



**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: November 25, 2024

SUBJECT: Agenda Item – Amendment 2 to Interagency Agreement with WA Dept. of Fish and Wildlife (WDFW) to support the North Pacific Coast Marine Resources Committee (NPC MRC) and its projects; July 1, 2023 – June 30, 2025; additional \$1,500 for a total of \$162,000.00

STATEMENT OF ISSUE:

Jefferson County Public Health (JCPH) requests approval of Amendment 2 to the Interagency Agreement with WDFW to support the NPC MRC and its projects; July 1, 2023 – June 30, 2025; additional \$1,500.00

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

This Interagency Agreement funds and supports the administrative capacity for the NPC MRC and provides project funds to implement program benchmarks. The goal of the Coastal MRC program is to understand, steward, and restore the marine and estuarine ecological processes of the Washington coast in support of ecosystem health, sustainable marine resource-based livelihoods, cultural integrity, and coastal communities.

This amendment revises Task 7 of the Statement of Work, providing additional funds for expenses (meals, lodging, transportation costs, speaker fees, etc.) to host the Coastal MRC Summit, held in October, 2024.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

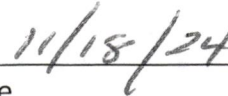
Funding for the NPC MRC is provided by the State General Fund and is administered through the WDFW Coastal MRC Program. There is no impact to the Jefferson County General Fund for this agreement and there are no match requirements.

RECOMMENDATION:

JCPH Management recommends BOCC signature for Amendment 2 to the Interagency Agreement with WDFW to support the NPC MRC and its projects; July 1, 2023 – June 30, 2025; additional \$1,500.00 for a total of \$162,000.00

REVIEWED BY:


Mark McCauley, County Administrator


Date

Community Health
Developmental Disabilities
360-385-9400
360-385-9401 (f)

Environmental Public Health
360-385-9444
(f) 360-379-4487

Always working for a safer and healthier community

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: WA Dept of Fish and Wildlife

Contract No: WQ-23-072-A2

Contract For: North Pacific Coast Marine Resources Committee, Amend 2 Term: 7/1/2023 - 6/30/2025

COUNTY DEPARTMENT: Jefferson County Public Health

Contact Person: Tami Pokorny

Contact Phone: X 498

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

AMOUNT: Additional \$1,500 for a total of \$162,000

Revenue: \$1,500

Expenditure:

Matching Funds Required:

Sources(s) of Matching Funds

Fund #

Munis Org/Obj

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

Nov. 6, 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

Nov. 6, 2024

Date

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

Electronically approved by Risk Management on 11/13/2024.

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

Electronically approved as to form by PAO on 11/8/2024.

Amendment 2 with prior amendment and original agreement attached.

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

TITLE: 23-25 MRC - North Pacific Coast
CONTRACTOR: Jefferson County
AMENDMENT EFFECTIVE DATE: 10/05/2024
AMENDMENT NUMBER: 23-23412
AMENDMENT NUMBER: 2
AMENDMENT VALUE: \$1,500.00
CONTRACT END DATE: 06/30/2025

The above-referenced Contract between the State of Washington, Department of Fish and Wildlife (WDFW); and Jefferson County is hereby amended as follows:

AMEND Agreement Section – E | Compensation/Payment

The Agreement value is increased by \$1,500 for work authorized under this Amendment. This Amendment brings the AWARD allowed under this Agreement to \$162,000.

AMEND Attachment C | Statement of Work

Awards additional funds for Task 7.

Revise the Statement of Work for Task 7

No other changes authorized under this Amendment.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

JEFFERSON COUNTY

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

SIGNATURE AND DATE

SIGNATURE AND DATE

Kate Dean, Chair, Board of County Commissioners

Jeffrey Hugdahl, Contracts & Purchasing Manager

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

JEFFERSON COUNTY:
Approved as to form only:

A handwritten signature in blue ink, appearing to read "M. Hunsucker".

for

11/08/2024

Philip C. Hunsucker, Chief Civil Deputy Prosecuting Attorney

Date

CMS No. 24-26200

Amendment 2

**Attachment C
Statement of Work**

North Pacific Coast Marine Resources Committee

WDFW Contract #23-23412
Contract Period: 07/01/2023 – 06/30/2025
Amendment #2 effective 10/5/2024

Total contract value increased by \$1,500
New contract total \$162,000

In coordination with the WDFW MRC Coordinator, Chris Waldbillig, North Pacific MRC would like to make the following addition to the existing contract.

