



JEFFERSON COUNTY PUBLIC HEALTH

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October 7, 2010

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: December 6, 2010

SUBJECT: Agenda Item – Contract Agreement – Clallam Conservation District;
October 1, 2010 – September 30, 2014; \$143,550

STATEMENT OF ISSUE:

Jefferson County Public Health, Environmental Health, is requesting Board approval of the Contract Agreement – Clallam Conservation District to develop and/or update farm conservation plans; October 1, 2010 – September 30, 2014; \$143,550

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

This is an agreement between Jefferson County and the Clallam Conservation District (CCD) for work that will be done under the Clean Water District Activities project funded by the EPA Grant #PO-00J10001-1. CCD is identified as a partner in the Clean Water District activities project. Clallam Conservation District will be working with land owners to develop and/or update farm management plans and install best management practices (BMPs) to manage waste products and safeguard water ways. CCD will be reporting on their outreach efforts, the plans and BMP's that are planned and/or completed and identify the protected or improved waterways.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This contract is funded by the EPA Grant #PO-00J10001-1. The contractor will provide \$35,620 in matching funds to support these activities.

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RECOMMENDATION:

JCPH management request approval of the Contract Agreement – Clallam Conservation District to develop and/or update farm conservation plans; October 1, 2010 – September 30, 2014; \$143,550

REVIEWED BY:


Philip Morley, County Administrator

10/13/10
Date

(Routed to all Public Health Managers)

CONTRACT AGREEMENT

**Between
Clallam Conservation District
And
Jefferson County**

THIS AGREEMENT is entered into between the County of Jefferson, a municipal corporation hereinafter referred to as "the County", and the Clallam Conservation District, hereinafter referred to as "the Contractor", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. Contractor agrees to perform the services, identified on **Exhibit "A", Statement of Work**, attached hereto, including the provision of all labor, materials, equipment and supplies.
2. Scope of Services. Develop and/or update farm conservation plans: the Contractor will, in furtherance of Exhibit "A," Statement of Work, work with landowners within the Sequim-Dungeness Clean Water District requesting a new or updated conservation plan for their farms. The Contractor will work with landowners to develop and implement BMPs that improve and/or protect water quality on their farms in the first three years of the project. All BMPs will be designed and installed according to the Natural Resources Conservation Service (NRCS) standards and specifications.
3. Time for Performance. This Agreement shall commence on October 1, 2010 and continues through September 30, 2014 unless terminated as provided herein. The agreement may be extended beyond September 30, 2014 upon mutual written consent of the County and the Contractor.
4. Payment. The Contractor shall be paid by the County for completed work and for services rendered under this agreement as follows:
5. Payment for the work provided by the Contractor shall not exceed \$107,930 without express written modification of the agreement signed by the County. The Contractor will provide match funding at 33% to support activities. This is projected to be a maximum of \$35,620. Total project expense shall not exceed \$143,550.
6. The Contractor may submit invoices to the County once per month, but not less than quarterly, during the progress of the work for work completed to date. Such invoices will be checked by the County, and upon approval thereof, payment will be made to the Contractor in the amount approved. Estimates of the deliverables that will be generated and implemented by the Contractor are reflected on Exhibit "B" to this Agreement, the budget submitted in the application to the U.S. EPA. Variance in the deliverables generated and implemented by the Contractor from those estimates will not constitute a breach of these contractual terms.
7. Invoices will include billing period, award amount, cumulative billed, current amount being invoiced, and remaining balance on forms approved by the County. Receipts, timesheets, and any other documentation verifying the invoice amount will be attached when submitted for payment. Initial, hourly compensation rates for employees or representatives of the Contractor are reflected on Exhibit "B," and those hourly rates are subject to change and remain in the control of the Contractor throughout the term of this Agreement. Regardless of the hourly compensation rates set by the Contractor the maximum amount payable to the Contractor established by Paragraph 5 above may not be exceeded except with written mutual agreement by all parties to this Agreement.

