



JEFFERSON COUNTY PUBLIC HEALTH

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

February 22, 2011

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 28, 2011

SUBJECT: Agenda Item – Contract Amendment #1 for Jefferson County Conservation District in connection with Discovery Bay Clean Water Project; September 17, 2007 – December 31, 2011; No additional funding requested

STATEMENT OF ISSUE:

Jefferson County Public Health, Water Quality Department, is requesting Board approval of the Contract Amendment #1 for Jefferson County Conservation District in connection with Discovery Bay Clean Water Project; September 17, 2007 – December 31, 2011; No additional funding requested.

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

This is an amendment to the existing contract. This amendment revises the SOW. The contractor will continue to perform water quality monitoring activities and Best Management Practice implementation in connection with Discovery Bay Clean Water Project. JCCD will analyze sampling results, submit data in a final report and conduct final outreach activities.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This contract is funded by the Department of Ecology Centennial Clean Water grant. No additional funding is requested. Remaining funds have been allocated to existing tasks in a revised budget.

RECOMMENDATION:

JCPH management requests approval of the Contract Amendment #1 for Jefferson County Conservation District in connection with Discovery Bay Clean Water Project; September 17, 2007 – December 31, 2011; No additional funding requested.

REVIEWED BY:


Philip Morley, County Administrator

3/23/11
Date

COMMUNITY HEALTH
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CONTRACT AMENDMENT #1

Between
Jefferson County 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 Jefferson County Conservation District, hereinafter referred to as "the Contractor", on September 17, 2007, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Contractor is retained by the County to perform water quality monitoring activities and Best Management Practice Implementation in connection with the Discovery Bay Clean Water Project. This amendment amends the scope of work and adjusts the distribution of remaining unspent funds to existing tasks.
2. Scope of Services. Contractor agrees to perform the revised scope of services, identified on **Exhibit A, Revised Scope of Work**, attached hereto, including the provision of all labor, materials, equipment, and supplies. All other required performance in the original scope of work has been completed by the Contractor except for the items in **Exhibit A**.
3. Revised Budget. A revised budget is included in **Exhibit A** distributing unspent funds to existing tasks. The total amount remains the same.
4. Term. This contract shall remain in full force until December 31, 2011.

All other terms and conditions of the original agreement and any amendments remain in full force and effect.

DATED this _____ day of _____, 2011.

By

John Austin, Chair
Jefferson Board of County Commissioners

By


Glen Huntingford
Jefferson County Conservation District

Attested:

Clerk of the Board

Approved as to form

3/2/2011

David Alvarez, Chief Civil DPA

Exhibit A**Revised Scope of Work**
*(2011 revisions in bold and italics)***Task 1 - Project Administration/Management (No changes)****Task 2 – Water Quality Sampling and Analysis**

- B. The Contractor will conduct water quality sampling for fecal coliform bacteria at ***17 19*** stations throughout the drainage.

Required Performance:

2. Collect fecal coliform samples twice-monthly from October 2007 to September 2008 and from October 2009 to September 2010 ***and October 2010 to September 2011.***
3. Submit raw fecal coliform data to the County by ***October 31st, 2011*** and alert the County to any anomalous results.
- 3.5 Submit all water quality data to Ecology's Environmental Information Management (EIM) system and provide documentation that this was completed by December 15th, 2011.***
- 5. Write final report that describes all project deliverables, including an assessment of all water quality data collected and analyzed.***

Task 3 – Pollution Identification and Correction (No Contractor responsibilities)**Task 4 – Best Management Practices Implementation (No changes)****Task 5 – Public Outreach and Education**