SUMMARY PROJECT DESCRIPTION

The purpose of this contract is to support the administrative capacity for the North Pacific County Marine Resources Committee (MRC) and provide funds for the MRC to participate in meetings of the Washington Coastal Marine Advisory Council (WCMAC) and fund projects which help achieve the goals of the MRC. The goal of the Coastal MRC Program is to understand, steward, and restore the marine and estuarine ecological processes of the Washington coast in support of ecosystem health, sustainable marine resource-based livelihoods, cultural integrity, and coastal communities. This contract addresses the following program benchmarks: Education and Outreach, Coastal Communities, Marine Habitats, Marine Life, Marine and Freshwater Quality, and Sound Science.

Amendment #2: Under this amendment, the total award will **increase by \$1,500** for a new

total award of **\$162,000**. The cost for Task #7 is increased by \$1,500 to accommodate increased venue, lodging and meal costs.

Contract Award for FY2023 and FY2024: \$162,000

Task 7: Jefferson County – 2024 Coast MRC Summit

This project will provide additional funds for expenses to host the Coastal MRC Summit in western Clallam or Jefferson County in autumn 2024. This will cover meals, lodging, mileage, speaker fees, etc. for attendees and speakers. Fifty to sixty people are anticipated to attend. This task addresses the program benchmark: Coastal Communities and Education and Outreach. **Cost: \$9,500**

Deliverable 7a: Summit agenda, photos. (Due June 30, 2025)

Deliverable 7b: Daily sign in sheets, and documentation for lodging/meal reimbursements. (Due Jan. 30, 2025)

Deliverable 7c: WDFW final report form. (Due June 30, 2025)

Task	Task Title	Original Contract	Amendment 1	Amendment 2	New Contract Total
1	MRC Coordination	\$40,000	\$37,500	0	\$77,500
2	WCMAC Representation		\$0	0	\$0
3	Puget Sound Restoration Fund - Building Capacity for Coastal Dungeness Crab Larval Monitoring and Inclusion in a Region-Wide Collaborative Effort		\$23,156	0	\$23,156
4	National Marine Sanctuary Foundation - Olympic Coast Remotely Operated Vehicle Training and MATE ROV Competition (OC-ROV)		\$20,347	0	\$20,347
5	University of Washington – Dead bird citizen science for youth community members: an internship program with COASST		\$18,033	0	\$18,033
6	Futurewise – Hoh Watershed Adventure		\$13,464	0	\$13,464
7	Jefferson County – 2024 Coast MRC Summit		\$8,000	\$1,500	\$9,500
	TOTAL	\$40,000	\$120,500	\$1,500	\$162,000

**CONTRACT AMENDMENT****TITLE:** 23-25 MRC - North Pacific Coast**AMENDMENT NUMBER:** 23-23412**CONTRACTOR:** Jefferson County**AMENDMENT NUMBER:** 1**AMENDMENT VALUE:** \$120,500.00**AMENDMENT EFFECTIVE DATE:**

01/01/2024

CONTRACT END DATE:

06/30/2025

The above-referenced Contract between the State of Washington, Department of Fish and Wildlife (WDFW); and Jefferson County is hereby amended as follows:

AMEND Agreement Section D | Period of Performance

This Amendment corrects the Contract end date from 07/31/2025 to 06/30/2025.

AMEND Agreement Section – E | Compensation/Payment

The Agreement value is increased by \$120,500 for work authorized under this Amendment. This Amendment brings the AWARD allowed under this Agreement to \$160,500.

AMEND Attachment C | Statement of Work

Awards additional funds for Task 1

Extends the deliverable date for Task 1g from July 15 to July 10 of 2024 and 2025.

Adds new Tasks numbered 2, 3, 4, 5, 6, and 7.

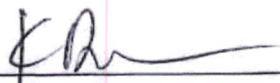
Revises and replaces the Statement of Work in its entirety with the attached document of the same title.

No other changes authorized under this Amendment.

All other terms and conditions of this Contract remain in full force and effect.

THIS AMENDMENT is executed by the persons signing below, who warrant that they have the authority to execute this Amendment.

