



JEFFERSON COUNTY PUBLIC HEALTH

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

April 15, 2011

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Stuart Whitford, Environmental Health Director
Michael Dawson, Project Lead

DATE: *May 25, 2011*

SUBJECT: Agenda Item – Contract Agreement with Jefferson County Conservation District for Hood Canal Watershed Clean Water Project #G1100189; March 1, 2011 – December 31, 2014; \$154,938

STATEMENT OF ISSUE:

Jefferson County Public Health is requesting Board approval of the Contract Agreement with Jefferson County Conservation District (JCCD) for Hood Canal Watershed Clean Water Project #G1100189; March 1, 2011 – December 31, 2014; \$154,938

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

JCCD will perform water quality monitoring, agricultural Best Management Practice implementation and riparian restoration activities in connection with the Hood Canal Watershed Clean Water Project. JCCD is identified as a partner in the Clean Water District activities project. The partnership for this project is structured in the same way that two current Ecology-funded clean water projects are shared with JCCD. The contractor will work with JCPH, Water Quality Division, to develop an Ecology approved Quality Assurance Project plan and establish 50 sampling stations within the project area streams and rivers. Contractor will conduct water quality trend monitoring for temperature, pH and dissolved oxygen and fecal coliform bacteria as well as survey all agricultural properties in the project area to identify and correct sources of fecal coliform pollution. Contractor will identify degraded riparian areas as potential restoration sites, working with willing landowners to remove invasive weeds and plant native trees.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This contract is funded by the Department of Ecology at 75% totaling \$116,203. JCCD will provide matching funds at 25% totaling \$38,735. There is no financial impact to the county.

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

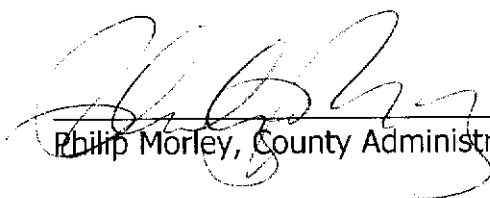
PUBLIC HEALTH
WE'RE WORKING FOR A SAFER AND
HEALTHIER COMMUNITY

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

RECOMMENDATION:

JCPH management request approval of the Contract Agreement with Jefferson County Conservation District for Hood Canal Watershed Clean Water Project #G1100189; March 1, 2011 – December 31, 2014; \$154,938

REVIEWED BY:


Philip Morley, County Administrator

5/19/14
Date

(Routed to all Public Health Managers)

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 the Jefferson County Conservation District, 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 agricultural best management practice implementation in connection with the Hood Canal Watershed Clean Water Project. The project is funded at 75% by a grant from the Washington State Department of Ecology ("Ecology") under contract with the County. Clean Water District funds at 25% match the grant. The project area is mapped in **Exhibit A**, attached hereto.
2. Scope of Services. The Contractor agrees to perform the scope of services, identified on **Exhibit B, Scope of Services**, attached hereto, including the provision of all labor, materials, equipment and supplies. Variation from the required performance (deliverables) in the scope of services will only be allowed upon mutual written consent of the County and the Contractor.
3. Time for Performance. This agreement shall commence on March 1, 2011 and continues through December 31, 2014 unless terminated as provided herein. The agreement may be extended beyond December 31, 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:
 - a. Payment for the work provided by the Contractor shall not exceed \$116,203 without express written modification of the agreement signed by the County. The Contractor will provide match funding at 25% to support activities. This is projected to be a maximum of \$38,735. Total project expense shall not exceed \$154,938.
 - b. 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.
 - c. 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 mutual written consent of the County and the Contractor.
 - d. 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.

- e. 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.
 - f. The Contractor's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and Ecology, for a period of six (6) years after final payments. Copies shall be made available upon request.
 - g. The Contractor is required to ensure that expenses and financial records comply with the financial guidelines set forth by the "Administrative Requirements for Recipients of Ecology Grants and Loans" Publication 91-18 Revised 2005, also known as the "Yellow Book".
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. The 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.
- 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.
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 the Contractor nor any employee of the 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 the Contractor, or any employee of the 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. 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 B**.
- iii. With 30 days notice by the Contractor by voluntary resignation.

