



JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368
www.jeffersoncountypublichealth.org

May 21, 2010

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director
Tami Pokorny, Environmental Health Specialist

DATE:

SUBJECT: Agenda Item – Interlocal Agreement – PUD No. 1 for WRIA 17 Watershed Water Availability, Supply and Demand Assessment; January 1, 2010 – June 30, 2010; \$30,860

STATEMENT OF ISSUE:

Jefferson County Public Health, Water Quality Division, is requesting Board approval of the Interlocal Agreement – PUD No. 1 for WRIA 17 Watershed Water Availability, Supply and Demand Assessment; January 1, 2010 – June 30, 2010; \$30,860.

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

This agreement with Jefferson County Public Utility District No. 1 PUD is for the development of a multi staged assessment of current and future water demand in Water Resource Inventory Area (WRIA) 17 and an evaluation of water supply alternatives for meeting these demands. The PUD is contracting with Golder Associates to develop the assessment, an approved project of the WRIA 17 Planning Unit.

The assessment will include a re-evaluation of current water use and water demand projections by type of activity in each individual sub basin, an evaluation of strategies that includes a benefit analysis for meeting identified water needs, and development of a work plan for data collection for implementation of recommended proposals.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

The amount needed to complete this phase of work is \$30,860. The funds for this contract are being provided by WRIA 17 Watershed Implementation Phase 4 Grant NO. G0700097 from the Department of Ecology and in-kind match.

COMMUNITY HEALTH
DEVELOPMENTAL DISABILITIES
MAIN: (360) 385-9400
FAX: (360) 385-9401

PUBLIC HEALTH
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ENVIRONMENTAL HEALTH
WATER QUALITY
MAIN: (360) 385-9444
FAX: (360) 379-4487

RECOMMENDATION:

JCPH management request approval of the Interlocal Agreement – PUD No. 1 for WRIA 17 Watershed Water Availability, Supply and Demand Assessment; January 1, 2010 – June 30, 2010; \$30,860.

REVIEWED BY:



Philip Morley, County Administrator

5/28/10

Date

(Routed to all Public Health Managers)

**INTERLOCAL AGREEMENT
For Professional Services
Between
Jefferson County Public Utility District #1
And
Jefferson County**

Whereas, This Contract for Professional Services is entered into between Jefferson County, herein referred to as the "County" and the Public Utility District No. 1 of Jefferson County, herein referred to as the "PUD".

Whereas, the County, as a local government and political subdivision of the State of Washington under Title 36 RCW, and PUD, also as a local government and political subdivision of the State of Washington under Title 36 RCW, are authorized to enter into this Interlocal Agreement,

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

Section 1: PURPOSE:

THIS AGREEMENT is made and entered into to provide for the PUD to develop a multi staged assessment of current and future water demand in Water Resource Inventory Area (WRIA) 17 and an evaluation of water supply alternatives for meeting these demands. Objectives include a re-evaluation of current water use and water demand projections by type of activity in each individual sub basin, an evaluation of strategies that includes a benefit analysis for meeting identified water needs, and development of a work plan for data collection for implementation of recommended proposals. Data collected may also be used for evaluating the success of conservation programs being implemented, assist the state in making water resource management decisions, assisting systems in making water resource management decisions, and identify potential future initiatives in water conservation. Strategies should address present and future needs in a manner consistent with other relevant plans and local, state and federal laws, including applicable land use plans.

Section 2: TERMS

This Agreement shall commence on January 1, 2010 and continue through June 30, 2010, unless terminated as provided herein. The agreement may be extended beyond June 30, 2010 upon mutual written consent of the County and the PUD.

Section 3: SCOPE OF AGREEMENT:

The first task will be to update the 2000 WRIA-17 Stage 1 Technical Assessment demand and needs assessment by individual sub basin. Objectives include a reevaluation of current water use and water demand projections by type of activity in each individual sub basin, an evaluation of strategies that includes a benefit analysis for meeting identified water needs, and development of

a work plan for data collection for implementation of recommended proposals. Data collected may also be used for evaluating the success of conservation programs being implemented, assist the state in making water resource management decisions, assisting systems in making water resource management decisions, and identify potential future initiatives in water conservation. Strategies should address present and future needs in a manner consistent with other relevant plans and local, state and federal laws, including applicable land use plans. A technical report will be generated.