JEFFERSON COUNTY

 2/26/24

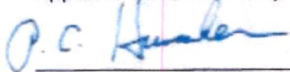
SIGNATURE AND DATE

Kate Dean, Chair, Board of County Commissioners

PRINTED NAME AND TITLE

JEFFERSON COUNTY:

Approved as to form only:



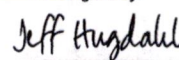
Philip C. Hunsucker, Chief Civil Deputy Prosecuting Attorney

CMS No. 24-24302

WQ-23-072-A1

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

DocuSigned by:



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SIGNATURE AND DATE

2/28/2024 | 7:24 AM PST

Jeffrey Hugdahl, Contracts & Purchasing Manager

PRINTED NAME AND TITLE

February 15, 2024

Date

Amendment 1**Attachment C
Statement of Work****Contract Period: 07/01/2023 – 06/30/2025**

Amendment 1 Award	\$120,500
New Contract Total Value	\$160,500

In coordination with the WDFW MRC Coordinator, Chris Waldbillig, North Pacific MRC would like to make the following addition to the existing contract.

SUMMARY PROJECT DESCRIPTION

The purpose of this contract is to support the administrative capacity for the North Pacific County Marine Resources Committee (MRC) and provide funds for the MRC to participate in meetings of the Washington Coastal Marine Advisory Council (WCMAC) and fund projects which help achieve the goals of the MRC. The goal of the Coastal MRC Program is to understand, steward, and restore the marine and estuarine ecological processes of the Washington coast in support of ecosystem health, sustainable marine resource-based livelihoods, cultural integrity, and coastal communities. This contract addresses the following program benchmarks: Education and Outreach, Coastal Communities, Marine Habitats, Marine Life, Marine and Freshwater Quality, and Sound Science.

Amendment #1: Under this amendment, the total award will increase by \$120,500 for a new total award of \$160,500. The cost for Task #1 is increased by \$37,500 and new tasks numbered two through seven are added.

Total Contract Award for FY2023 and FY2024: \$160,500

The following tasks are required for the completion of this contract:

Operations - Task 1: MRC Coordination

Jefferson County will provide MRC coordinator support for the MRC. This includes planning, organizing, and facilitating meetings, recording and distributing meeting and activity summaries to those interested in the MRC activities. The MRC coordinator will manage tasks of the MRC, assign work to volunteers, and assure timely completion of work and final reports. The MRC coordinator is also responsible for coordinating with WDFW and completing contract deliverables. Additionally, the MRC coordinator will maintain and develop outreach tools to communicate with the MRC and the public regarding activities and accomplishments. **Cost: \$40,000 \$77,500**

Deliverable 1a: Name and contact information for the MRC Coordinator and County Contacts.

Deliverable 1b: FY23 and FY24 project budget and work plan. (Due October 15, 2023 and October 15, 2024)

Deliverable 1c: Annual Report form that includes summary of actions completed in the first quarter, as well as a list of prioritized recommendations for future actions. This information will be included in the annual report to the Legislature. (Due October 15, of each fiscal year)

Deliverable 1d: Submit quarterly progress reports on the Quarterly Report Form describing the progress and barriers for each contract deliverable.

Deliverable 1e: If revised, submit a list of county appointed MRC board members including full name, organization, and MRC seat representation.

Deliverable 1f: As necessary, send WDFW coordinator updates for program website and develop additional outreach tools. (Due as necessary)

Deliverable 1g: Submit a final report that includes recommended products for MRC development, a description of challenges and growth over the past year, and ideas on new ways to utilize the MRC to implement the Coastal MRC Program Priorities. (Due July 10, 2024 and July 10, 2025)

Projects - Task 2: Washington Coastal Marine Advisory Council Representation

The MRC will designate a representative or alternate to attend the regular Washington Coastal Marine Advisory Council (WCMAC) meetings. The designee will represent the MRC's interests and perspectives on behalf of the entire MRC membership, share updates on local issues and activities, learn about regional and state agency activities, coordinate on shared interests, and then report key items back to the MRC. This task addresses the program benchmarks: Education and Outreach and Coastal Communities. **Cost: \$0**

Deliverable 2a: A summary describing the MRC's WCMAC participation and representation at each meeting. (Due June 30, 2024 and June 30, 2025)

Task 3: Puget Sound Restoration Fund - Building Capacity for Coastal Dungeness Crab Larval Monitoring and Inclusion in a Region-Wide Collaborative Effort