12. 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 _____
Glen Huntingford
Jefferson County Conservation District

Attested: _____
Deputy/Clerk of the Board

Approved as to form: _____ 4/19/2011
David Alvarez, Chief Civil DPA

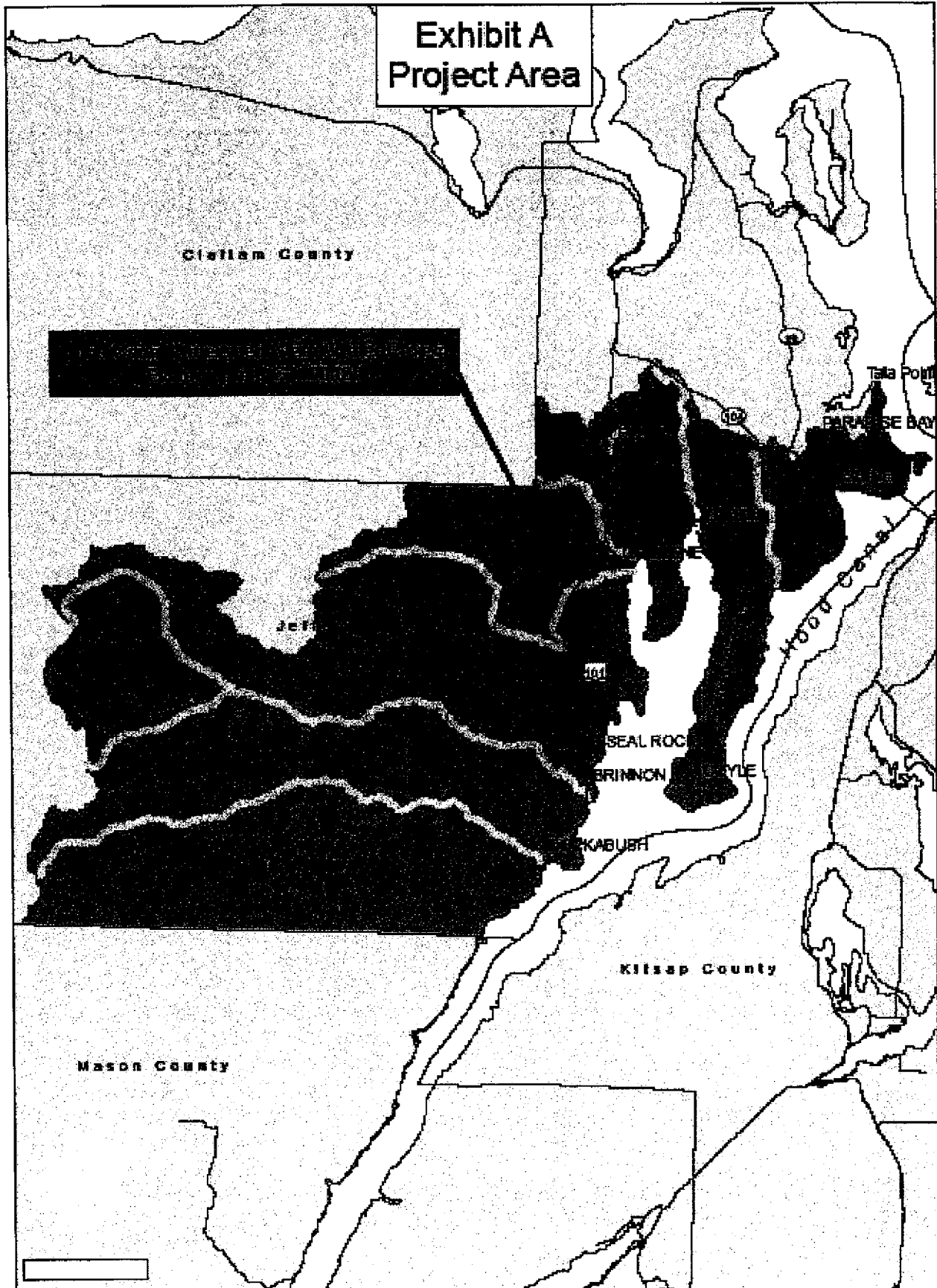


Exhibit B

Scope of Services

Project Overview

The Hood Canal Watershed Clean Water Project is funded by the Washington Department of Ecology ("Ecology") under contract with Jefferson County Public Health ("the COUNTY"). The Jefferson County Conservation District ("the CONTRACTOR") is retained through interlocal agreement to perform the following tasks.

Project Area

The project area includes the Jefferson County portion of the Hood Canal Watershed from Tala Point north of the Hood Canal Bridge south to the Jefferson-Mason county line (See Exhibit A). This includes the communities of Brinnon, Quilcene, Coyle and Shine. The following rivers and streams are included: Duckabush, Dosewallips, Big Quilcene, Little Quilcene, Leland, Donovan, Tarboo, Thorndyke and Shine as well as other freshwater streams within the watershed.

Task 1 - Project Administration/Management

- A. The CONTRACTOR will manage, track and record expenses and match for each budget item and report these items to the COUNTY in a quarterly report and billing due one week after the end of the quarter. The CONTRACTOR will record all matching funds generated for the project in the quarterly report. The CONTRACTOR will utilize Ecology billing forms.
- B. The CONTRACTOR will submit a final report explaining the required performance (deliverables) completed in each task, analysis of water quality data, description of all BMPs and restoration implemented and details of the education and outreach performed by October 15, 2014.

