



JEFFERSON COUNTY PUBLIC HEALTH

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JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
 Philip Morley, County Administrator

FROM: Stuart Whitford, Environmental Health Director

DATE: March 14, 2011

SUBJECT: Agenda Item – Contract Agreement – Clallam County Environmental Health Department; October 1, 2010 – September 30, 2014; \$534,770

STATEMENT OF ISSUE:

Jefferson County Public Health, Environmental Health, is requesting Board approval of the Contract Agreement – Clallam County Environmental Health Department to develop an on-site septic loan program (SLP) to repair, upgrade or replace failing or substandard onsite sewage systems or connect to a sewer system; October 1, 2010 – September 30, 2014; \$534,770

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

This is an agreement between Jefferson County and the Clallam County Environmental Health (CCEH) for work that will be done under the Clean Water District Activities project funded by the EPA Grant #PO-00J10001-1. CCEH is identified as a partner in the Clean Water District (CWD) activities project. Clallam County Environmental Health will establish a formal operating agreement with a non-profit community lending institution to provide an opportunity for owners of onsite septic systems needing repair located in the Dungeness CWD to obtain a low interest loan with repayment terms indexed to the applicant's financial circumstances. The Contractor will work with the lender to establish procedure and policy for fulfilling their respective roles, which will be detailed in a SLP Guidelines and Credit Policy and will administer and track progress of the SLP. CCEH will be reporting on their outreach efforts 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 \$132,700 in matching funds to support these activities.

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RECOMMENDATION:

JCPH management request approval of the Contract Agreement – Clallam County Environmental Health Department to develop an on-site septic loan program (SLP) to repair, upgrade or replace failing or substandard onsite sewage systems or connect to a sewer system;
October 1, 2010 – September 30, 2014; \$534,770

REVIEWED BY:



Philip Morley, County Administrator

3/11/14

Date

(Routed to all Public Health Managers)

CONTRACT AGREEMENT

Between
Clallam County Health Department
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 County Environmental Health (CCEH), 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 an on-site septic loan program (SLP) to repair, upgrade, replace failing or substandard onsite sewage systems, or connect to a sewer system. The Contractor will, in furtherance of "**Exhibit "A,"** Statement of Work, establish a formal operating agreement with a non-profit community lending institution to provide an opportunity for owners of onsite septic systems needing repair located in the Dungeness Clean Water District to obtain a low interest loan with repayment terms indexed to the applicant's financial circumstances. The Contractor will work with the lender to establish procedure and policy for fulfilling their respective roles, which will be detailed in a SLP Guidelines and Credit Policy and will administer and track progress of the SLP.
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 \$402,070.00 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 \$132,700.00. Total project expense shall not exceed \$534,770.00.
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 in **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. Unless otherwise provided, documents which originate from Contractor's performance under **Exhibit A** this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by County. These documents shall include, but not be limited to, reports, data, pamphlets, surveys, studies, computer programs, films, tapes, and sound reproduction. Ownership includes the right to reproduce, disseminate, copyright, register, and the ability to transfer these rights. 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 its membership in the Washington Counties Risk Pool as approved by the State Insurance Commissioner pursuant to RCW 48.05 and Worker's Compensation as required by the State of Washington.
16. Independent Contractor. Relationship of Parties. County and Contractor agree they are independent public entities organized under the laws of the State of Washington, operating pursuant to the terms and conditions of the Agreement. No agent, employee, servant or representative of one party shall be deemed to be an agent, employee, servant or representative of the other party for any purpose. As such, each party is solely and entirely responsible for its acts, and the acts of its agents, employee, servants or

representative during the term of 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 Jefferson County Board of County Commissioners for any reason, or
 - ii. With 30 days notice by the Jefferson County Board of County Commissioners for non-performance of the specific job duties in **Exhibit A**.
 - iii. With 30 days notice by the Contractor for any reason.
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 _____, 2011.

By _____
John Austin, Chair
Jefferson Board of County Commissioners

By _____
Howard V. Doherty, Jr., Chair
Clallam Board of County Commissioners

By _____
Sheila Miller,
Clallam County DCD Director

Attested: _____
Deputy/Clerk of the Board

Approved as to form: 3/2/2011

David Alvarez, Chief Civil DPA

Approved as to form:

Clallam County Prosecuting Attorney

Exhibit A**Statement of Work**

The project area includes the Clean Water Districts (CWD) adopted by Jefferson County and Clallam County for shellfish protection under RCW90.72 including, but not limited to, the Dungeness Clean Water District. 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. This includes portions of the Hood Canal and the Strait of Juan de Fuca Puget Sound Partnership (PSP) Action Areas.

- A. CCEH will establish a formal operating agreement with a non-profit community development finance institution for a Septic Loan Program (SLP). The program will provide an opportunity for owners of onsite septic systems needing repair located in the Dungeness CWD to obtain a low interest loan with repayment terms indexed to the applicant's financial circumstances. The loan must be used to resolve existing sewage disposal issues, through repair, upgrade, replacement, or connection to a community sewer system. Timeline – following development of agreement with lender.
- B. CCEH will work with the lender to establish procedure and policy for fulfilling their respective roles, which will be detailed in a SLP Guidelines and Credit Policy. At minimum, the lender will undertake all lending functions associated with the SLP. It will be responsible for management of all aspects of loan delivery, customer service, loan management, reporting, and compliance. Timeline – year 1
- C. CCEH will administer and track progress of the SLP for approximately 15 OSS owners. Grant funds will be used to capitalize loans and loan loss reserves. Fifteen percent (15%) of each loan amount shall be expensed at loan closing for deposit to a restricted account for the purpose of funding ongoing monitoring of the subject OSS. Subsidized interest rates and flexible repayment terms will be offered to qualified borrowers making less than 80% of the Median Household Income (MHI). Timeline – years 2-4 as funding allows.
- D. CCEH will provide the primary marketing and outreach of the SLP to property owners in the CWD. Timeline – throughout the project period.
- E. CCEH and JCPH will collaborate with OSS Professionals including designers, installers, and Operation & Maintenance (O&M) providers to provide training concerning OSS requirements and refine established MRA-specific policies/standards for evaluating, quantifying, reporting and repairing septic systems. Timeline – years 1 and 2, will continue as needed.

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 Loan was applied for or approved
 - 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 for the public or professionals, 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 as submitted to the United States Environmental Protection Agency (see below)

Contractual – Non-profit lender for Septic Loan Program - \$402,070

Clallam County Environmental Health

Grand Total \$402,070

Non-Federal Match \$132,700