Puget Sound Restoration Fund will establish a robust system and network for collecting larval Dungeness crab population data along the outer coast of Washington State in order to identify and close critical knowledge gaps and to support sustainable fisheries management for Dungeness crab. Data on larval crab abundance provides a baseline for future coastal harvest forecasts, supports comparative analyses between coastal and inland larval populations, and highlights potential connections between subpopulations. This project will develop site-specific sampling strategies and plans, finalize light trap design, purchase trapping and sampling materials, refine sampling protocols and provide outreach to partners and the interested public to help ensure a fully standardized, ongoing coastal data stream. This project addresses the Coastal MRC Program benchmarks for Marine Life, Sound Science, Education and Outreach, and Coastal Communities. **Cost: \$23,156**

Deliverable 3a: Updated Puget Sound Restoration Fund website (pnwcrab.com website) including light trap construction guide, sampling protocol and instructional video (Due June 30, 2025)

Deliverable 3b: WDFW final report form. (Due June 30, 2025)

Task 4: National Marine Sanctuary Foundation - Olympic Coast Remotely Operated Vehicle Training and MATE ROV Competition (OC-ROV)

Coordinate and implement Marine Advanced Technology and Education (MATE) Olympic Coast Remotely Operated Vehicle (ROV) Competitions in Forks in 2024 and 2025. This will be accomplished by identifying and training mentors, hosting two student workshops for approximately 75 students each, supporting program operations, reimbursing costs for pool rental, ROV components and supplies, event insurance, room rental at the Olympic Natural Resources Center for mentor workshop, annual student workshops, food and beverages at competitions, travel costs, teacher stipends and trophies. This project addresses the Coastal MRC Program benchmark for Coastal Communities. **Cost: \$20,347**

Deliverable 4a: Dates of workshops and events and sign-in sheets or rosters (Due June 30, 2025)

Deliverable 4b: WDFW final report form. (Due June 30, 2025)

Task 5: University of Washington – Dead bird citizen science for youth community members: an internship program with COASST

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 to support student aspirations in STEM fields. This task addresses the program benchmarks: Sound Science and Education and Outreach. **Cost: \$18,033**

Deliverable 5a: Names of four mentors and interns. (Due June 30, 2025)

Deliverable 5b: Project presentation by COASST to the NPC MRC summarizing results of the project (Due June 30, 2025)

Deliverable 5c: WDFW final report form. (Due June 30, 2025)

Task 6: Futurewise – Hoh Watershed Adventure

Futurewise, in partnership with Hoh Tribe Natural Resources Department, will design and implement a Hoh Watershed Adventure camp for tribal members to occur between the summer of 2024 and the spring of 2025. Activities will include rafting training and river restoration education for adult tribal members separate from the camp event. During the adventure camp, participants will explore coastal environments through hiking, overnight camping, data collection, edible plant identification and preparation, experiences in Hoh and Quileute cultural traditions and language, instruction on protected treaty rights and restoring healthy ecosystems, and a community dinner. Activities that will be funded by the NPC MRC will primarily take place in the lower Hoh River from the launch point at Cottonwood Campground and the coastal environment at the mouth of the Hoh River on the Hoh reservation, at Oil City, and the intertidal environment there. This task addresses the program benchmarks: Coastal Communities and Education and Outreach.

Cost: \$13,464**Deliverable 6a:** List of camp participants and program agenda. (Due June 30, 2025)**Deliverable 6b:** Project presentation by Futurewise to the NPC MRC summarizing results of the project (Due June 30, 2025)**Deliverable 6c:** WDFW final report form. (Due June 30, 2025)**Task 7: Jefferson County – Coast MRC Summit**

This project will provide additional funds for expenses to host the Coastal MRC Summit in western Clallam or Jefferson County in autumn 2024. This will cover meals, lodging, mileage, speaker fees, etc. for attendees and speakers. Fifty to sixty people are anticipated to attend. This task addresses the program benchmark: Coastal Communities and Education and Outreach.