1. Participate in two public information meetings in the project area ***to discuss project results.***

Revised Budget

JCCD Discovery Bay Contract Budget					
	Original Budget	Funds spent thru 12/2010	Funds Remaining	2011 Budget	Revised Budget
Task 1	\$ 3,750.00	\$ 7,182.02	\$ (3,432.02)	\$ 3,000.00	\$ 9,182.02
Task 2	\$ 131,250.00	\$ 75,010.86	\$ 56,239.14	\$ 30,000.00	\$ 123,856.25
Task 4	\$ 69,895.00	\$ 10,484.89	\$ 59,410.11	\$ 73,755.50	\$ 66,895.00
Task 5	\$ 1,500.00	\$ 4,961.73	\$ (3,461.73)	\$ 2,000.00	\$ 6,461.73
Totals	\$ 206,395.00	\$ 97,639.50	\$ 108,755.50	\$ 108,755.50	\$ 206,395.00

CONTRACT AGREEMENT

Between

Jefferson County 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 Jefferson County Conservation District, (JCCD), hereinafter referred to as "the Contractor", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. Project Designation. The Contractor is retained by the County to perform water quality monitoring activities and Best Management Practice Implementation in connection with the Discovery Bay Clean Water Project.
2. Scope of Services. 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.
3. Time for Performance. This Agreement shall commence on September 17, 2007 and continues through December 31, 2011 unless terminated as provided herein. The agreement may be extended beyond December 31, 2011 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:
 - a. Payment for the work provided by Contractor shall not exceed \$206,395 without express written modification of the agreement signed by the County.
 - b. The Contractor may submit vouchers to the County once per month during the progress of the work for work completed to date. Such vouchers will be checked by the County, and upon approval thereof, payment will be made to the Contractor in the amount approved.
 - c. Final payment of any balance due the Contractor of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work under this agreement and its acceptance by the County.
 - d. 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.

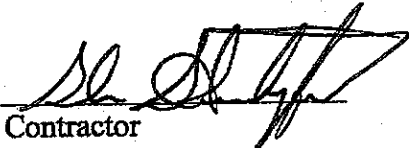
- e. The Contractor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.

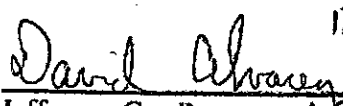
5. Ownership and Use of Documents. All documents, drawings, specifications and other materials produced by the Contractor in connection with the services rendered under this agreement shall be the property of the County whether the project for which they are made is executed or not. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Contractor's endeavors.
6. Compliance with laws. Contractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement.
7. Indemnification. Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Contractor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Contractor.
8. 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.
9. 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.

10. 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.
11. Assignment and Subcontracting. The Contractor shall not sublet or assign any of the services covered by this agreement without the express written consent of the County.
12. Termination.
 - a. The County reserves the right to terminate this agreement at any time by giving ten (14) days written notice to the Contractor.
 - b. In the event of the death of a member, partner or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor hereby agree to complete the work under the terms of this agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this agreement between surviving members of the Contractor and the County, if the County so chooses.
13. 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 10th day of December, 2007.

By 
 Phil Johnson, Chair
 Jefferson Board of County Commissioners

By 
 Contractor
 Jefferson County Conservation District

Approved as to form only:
 11/13/07
 Jefferson Co. Prosecutor's Office

Attested:


 Deputy/Clerk of the Board

Exhibit A

Scope of Work

Jefferson Co. Conservation District, Discovery Bay CCWF grant

Task 1 - Project Administration/Management

- A. JCCD shall administer the project responsibilities as outlined in other tasks. Responsibilities shall include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; attainment of all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. JCCD shall manage the project responsibilities as outlined in other tasks. Efforts shall include conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the JCPH and WDOE designees, all affected local, state, or federal jurisdictions, and/or any interested individuals or groups. JCCD shall carry out this project in accordance with any completion dates outlined in this agreement.
- C. JCCD shall submit all invoice voucher submittals and supportive documentation to the JCPH Financial Manager.
- D. JCCD shall submit to the JCPH Project Manager the following documents.
- Draft project completion reports
 - Final project completion reports
 - Electronic copy of final project completion report

The final project completion report shall contain deliverables (milestones) from each task, a summary page stating the items completed in each task, and a table of contents. The final completion report shall be due 45 days prior to the expiration date.

