



JEFFERSON COUNTY PUBLIC HEALTH

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

February 14, 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 Agreement for Community Services Grant Funding 2011 with Jefferson County Conservation District; January 1, 2011 – December 31, 2011; \$45,600

STATEMENT OF ISSUE:

Jefferson County Public Health, Water Quality Division, is requesting Board approval of the Contract Agreement for Community Services Grant Funding 2011 with Jefferson County Conservation District; January 1, 2011 – December 31, 2011; \$45,600

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

This is an ongoing contract with Jefferson County Conservation District for water quality protection through monitoring, education, management, development, and Salmon habitat restoration. This contract will further the continuation of work to meet water quality goals through a cooperative effort with landowners. Jefferson County Conservation District was selected to perform and continue this work because of its ongoing and established working relationship with landowners.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This contract is funded by County General Fund and is reflected in the budget.

RECOMMENDATION:

JCPH management requests approval of the Contract Agreement for Community Services Grant Funding 2011 with Jefferson County Conservation District; January 1, 2011 – December 31, 2011; \$45,600

REVIEWED BY:


 Philip Morley, County Administrator

3/2/11

 Date

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**AGREEMENT
BY and BETWEEN
JEFFERSON COUNTY
And
JEFFERSON COUNTY CONSERVATION DISTRICT
For Funding 2011**

Purpose: The purpose of this funding is to promote the conservation and wise use of Jefferson County's natural resources for the benefit of its residents.

Parties: This funding is to assist Jefferson County Conservation District, hereinafter known as "Conservation District", a governmental subdivision, and is provided by funds allocated by Jefferson County, hereinafter known as "County", a municipal corporation and political subdivision of the State of Washington.

Consideration: The services provided by Conservation District and the funds provided by County constitute sufficient good and valuable consideration bargained for and exchanged by the parties in support of this contract.

Section 1. Services to be Performed

The Conservation District shall use its capabilities to continue and update the ongoing performance of the following specific services:

Services:

1. To improve/protect water quality through a cooperative approach with landowners as specified in the district's compliance Memorandum of Agreement with the Department of Ecology, Jefferson County and the WA Conservation Commission.
2. To provide public notification and public assistance regarding the aerial herbicide spraying performed by forest landowners of the County.
3. To carry out the annual work plan of conservation, education and management of natural resources of the County.
4. To assist the County and/or landowners in implementing salmon recovery and farmland protection programs.

Tasks, Deliverables, Deadlines:

1. Implement Conservation District annual work plan of conservation, education, and management of the natural resources of Jefferson County.

Deliverables: Copy of 2011 Work Plan as approved by the Conservation District Board of Supervisors and Annual Report of Accomplishments.

Due Date: March 1, 2011

2. Provide technical assistance to landowners, community groups and Jefferson County staff with water quality, salmon habitat and farmland protection project planning and implementation.

Deliverables: Written summary of specific projects that technical assistance or planning assistance was provided. Utilize Excel spreadsheet, which was developed for specific projects. **Due Date:** December 31, 2011

3. In conjunction with Jefferson County staff, assist landowners with development of Critical Area Stewardship Plans as specified in the Critical Areas Ordinance, for landowners.

Deliverables: Written report on Critical Area Stewardship Plan program.
Due Date: December 31, 2011

4. Assist Jefferson Co. and agricultural landowners with planning to protect existing fish and wildlife habitat on agricultural lands.

Deliverables: Written summary of Reports and plans developed
Due Date: December 31, 2011

5. Document, monitor and review the aerial herbicide spraying performed by forest landowners in Jefferson County.

Deliverables: Brief written summary of activities and findings from this task.
Due Date: December 31, 2011

6. Provide Technical assistance to the Watershed Planning Units and to Jefferson County during WRIA watershed planning processes.

Deliverables: Brief written summary of activities and accomplishments from this task.
Due Date: December 31, 2011

Section 2. Term

This Agreement shall be for a term of one year, commencing on January 1, 2011 and ending on December 31, 2011 unless terminated as provided herein.

Section 3. Compensation

1. The County will provide the Conservation District with a grant to meet the purpose and for services performed under Section 1 of this agreement.

2. The basic support grant shall be in the sum of \$45,600 for the calendar year 2011. Grant payments shall be made after a request is submitted by the Conservation District. Requests will be made on a quarterly basis. Costs will be broken out by Task, as outlined in Section 1 of this agreement. The billing will be accompanied by the quarterly report, which is described in Section 9.

3. Records and accounts pertaining to this agreement are to be kept (6) years after final payments. Copies shall be made available upon request.

4. Ownership and use of documents. The Conservation District 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, manifests, specifications, writings, samples, reports, pictures and the like which the Conservation District drafts, makes, conceives, or 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 Conservation District further acknowledges that such material shall be considered work for hire and the Conservation District acknowledges the County's sole and exclusive right to such copyright, patent, trademarks, trade names and other

intellectual property right claims for said materials. Other materials produced by the Conservation District 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.

Section 4. Compliance with laws

The Conservation District 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.

Section 5. Indemnification

The Conservation District 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 contractor or damage to personal property) if said injury or damage was caused by the negligent acts or omissions of the Conservation District.

Section 6. Insurance

The Conservation District 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 may be required by the State of Washington.

Section 7. Independence

The Conservation District and the County agree that the Conservation District 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. The Conservation District 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. Assignments and Subcontracting

The Conservation District may sublet or assign any of the services covered by this agreement with the express written consent of the County only.

Section 9. Reporting

The Conservation District will provide a written report to the County for payment for services rendered quarterly. The report shall contain a brief summary of the work performed pursuant to this agreement, and as outlined in Section 1. The report shall be submitted to Jefferson County Public Health in care of Michael Dawson, Water Quality Program Lead, at 615 Sheridan St., Port Townsend, WA 98368. The person serving as Water Quality Program Lead for the County shall be the County's contact person for this Agreement. The format of any written report from Conservation District to County shall be within the discretion of the Conservation District, except where use of an EXCEL spreadsheet is specified by this Agreement. Bill due by the 5th of the month for prior month's services.

Section 10. Termination

- A. 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.

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

1. With 14 days' notice by the Board of County Commissioners (or their designate) for non-performance of the specific job duties listed under Services to be Performed. Conservation District may cure the default or non-performance during the 14 days that notice of termination is pending. The decision as to whether the Conservation District has cured the default or non-performance shall be made at the sole discretion of the County.
2. With 14 days notice by the Conservation District by voluntary resignation.

Section 11. Modification

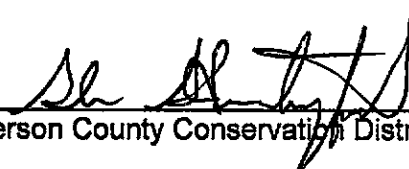
This employment agreement may be modified at any time by written agreement of all parties.

Section 12. Integrated Agreement

This Agreement together with attachments or addenda represents the entire and integrated agreement between the County and the Conservation District 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 the Conservation District.

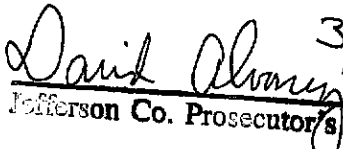
Approved this ____ day _____, 2011
BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

Chairperson



Jefferson County Conservation District

Approved as to form only:

 3/2/2011

Jefferson Co. Prosecutor's Office

ATTEST:

Clerk of the Board