Cost: \$8,000**Deliverable 7a:** Summit agenda, photos. (Due June 30, 2025)**Deliverable 7b:** Daily sign in sheets, and documentation for lodging/meal reimbursements. (Due Jan. 30, 2025)**Deliverable 7b:** WDFW final report form. (Due June 30, 2025)

Task	Task Title	Original Contract	Amendment 1	New Contract Total
1	MRC Coordination	\$40,000	\$37,500	\$77,500
2	WCMAC Representation		\$0	\$0
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6	Futurewise – Hoh Watershed Adventure		\$13,464	\$13,464
7	Jefferson County – Coast MRC Summit		\$8,000	\$8,000
	Total	\$40,000	\$120,500	\$160,500



INTERAGENCY AGREEMENT

TITLE: 23-25 MRC - North Pacific Coast **WDFW NUMBER:** 23-23412
CONTRACTOR: Jefferson County **CONTRACT PERIOD:** 07/01/2023 to 07/31/2025
TYPE: Payable / Goods and Services / Interlocal **CONTRACT VALUE:** \$40,000.00

A. PARTIES TO THIS CONTRACT

This Contract is entered into between the Washington State Department of Fish and Wildlife (WDFW), 600 Capitol Way North, Olympia, WA 98501-1091; and Jefferson County (Contractor), PO Box 1220, Port Townsend, WA 98368; and shall be binding upon the agents and all persons acting by or through the parties.

B. PURPOSE OF CONTRACT

This contract sets out the terms and conditions by which the Contractor shall provide goods and/or services to WDFW.

C. DESCRIPTION OF PROJECT

The Contractor shall perform the project as described in Attachments, which are incorporated herein by this reference:

Attachment A - General Terms and Conditions

Attachment B - Contract/Project Summary

Attachment C - Statement of Work

D. PERIOD OF PERFORMANCE

The performance period under this Contract shall commence on 07/01/2023 and terminate on 07/31/2025. No expenditures made before or after this period are eligible for reimbursement unless incorporated by written amendment into this Contract. The Contract may be terminated, or the performance period extended pursuant to terms set forth in Attachment A.

E. COMPENSATION / PAYMENT

The total dollars provided by WDFW for this project shall not exceed \$40,000.00. The Contractor shall be responsible for all project costs exceeding this amount. Only eligible reimbursement activities that are in direct support of the project deliverables identified in this Contract will be reimbursed. Any additional services provided by the Contractor must have prior written approval of WDFW.

Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the Project Manager by the Contractor not more often than monthly. The invoices shall describe and document to WDFW's satisfaction a description of work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to.

Payment shall be considered timely if made by WDFW within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor. WDFW may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for the services rendered if the Contractor fails to satisfactorily comply with any term or conditions of this contract.

F. RIGHTS AND OBLIGATIONS

All rights and obligations of the parties of this Contract are subject to this Contract, including the Attachments, which are incorporated herein by this reference. By signing this Contract, the Contractor acknowledges that they have read, fully understand, and agree to be bound by all terms and conditions set forth in this Contract.

G. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND WDFW POLICIES

The Contractor shall comply with, all applicable state, federal, and local laws, and regulations, including published WDFW policies, while performing under this Contract

H. ORDER OF PRECEDENCE

In the event of an inconsistency in this contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

Applicable Federal and State of Washington statutes and regulations.

Special Terms and Conditions as contained in this basic contract instrument.

Attachment A - General Terms and Conditions.

Any other provision, term or material incorporated herein by reference or otherwise incorporated.

I. CONTRACT REPRESENTATIVES

The below named representatives for each of the parties shall be the contact people for all communications and billings regarding the performance of this Contract. All written communications regarding this Contract shall be sent to the designated representatives at the addresses below unless notified in writing of any change.

Contractor's Representative

Tami Pokorny
Jefferson County Water Quality and Environmental Health
615 Sheridan Street
Port Townsend WA 98368
379-4498
tpokorny@co.jefferson.wa.us

WDFW's Representative

Chris Waldbillig
1111 Washington St. SE
Olympia, WA 98501
(360) 480-8128
chris.waldbillig@dfw.wa.gov

J. ENTIRE CONTRACT

This Contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this Contract shall exist or bind any of the parties.

K. APPROVAL

This contract shall be subject to the written approval of WDFW'S authorized representative and shall not be binding until so approved. This Contract may be altered, amended, or waived only by a written amendment executed by both parties.

IN WITNESS WHERE, WDFW and the Contractor have signed this contract.