- E. Required Performance:
1. Effective administration and management of JCCD responsibilities in this grant project.
 2. Maintenance of all project records.
 3. Submittal of all required performance items, progress reports, financial vouchers, and maintenance of all project records.
 4. Submittal of draft project completion report to JCPH no later than September 30, 2011.

Task 2 – Water Quality Sampling and Analysis

- A. Prior to initiating water quality monitoring activities, JCCD shall prepare a Quality Assurance Project Plan (QAPP) in accordance with the DOE's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies. JCCD may also reference Technical Guidance for Assessing the Quality of Aquatic Environments, February 1994 (Ecology Publication No. 91-78, available on the DOE's Publications website at <http://www.ecy.wa.gov/biblio/9178.html>), in developing the QAPP.

The QAPP shall include detailed information on the water quality monitoring approach and laboratory protocols, including types of data and samples to be collected, sample location, sampling frequency, sampling procedures, analytical methods, quality control procedures, data handling protocols, and data assessment procedures. Any discussion of the monitoring approach must also include an explanation of how the project will yield sufficient information to achieve the purpose and intent of monitoring. A discussion of data accuracy and statistical requirements will be included. The QAPP shall be submitted to the DOE for review, comment, and approval PRIOR to commencing environmental monitoring activities.

Water samples requiring bench testing shall be analyzed by an environmental laboratory accredited by the DOE.

All monitoring data collected or acquired under this agreement shall be managed in order to be available to secondary users and meet a ten-- (10) year rule. The ten-year rule means that data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken, ten years after the data are collected. To assist in this effort, the DOE has created a database and data format for environmental data.

JCCD shall submit all monitoring data to JCPH and DOE consistent with the DOE's Environmental Information Management System (EIM) format. The data submittal portion of the EIM website provides information and help on formats and requirements for submitting tabular data.

- B. JCCD will assist JCPH to prepare a plan for restoring Discovery Bay Watershed to water quality standards for fecal coliform bacteria. The plan will be submitted to the DOE for approval.
- C. JCCD will conduct water quality sampling for fecal coliform bacteria at 17 stations throughout the drainage.

Required Performance:

1. Locate all fecal coliform monitoring stations and obtain landowner permission to sample by Oct 30, 2007.
2. Collect fecal coliform samples twice-monthly from October 2007 to September 2008 and from October 2009 to September 2010.
3. Submit raw fecal coliform data to JCPH in January, April, July, and October of 2008 and 2010, and alert JCPH to any anomalous results.
4. Analyze fecal coliform data to include in final report.

Task 3 – Pollution Identification and Correction: No JCCD responsibilities

Task 4 – Best Management Practices Implementation

- A. JCCD will identify and correct sources of fecal coliform pollution from agricultural operations.
- B. JCCD will work with landowners to implement Best Management Practices (BMPs) on each cooperating property based on a priority list that ranks properties according to water quality impacts. JCCD will implement DOE approved BMPs provided adequate funding for BMP implementation is available.
- C. Technical assistance for eligible water quality related agriculture activities provided under the terms of this grant shall be consistent with current U.S. Natural Resources Conservation Service (NRCS) standards and/or Technical Guide. However, technical assistance, proposed practices, or project designs that do not meet these standards may be accepted if approved in writing by the NRCS and the DOE.
- D. All best management practices (BMPs) will be implemented according to NRCS Standards and Specifications.
- E. If JCCD wishes to design a buffer not consistent with requirements below, JCCD shall submit a plan to the DOE for approval and a written explanation as to why the following requirements cannot be met. In addition to these specific requirements, all restoration activities must be consistent with the Stream Habitat Restoration Guidelines (*see Attachment 2 for applicable document reference*):
 - 1) Riparian Buffers:
 - a. For agricultural areas, minimum buffer size for streams shall be an average width of 35 feet (on both sides of the stream). For those streams which provide habitat for endangered or threatened aquatic species, the minimum buffer size shall be an average of 50 feet. For all such streams, it is recommended that JCCD use Washington Department of Fish and Wildlife buffer widths found in the Final Joint Washington Department of Fish and Wildlife/Tribal Wild Salmonid Policy. When buffers are to be

created in forested areas, buffer width must also be consistent with Forest Practices Rules.