The full scope of work is in Attachment A

A. Contract Representatives:

JCPH and the PUD will each have a contract representative who will have responsibility to administer the contract for that party. A party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

JCPH Contract Representative

Tami Pokorny
Water Quality Division
Jefferson County Public Health
615 Sheridan St.
Port Townsend, WA 98368
(360) 385-9411

PUD's Contract Representative

Bill Graham,
Water Resource Asset Manager
Jefferson County PUD #1
230 Chimacum Road
Port Hadlock, WA 98339
(360) 385-5800 – ext 302

Section 4: COMPENSATION:

The PUD will be reimbursed quarterly for all work performed under the terms of this contract. The total amount payable under this Contract by the County to the PUD, for 2010 state fiscal year (July 2009- June 2010), shall not exceed \$30,860 in the completion of this project without express written amendment signed by both parties to this Agreement.

- A. PUD shall submit invoices to JCPH, 615 Sheridan St., Port Townsend, WA 98368 once a quarter for payment of work actually completed to date.

- B. The PUD may submit vouchers to the County for work completed to date. The County will review such vouchers, and upon approval thereof, payment will be made to the PUD in the amount approved within 30 days of receipt of billing.
- C. The County will make final payment of any balance due the PUD promptly upon determining that i) the PUD has completed its obligations under this Agreement and ii) the County can and does accept the work performed by the PUD.
- D. PUD 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.

Section 5: INDEMNIFICATION:

The PUD shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, lawsuits, demands for money damages, losses or liability, or any portion thereof, including attorney's fees and costs, arising from any injury to person or persons (including the death or injury of the PUD or damage to personal property) if said injury or damage was caused by the negligent acts or omissions of the PUD.

Section 6: INSURANCE:

The PUD shall obtain and keep in force during the terms of this Agreement, or as otherwise required:

- A. Commercial Automobile Liability 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 \$300,000 each occurrence. PUD shall provide proof of insurance to the County c/o Contracts Manager at Jefferson County Public Health, 615 Sheridan St. Port Townsend, WA 98368 prior to commencing employment.
- B. Professional Liability Insurance providing \$2,000,000 per incident; \$4,000,000 aggregate. PUD shall name Jefferson County Public Health as additional insured.
- C. All employees of the PUD who are required to be professionally licensed or certified by the State in the performance of services under this agreement shall maintain individual professional 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.
- D. The PUD shall participate in the Worker's Compensation and Employer's Liability Insurance Program as required by the State of Washington.

Section 6: OWNERSHIP AND USE OF DOCUMENTS

The PUD acknowledges and agrees that any and all work product directly connected and/or associated with the services rendered hereunder, including but not limited to all documents,

drawings, specifications, writings, samples, reports, pictures and the like which the PUD drafts, makes, conceives, develops in the performance of the service hereunder, either solely and/or jointly with the County shall be the sole and exclusive property of the County. The County will grant shared use of said materials. The PUD further acknowledges that such material shall be considered work for hire and the PUD acknowledges the County's sole and exclusive right to such copyright, patent, trademarks, trade names and other intellectual property right claims for said materials except in the case of shared use as stated above. Other materials produced by the PUD in connection with the services rendered under this agreement shall be the property of the County whether the projects for which they are made are executed or not. The PUD shall be permitted to retain copies, including reproducible copies, of drawings, writings, samples, reports, and specifications for information, reference, and use in connection with PUD endeavors. Each party may, with no further permission required from the other party, publish to the web, disclose, distribute, reproduce, or otherwise copy or use, in whole or in part, such items produced during the course of the Project.

Section 7: **INDEPENDENCE**

The PUD and the County agree that the PUD is an independent agency with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. The PUD shall not be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. 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 employee.