8. 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 under this agreement and its acceptance by the County.
9. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
10. The Contractor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County, and, Environmental Protection Agency (EPA), for a period of six (6) years after final payments. Copies shall be made available upon request.
11. The Contractor is required to ensure that expenses and financial records comply with the financial guidelines set forth by the EPA in 40 CFR Part 31, OMB Circular A-87, OMB Circular A-133.
12. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Contractor in connection with the services rendered under this agreement shall be the property of the County whether the project for which they are made is executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Contractor's endeavors.
13. 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.
14. Indemnification.
 - a. Each party shall defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of a party.
 - b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the parties, its officers, officials, employees, and volunteers, the party's liability hereunder shall be only to the extent of the party's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the parties waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.
15. Insurance. The Contractor shall obtain and keep in force during the terms of the Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.05:
 - a. Worker's Compensation and Employer's Liability Insurance as required by the State of Washington.
 - b. 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.
16. 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. Nothing in this agreement

shall be considered to create the relationship of employer and employee between the parties hereto. 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. 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.

- 17. 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, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
- 18. 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:
 - i. With 30 days notice by the Board of County Commissioners for any reason, or
 - ii. With 30 days notice by the Board of County Commissioners for non-performance of the specific job duties in **Exhibit A**.
 - iii. With 30 days notice by the Contractor by voluntary resignation.
- 19. 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. This agreement may be amended only by written instrument signed by both County and Contractor.

DATED this _____ day of _____, 2010.

By _____
David Sullivan, Chair
Jefferson Board of County Commissioners

By Joseph F. Murray *November 18, 2010*
Joseph Murray, Chair
Clallam Conservation District

Attested: _____
Deputy/Clerk of the Board

Approved as to form:
11/12/2010
David Alvarez
David Alvarez, Chief Civil DPA

Exhibit A

Statement of Work

The project area includes the Clean Water Districts adopted by Jefferson County and Clallam County for shellfish protection under RCW90.72. The project area extends from the Jefferson-Mason County line on Hood Canal north and west to the Bagley-Morse Creek divide in Clallam County, encompassing over 310 miles of marine shoreline (Map 1). This includes portions of the Hood Canal and the Strait of Juan de Fuca Puget Sound Partnership (PSP) Action Areas.

- A. Develop and/or update farm conservation plans: The Contractor will work with landowners requesting a new or updated conservation plan for their farms. These plans will include a comprehensive resource inventory, description of resource concerns, and planned actions needed to correct the resource concerns. Timeline – throughout project period.
- B. The Contractor will work with landowners to develop and implement BMPs that improve and/or protect water quality on their farms in the first three years of the project. All BMPs will be designed and installed according to the Natural Resources Conservation Service (NRCS) standards and specifications. Below is a list of BMPs proposed for implementation and a short description of the water quality protection that each BMP provides:

- Manure storage structure(s) – Safely store manure and prevent runoff from entering ground and/or nearby surface water.
- Drainage water management – Diverting clean drainage water away from areas heavily used by livestock.
- Stream Exclusion Fencing – Fencing livestock away from waterways.
- Heavy Use Area Protection – Livestock confinement areas that allow for year-round manure removal and reduce polluted runoff into nearby waterways.
- Alternative Livestock Watering – Eliminate livestock watering directly from streams and develop alternative watering systems (e.g., solar powered water pumps, stock tanks, and pipelines).
- Roof Runoff Management – Collect clean roof water and provide an outlet away from livestock areas. Reduces polluted runoff from livestock facilities.

Timeline – throughout the project period.

This “Statement of Work” may be applicable to other contracts distinct from this one.

Required Performance:

1. Submit a public outreach plan to the County which describes methods that will be employed to contact project area residents and inform them of Contractor programs. (January 2011).
2. Submit a "prioritization" plan that details how properties and projects will be prioritized to maximize water quality benefits. (January 2011)
3. Maintain (ongoing, through the project) a spreadsheet that details the following by property:
 - "contacts" or "attempted contacts" with the property owner;
 - The priority of the property relative to protection of surface or ground waters,
 - Whether a farm conservation plan was created or amended
 - Best management practices recommended for the property
 - Best management practices installed on the property
 - Most proximate water body being protected or improved

Reference to specific properties shall be done in such a way as to protect the privacy and confidentiality of participants.

4. Prepare and submit semi-annual reports (no later than the 15th of the month following the end of the reporting period) to the County that details the information recorded in the above spreadsheet, and the following information:
 - If available, provide results of any water quality testing completed in the vicinity of the project both up and down gradient of the project and before and after the project.
 - Any workshops, mailings or other public outreach activities conducted during the reporting period.
5. Submit a final report to the County no later than September 15, 2014.

Exhibit B

Budget

Personnel and Benefits - \$46,054

Travel - \$720

Contractual – Implementation of BMP's - \$61,156

Clallam Conservation District

Grand Total \$107,930.00

Non-Federal Match \$35,620