- b. JCCD shall obtain a conservation easement or a landowner agreement signed by the landowner prior to the establishment of a riparian buffer on private property. The conservation easement shall be consistent with Funding Guidelines Volume One. The easement or a landowner agreement must be effective for a minimum of ten- (10) years unless otherwise authorized by the DOE.
- c. JCCD must develop a written and signed three- (3) year maintenance plan prior to establishing all riparian buffers. This plan shall detail responsibilities for both the landowner and JCCD and must include details concerning, but not limited to, watering plants, replacing dead plants, controlling noxious weeds, and repairing and maintaining buffer fencing.
- d. Buffers established as part of this grant may not violate county Critical Area Ordinances, county Shoreline Rules, and/or other state and local regulations.

2) Riparian Plantings:

- a. JCCD or landowner may hire contractor or subcontract with North Olympic Salmon Coalition (NOSC) for implementation of riparian planting projects
- c. JCCD/NOSC shall only plant species which may be shown to be riparian in nature and indigenous to the primary watershed where the buffer is being established (ask the question, "Would this plant historically have occurred at this site?").
- c. JCCD/NOSC shall, to the greatest extent possible, use genetically appropriate plant materials collected from the primary or secondary watershed where the buffer is to be established.
- d. JCCD/NOSC shall, to the greatest extent possible, utilize plant species which are early successional within the primary watershed. Early successional species are those whose characteristics are such that they are first to colonize after a disturbance.

3) Streambank Protection:

- a. Streambank protection projects must not stand alone, but be part of a larger riparian buffer project. The project must include the buffer and planting requirements listed above.

- b. Rock should not be used to armor a bank against the erosive forces of a stream or river unless a bridge, road, or other man-made structure cannot be protected by any other means. In any situation where rock is to be used, the JCCD must submit the design to the DOE for review and approval.
 - c. Streambank protection designs must be consistent with the Aquatic Habitat Guidelines Integrated Streambank Protection document provided by the DOE of Ecology upon request or found at the following website: <http://www.wa.gov/wdfw/hab/ahg/strmbank.htm>
- 4) Livestock Watering:
- a. If the JCCD proposes to convey water from a stream or river to a stock tank, the project must be consistent with the Policy for Conveying Stockwater Away From Streams to Protect Water Quality (Water Resources Program Policy POL-1025). This policy allows small amounts of water consistent with historic practice to be diverted to stockwater tanks for consumption by livestock.
 - b. Off-stream watering systems shall be the priority above designs that include water gaps in fencing for livestock access. If the JCCD wishes to design water gaps, a plan must be submitted to the DOE which details the design and a description of why off-stream systems cannot be utilized as well as detailing how potential impacts to water quality resulting from water gaps will be minimized.

F. Required Performance:

1. Identify and correct sources of Fecal coliform pollution from agricultural operations.
2. Prepare reports on BMP implementation to address water quality problems identified on farms in the watershed.
3. Develop a drainage-wide conservation plan that addresses agricultural waste and run-off.
4. Develop individual Farm Plans for riparian restoration on private and public property and farms as requested by landowners.
5. Develop the Snow and Salmon Creek Water Quality Improvement plan.
6. JCCD will work with landowners to implement BMP's throughout the Salmon and Snow Creek basins.

Task 5 – Public Outreach and Education

- A. JCCD will participate in two informational meetings organized by JCPH to introduce the project to residents in the project area.

B. Required Performance:

1. Participate in a minimum of 2 information meetings to introduce project to residents in project area.
2. Contribute to a quarterly newsletter to residents in project area regarding project results, BMPs, water conservation tips, and other key issues.

Budget:

Task 1 – Project Administration/Management	\$3,750.00
Task 2 – Water Quality Sampling & Analysis	\$131,250.00
Task 4 - Best Management Practices Implementation	\$69,895.00
<u>Task 5 - Public Outreach and Education</u>	<u>\$1,500.00</u>
Total	\$206,395.00