Section 8: **REPORTING**

The PUD will provide a report to the County per the Ecology agreement by June 30th, 2009. Additionally the PUD will provide a brief summary of work performed with each quarterly bill. The monthly report shall contain a brief summary of the work performed, relationship to the tasks identified in **Exhibit A**. The quarterly report and billing shall be submitted to Jefferson County Public Health in care of the Neil Harrington, Water Quality Program Manager, 615 Sheridan, Port Townsend, and WA 98368 for payment by the 15th of the month after the close of the preceding quarter.

Section 9: **ASSIGNMENTS AND SUBCONTRACTING**

The PUD shall not sublet or assign any of the services covered by this agreement without the express written consent of the County.

Section 10: **TERMINATION**

The County reserves the right to terminate this contract in whole or in part, without prior written 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.

A. This agreement may also be terminated as provided below:

1. With ten (10) days notice by the Board of County Commissioners for any reason, or
2. With ten (10) days notice by the Board of County Commissioners for non-performance of the specific job duties in **Exhibit A**.
3. With ten (10) days notice by the PUD by voluntary resignation.

Section 11: **MODIFICATION**

This employment agreement may be modified at any time by written agreement of all parties.

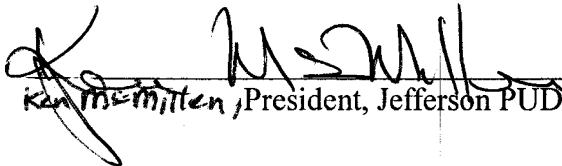
Section 12: **INTEGRATED AGREEMENT**

This Agreement together with attachments or addenda represents the entire and integrated agreement between the County and the PUD and supersedes all prior negotiations, representations, or agreements written or oral between the parties. This agreement may be amended only by written instrument signed by both County and PUD.

Approved this _____ day of _____, 2010.

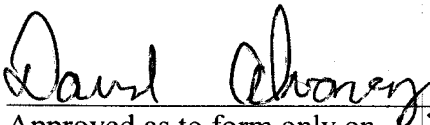
BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

David Sullivan, Chairperson


Ken McMillen, President, Jefferson PUD#1 Board of Commissioners

ATTEST:

Deputy/Clerk of the Board
Erin Lundgren


Approved as to form only on JUNE 1, 2010

By Deputy Prosecuting Attorney David Alvarez

Attachment A: Scope of Work

Task 1: Water Availability, Supply and Demand Assessment

Project Description:

The project is a multi staged assessment of current and future water demand in WRIA-17 and an evaluation of water supply alternatives for meeting these demands. The first task will be to update the 2000 WRIA-17 Stage 1 Technical Assessment demand and needs assessment by individual sub basin.

Project Objectives:

Objectives include a reevaluation of current water use and water demand projections by type of activity in each individual sub basin, an evaluation of strategies that includes a benefit analysis for meeting identified water needs, and development of a work plan for data collection for implementation of recommended proposals. Data collected may also be used for evaluating the success of conservation programs being implemented, assist the state in making water resource management decisions, assisting systems in making water resource management decisions, and identify potential future initiatives in water conservation. Strategies should address present and future needs in a manner consistent with other relevant plans and local, state and federal laws, including applicable land use plans.

Task 1.1 Project Management

Jefferson County PUD #1 will be responsible for securing a consultant and working with that consultant to develop the assessment. This will include developing a request for proposals with Planning Unit input and securing a consultant in a competitive bid process.

Deliverable: Copy of the Request for Proposals and a copy of the Contract with the Consultant.

Due Date: February 28, 2010

Original Cost FY 10: \$ 1,000
Additional Cost FY 10: \$ 1,000
Total Cost: FY 10: \$ 2,000

Task 1.2 – Public Water Systems Description and Analysis

We propose to develop a questionnaire (possibly a fill in the blank spreadsheet) and transmit it to each of the water systems to obtain this information. This questionnaire will include questions about existing water use and anticipated future demand for water and inchoate water rights. We would perform one set of follow-up calls or emails, and input the received responses into a table

format. Our task assumes that the Planning Unit provides us a list of email addresses for each water system. Our scope also limits this task to a maximum of 30 water systems.