Required Performance:

1. Timely submittal of all required performance items, quarterly reports, and billing records.
2. Submittal of final report to the COUNTY's Project Manager no later than October 15, 2014.

Task 2 -Water Quality Sampling and Analysis

- A. The CONTRACTOR will assist the COUNTY in the development of an Ecology-approved Quality Assurance Project Plan (QAPP) before sampling begins.
- B. The CONTRACTOR will establish 50 sampling stations (representative of the 2008 Cat 2 and 5 listings) in project area streams and rivers. The geographic location and accuracy of all sampling sites will be collected and recorded in the following format and submitted to the COUNTY: NAD83 datum, Latitude/Longitude, Decimal Degrees, precision in feet or meters, and collection method (gps or map).
- C. The CONTRACTOR will conduct water quality trend monitoring for temperature, pH, dissolved oxygen, conductivity and fecal coliform bacteria at the above stations a minimum of six times per year for three years. The CONTRACTOR will identify areas of concern based on sampling results and report them to the COUNTY. All data will be entered into Ecology's Environmental Information Management (EIM) database.

Required Performance:

1. Cooperation with the COUNTY developing an Ecology-approved QAPP prior to sampling.
2. Report established sampling locations to the COUNTY by July 31, 2011.

3. Submit annual reports and graphs to the COUNTY demonstrating water quality trends at all monitoring stations.
4. Submit water quality data sets on collected samples to the COUNTY at project completion.
5. Enter collected data into the EIM database annually.

