2022.09.22 15:12:20  
-07'00'  
By: *Jenny Le* \_\_\_\_\_  
Signature

Name: Jenny Le

Title: Grant & Contract Analyst

Date: 9/22/2022



### **Exhibit A: Scope of Work**

The University of Washington Coastal Observation and Seabird Survey Team (COASST) will conduct a pilot 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. A team of two, 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.

Task 1: Conduct two approximately 150-hour 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, 2022.
- 1b) Host at least one intern/community training workshop for the COASST survey program. Due: May 1, 2023.
- 1c) Two workshop presentations. Due: May 1, 2023
- 1d) Final report by COASST and all invoicing materials. Due: June 15, 2023

**Exhibit B: Estimated Budget**

| <b>Category</b>                       | <b>Detail</b>                                                                                                       | <b>MRC Request</b> | <b>Totals</b> |
|---------------------------------------|---------------------------------------------------------------------------------------------------------------------|--------------------|---------------|
| Salaries and Benefits or hourly wages | Participant Coordinator Hourly Wages: \$24.00 plus 2% anticipated inflation. Benefits at 22.4%. 80 hours estimated. | \$2,397            | \$8,797       |
|                                       | Intern Stipend: for each of 2 interns (2 @ \$3,200)                                                                 | \$6,400            |               |
| Supplies/Equipment                    | Survey kits (1 @ \$50)                                                                                              | \$50               | \$50          |
| Travel                                | Travel for 3 people from Jefferson County to Seattle (meal, lodging, mileage for 1 vehicle)                         | \$859              |               |
|                                       | Travel for COASST staff from Seattle to coastal community (meal, lodging, mileage for 1 vehicle)                    | \$564              | \$1,422       |
| Contracted services                   |                                                                                                                     |                    | \$0           |
| Indirect Expenses                     | Institutional costs associated with project direct costs above (salaries and benefits, survey kits, and travel)     | \$1,671            | \$1,671       |
| Totals                                |                                                                                                                     | \$11,940           | \$11,940      |