Deliverables: Present results in the following Tables:

Table – Public Water System Description and Analysis.

Due Date: April 15, 2010

Estimated Cost = \$3,000

Task 1.3 – Current Population, Water Connections, Water Use

Under this task, the 2000 population will be estimated by combining U.S Census block data (TIGER) for Jefferson County and clipping to the WRIA. 2009 population will be estimated by interpolation using WOFM growth rates.

Total service connections for public water systems (PWS) will be taken from the questionnaire and DOH data sources and self supplied permit exempt wells will be estimated. Self supplied residents will be estimated from well logs and/or population. Per capita water use estimates from USGS or the PU and average household population will be used to convert wells/population to water use for unmetered, self supplied. Current water use will be tabulated by subbasin and divided into self supplied and PWS. Current PWS use will be broken down as follows: residential, nonresidential, and agriculture (if any). An effort will be made to better define “agriculture” (e.g. traditional versus “hobby farms”). Self supplied will be broken down by residential and agricultural. Self supplied non-residential use will be assumed to be residential in this analysis, unless these parcels are identified to us by the Planning Unit. Current agricultural land use would be identified by overlaying aerial photographs and Open Space-Agricultural zoning designation. Irrigation applied to the identified lands would be estimated from the Washington Irrigation Guide (WIG).

Deliverables: Present results in the following Table and Figure:

Table – Current Estimated Water Use

Figure – WRIA 17 2009 Water Use (with PWS area boundaries)

Due Date: April 30, 2010

Original	FY 10 Cost - \$ 4,800
Additional	FY 10 Cost- \$ 1,000
Total	FY 10 Cost \$ 5,800

Task 1.4 – Projected Land Use, Future Population, and Water Demand (language updated)

We propose to estimate future water use in 2015 (6 years from present) and 2031 (21 years from present) by relating water use to population growth. Population growth would be defined by

OFM and water use growth would be defined by current water use estimate and full build out water use. The following steps would be followed to accomplish this:

- **Define population growth curve** -Using local planning agency/OFM data determine 6 and 20 year population
- **Estimate water use at full build out**
 - Determine average water use per ERU. Use per capita average water use from USGS (Lane , 2000) or Level 1 Basin Assessment (this will be done in Task 1)
 - Assign ERUs to zoning classes with PU input. Table 5 of the WRIA 16 report presents an example of this.
 - Use GIS to sum water use for each zoning category and determine full build out water use.
- **Estimate population that corresponds to full build out** and, using OFM growth rate estimate, determine year full build-out is reached.
- **Correlate population growth curve with water use growth curve to estimate water use at 6 and 20 years**

Inherent in this method is the assumption that the increase in water use is proportional to population growth (i.e. no big industrial water uses occur in the future that are disproportionate to population growth).

Deliverables: Present results in the following Tables and Figures:

Table – Current, 6 and 20 year Population and Water Use by Subbasin (may be combined with Table 1 depending on final layout)

Figure – Supply trends over time – a time lapse of GIS images showing surplus supply trends based on demand from 2016 to 2030 for WRIA 17.

Figure – Pie charts of distribution of use categories by sub-basin.

Figure – Map of relative consumptive use per sub-basin (as a measure of impact).

Due Date: June 2, 2010

Original Cost FY 10-\$ 5,300

Additional FY 10 \$ 7,860

Total FY 10 \$ 13,160

Task 1.5 – Reporting

A technical report will be prepared documenting the methodology and presenting results. An electronic draft technical report will be submitted for review by the Planning Unit. One set of compiled comments on the draft report will be addressed and an electronic version of the final technical report will be transmitted.

Deliverable: Final Draft of the Technical Report including all the figures and tables referred to above

Due Date: June 30, 2010

Estimated Cost = \$6,900

Original Cost FY 10 Task-\$ 21,000

Additional FY 10 Cost-\$ 9,860

Total FY 10 Cost- \$ 30,860

Due Date: June 30, 2010