JEFFERSON COUNTY

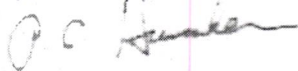

SIGNATURE AND DATE

10/23/23

Greg Brotherton, Chair, Board of County Commissioners

PRINTED NAME AND TITLE

Approved as to Form:



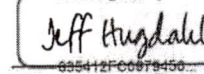
October 12, 2023

Philip C. Hunsucker
Chief Civil Deputy Prosecuting Attorney

Date

WASHINGTON DEPARTMENT OF FISH AND
WILDLIFE

DocuSigned by:



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SIGNATURE AND DATE

11/6/2023 | 11:00 AM PST

Jeffrey Hugdahl, Contracts and Purchasing Manager

PRINTED NAME AND TITLE

Attachment A -

GENERAL TERMS AND CONDITIONS
Interagency Agreements

DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" or "WDFW" shall mean the **Department of Fish and Wildlife** of the State of Washington, any division, section, office, unit or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CONTRACTOR" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract and shall include all employees of the CONTRACTOR.
- D. "RCW" shall mean the Revised Code of Washington. All references in the contract to RCW chapters or sections shall include any successor, amended or replacement statutes.
- E. "SUBCONTRACTOR" shall mean one not in the employment of the CONTRACTOR, who is performing all or part of those services under this contract under a separate contract with the CONTRACTOR. The terms "SUBCONTRACTOR" and "SUBCONTRACTORS" means SUBCONTRACTOR(s) in any tier.

ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The CONTRACTOR must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of

employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT

Neither this contract, nor any claim arising under this contract, shall be transferred, or assigned by the CONTRACTOR without prior written consent of the AGENCY.

CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The CONTRACTOR shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

DISALLOWED COSTS

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

DISPUTES

In the event that a dispute arises under this contract, it shall be determined by a Dispute Board in the following manner: Each party to this contract shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process and if applicable, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

DUPLICATE PAYMENT

The AGENCY shall not pay the CONTRACTOR, if the CONTRACTOR has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

ENTIRE AGREEMENT

This contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this

contract shall be deemed to exist or to bind any of the parties hereto.

EQUIPMENT MANAGEMENT

For the purposes of this contract, "Inventoriable Equipment" shall mean a tangible asset which has a service life of more than one year and with a unit cost of \$5,000 or greater; and tangible assets with a unit cost of more than \$300 that the AGENCY considers "small and attractive," such as engines, chain saws, communications equipment, global position systems, optical devices, cameras, microcomputer and related systems, and video equipment; and firearms, boats and motorized vehicles of any value.

If the CONTRACTOR uses contract funds to purchase Inventoriable Equipment, title to that Inventoriable Equipment shall be held by the AGENCY unless otherwise specified in this contract. The AGENCY's Inventoriable Equipment provided to the CONTRACTOR shall be used only for the performance of this contract. Title to the AGENCY's Inventoriable Equipment shall remain with the AGENCY.

The CONTRACTOR shall take reasonable steps to account for and protect Inventoriable Equipment from loss or damage; report to the AGENCY any loss or damage of such property; and take reasonable steps to protect such property from further damage. The CONTRACTOR shall surrender to the AGENCY all Inventoriable Equipment either provided by the AGENCY or purchased with contract funds upon the completion or termination of this contract.

FINAL INVOICE

The CONTRACTOR shall submit the final invoice not later than 60 calendar days from the end of the contract period.

GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

HOLD HARMLESS

Each party to this contract will be assigned and assume responsibility for any damages to third parties that are attributable to the negligent acts or omissions of the individual party. Both parties agree, to the extent permitted by law, to defend, protect, save, and hold harmless the other party, its officers, agents, and employees from any and all claims, costs, damages, and expenses suffered due to each party's own actions

or those of its agents or employees in the performance of this contract.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this contract shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

NONDISCRIMINATION

During the performance of this contract, both parties shall comply with all federal and state nondiscrimination laws, regulations, and policies. In the event of the CONTRACTOR'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the AGENCY. The CONTRACTOR shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

PREVAILING WAGE

If any work performed by subcontractors is subject to Chapter 39.12 of the Revised Code of Washington, the CONTRACTOR shall ensure that its subcontractors pay the prevailing rate of wages to all subcontractor workers, laborers, or mechanics in the performance of any part of the work described in the contract in accordance with state law and Department of Labor and Industries rules and regulations.