Task 3 – Pollution Identification and Correction

- A. The CONTRACTOR will survey all agricultural properties in the project area and create a prioritized list of sites to contact June 30, 2012. The CONTRACTOR will contact all high-priority properties and offer services by June 30, 2014. The COUNTY can provide a list of properties with agricultural land use. The COUNTY will refer any high-priority agricultural sites identified during the COUNTY's sanitary survey efforts to the CONTRACTOR.
- B. Identify and work to correct sources of fecal coliform pollution from inadequate management of animal wastes and run-off and notify THE COUNTY of these problem areas.
- C. The CONTRACTOR will submit BMP plans to eliminate the sources of the pollution to Ecology's project manager for approval prior to implementation. All landowner consultations will be conducted based on an inspection template developed by the CONTRACTOR in conjunction with the COUNTY.
- D. The CONTRACTOR will identify degraded riparian areas as potential restoration sites and work with willing landowners to remove invasive weeds and plant native trees. Plans for implementation of riparian BMPs will be submitted to Ecology's project manager for review prior to implementation.
- E. The CONTRACTOR will complete a Federal Clean Water Act Section 319 Grant Load Reductions Reporting Form each year for all BMP installation.
- F. The CONTRACTOR will comply with all requirements listed in Executive Order 05-05 (Archeological and Cultural Resources) prior to implementing any project that involves disturbing soil.

Required Performance:

1. Prioritized list of all agricultural properties in the project area by June 30, 2012.
2. All high-priority properties contacted in person and/or by telephone and services offered by June 30, 2014.
3. Maintain records of agricultural properties contacted, correction activities, BMP implementation and restoration activities in the project spreadsheet (template attached).
4. Report to the COUNTY all agricultural fecal pollution sources by December 2013.
5. Implement control measures for invasive weeds along approximately 5,000 linear feet of Leland Creek or other degraded riparian areas by September 2014.
6. Provide native trees for volunteer replanting in approximately 5,000 linear feet of degraded riparian areas.
7. Provide original sign-in sheets for all volunteer hours contributed to the project.
8. BMP implementation plans submitted to Ecology's project manager prior to implementation.
9. Section 319 Grant Load Reductions Reporting Form submitted to the COUNTY by January 7 of each year and at project completion.

Task 4 – Public Outreach and Education

- A. The CONTRACTOR staff will attend two informational meetings organized by the COUNTY to introduce the project to all residents in the proposed project area. The COUNTY will conduct these meetings in the northern and southern parts of the project area to notify the public about the

project. The CONTRACTOR will provide information about its monitoring role and services to provide to the public.

- B. The CONTRACTOR will submit information about educational workshops offered in the project area to the COUNTY for inclusion in a newsletter and project website.
- C. The CONTRACTOR staff will attend two end-of-project meetings organized by the COUNTY to discuss results of the project with the residents in the project area.

Required Performance:

1. Attend two introductory project meetings and two end-of-project results meetings by December 2014.
2. Materials developed under this project will be submitted to Ecology's project manager for review and approval prior to printing or distribution.

Hood Canal Watershed Budget by Task						
Task			Total Project Cost	Total Eligible Cost 75%	Match 25%	
2. Water Quality Sampling & Analysis			\$ 88,384	\$ 66,288	\$ 22,096	
3. Pollution Identification & Correction			\$ 63,709	\$ 47,782	\$ 15,927	
4. Public Outreach & Education			\$ 2,845	\$ 2,133	\$ 712	
Total			\$ 154,938	\$ 116,203	\$ 38,735	
Hood Canal Watershed Budget by Object						
Salaries	staff	hours	rate	miles	subtotal	total
<i>Task 2</i>	2	800	\$ 35.00		\$ 56,000	
<i>Task 3</i>	1	500	\$ 35.00		\$ 17,500	
<i>Task 4</i>	1	50	\$ 35.00		\$ 1,750	
						\$ 75,250
Benefits			24%			\$ 18,060
Indirect Costs			25%			\$ 23,328
Contracts						
<i>Invasive weed removal</i>						\$ 10,000
Materials, goods and services						
<i>Development of long-term control plan for invasive spp.</i>					\$ 5,000	
<i>Conservation District BMP implementation</i>					\$ 12,000	
<i>Nursery stock</i>					\$ 8,000	
						\$ 25,000
Travel			\$ 0.55	6,000		\$ 3,300
Total Project Cost						\$ 154,938
Total Eligible Cost			75%			\$ 116,203
Match			25%			\$ 38,735