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this contract will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this contract to the other party, will remain the property of the furnishing party, unless

otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHT OF INSPECTION

The CONTRACTOR shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the AGENCY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination" clause, without the thirty-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SUBCONTRACTING

Neither the CONTRACTOR nor any SUBCONTRACTOR shall enter into subcontracts for

any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the CONTRACTOR to the AGENCY for any breach in the performance of the CONTRACTOR'S duties. This clause does not include contracts of employment between the CONTRACTOR and personnel assigned to work under this contract.

Additionally, the CONTRACTOR is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this contract are carried forward to any subcontracts. CONTRACTOR and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

TERMINATION

Either party may terminate this contract upon 30-days' prior written notification to the other party. If this contract is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this contract prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this contract, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15-working days. If failure or violation is not corrected, this contract may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER

Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by authorized representative of the AGENCY.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 3/20/2015

**Attachment B -
CONTRACT/PROJECT SUMMARY**

TITLE: 23-25 MRC - North Pacific Coast	WDFW CONTRACT NUMBER: 23-23412		
PERIOD: 07/01/2023 to 07/31/2025 CONTRACTOR: Jefferson County CONTRACTOR CONTACT: Tami Pokorny (360) 379-4498 CONTRACT TYPE: Payable / Goods and Services / Interlocal	WDFW MANAGER: Chris Waldbillig (360) 874-7258		
SUMMARY CONTRACT DESCRIPTION: Jefferson County will provide MRC coordinator support for the MRC in partnership with Clallam County. This includes planning, organizing, and facilitating meetings, recording and distributing meeting and activity summaries to those interested in MRC activities. The MRC coordinator will manage tasks of the MRC, assign work to volunteers, and assure timely completion of work and final reports. The MRC coordinator is also responsible for coordinating with WDFW and completing contract deliverables. Additionally, the MRC coordinator will maintain and develop outreach tools to communicate with the MRC and the public regarding activities and accomplishments.			
Master Index Number(s): 37218			
CFDA Number	Award Year	Award Number	Research & Development?
Not Applicable-----	-----	-----	-----

Attachment C
Statement of Work

2023-2025 MRC – North Pacific Coast
Jefferson County

Contract Term 07/01/2023 to 06/30/2025

Contractor Jefferson County

Contractor Contact Tami Pokorny
Jefferson County Public Health
615 Sheridan Street
Port Townsend, WA 98368
tpokorny@co.jefferson.wa.us

WDFW Contact Chris Waldbillig
1111 Washington St. SE
Olympia, WA 98501
(360) 480-8128
chris.waldbillig@dfw.wa.gov

Task 1: MRC Coordination

Amount \$40,000

Jefferson County will provide MRC coordinator support for the MRC in partnership with Clallam County. This includes planning, organizing, and facilitating meetings, recording and distributing meeting and activity summaries to those interested in MRC activities. The MRC coordinator will manage tasks of the MRC, assign work to volunteers, and assure timely completion of work and final reports. The MRC coordinator is also responsible for coordinating with WDFW and completing contract deliverables. Additionally, the MRC coordinator will maintain and develop outreach tools to communicate with the MRC and the public regarding activities and accomplishments.

Cost: \$40,000

Deliverable 1a: Name and contact information for the MRC Coordinator and County Contacts.

Deliverable 1b: FY23 and FY24 project budget and work plan. (Due October 15, 2024, and October 15, 2025)

Deliverable 1c: Annual Report form that includes summary of actions completed in the first quarter, as well as a list of prioritized recommendations for future actions. This information will be included in the annual report to the Legislature. (Due October 15, of each fiscal year)

Deliverable 1d: Submit quarterly progress reports on the Quarterly Report Form describing the progress and barriers for each contract deliverable.

Deliverable 1e: If revised, submit a list of county appointed MRC board members including full name, organization and MRC seat representation.

Deliverable 1f: As necessary, send WDFW coordinator updates for program website and develop additional outreach tools. (Due as necessary)

Deliverable 1g: A final report that includes prioritized recommendations for future actions and products for MRC development, a description of challenges and growth over the past year, and ideas on new ways to utilize the MRC to implement the Coastal MRC Program Priorities. (Due July 15, 2024 and July 15, 2025)

Table 1. Budget (as projects are scored and ranked an amendment will be submitted in the future)

Task	Title	Budget
1	MRC Coordination	\$40,000