

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Leslie Locke, Deputy Clerk of the Board

DATE: March 17, 2014

SUBJECT: AGREEMENT re: 2014 Funding to Promote Conservation Protect and Improve Water Quality; In the Amount of \$46,100; Jefferson County Administrator; Jefferson County Conservation District

STATEMENT OF ISSUE:

County Administrator, Philip Morley is requesting Board approval of the Contract Agreement for Community Services Grant Funding 2014 with Jefferson County Conservation District; January 1, 2014 – December 31, 2014; \$46,100

ANALYSIS:

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.

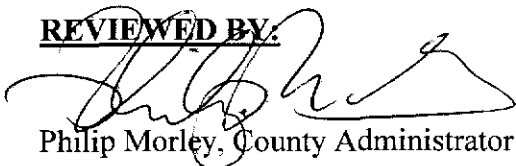
FISCAL IMPACT/COST BENEFIT ANALYSIS:

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

RECOMMENDATION:

The Commissioners are being asked to approve Agreement re: 2014 Funding to Promote Conservation Protect and Improve Water Quality; In the Amount of \$46,100; Jefferson County Administrator; Jefferson County Conservation District.

REVIEWED BY:


Philip Morley, County Administrator

2/26/14
Date

**AGREEMENT
BY and BETWEEN
JEFFERSON COUNTY
And
JEFFERSON COUNTY CONSERVATION DISTRICT
For Funding 2014**

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 services including the tasks and deliverables described herein:

Services:

1. To improve/protect water quality through a cooperative approach with landowners as specified in the Conservation District's Annual Work Plan, and in cooperation with Jefferson County, the Washington Department of Ecology, and the Washington Conservation Commission.
2. To carry out the annual work plan of conservation, education and management of natural resources in Jefferson County.
3. To assist the County and/or landowners in implementing salmon recovery and farmland protection programs.
4. To provide public notification and public assistance regarding the aerial herbicide spraying performed by forest landowners in Jefferson County.
5. To support Conservation District activities authorized by Chapter 89.08 RCW.

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 2014 Work Plan as approved by the Conservation District Board of Supervisors and Annual Report of Accomplishments. Due Date: July 31, 2014.

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

Deliverables: Written summary of specific projects for which technical assistance or planning assistance was provided. Utilize Excel spreadsheet, which was developed for specific projects.
Due Date: December 31, 2014.

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

Deliverables: Written report on Critical Area Stewardship Plan assistance provided.
Due Date: December 31, 2014.

3. Assist County and agricultural landowners with planning to protect existing fish and wildlife habitat on agricultural lands.

Deliverables: Written summary of assistance, reports and plans developed
Due Date: December 31, 2014.

4. Provide public notification and public assistance regarding the aerial herbicide spraying performed by forest landowners in Jefferson County; document, monitor and review the aerial herbicide spraying.

Deliverables: Brief written summary of activities and findings from this task.
Due Date: December 31, 2014.

5. Provide technical assistance to the Watershed Planning Units and the County during WRIA watershed planning processes.

Deliverables: Brief written summary of activities and accomplishments from this task.
Due Date: December 31, 2014.

Section 2. Term

This Agreement shall be for a term of one year, commencing on January 1, 2014 and ending on December 31, 2014, except for quarterly reports whose term ends January 31, 2015 or when the fourth quarter report is filed, whichever is last, unless this Agreement is terminated as provided herein. All work consistent with the Services to be Performed and performed prior to the execution of this Agreement is hereby ratified.

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 \$46,100 for the calendar year 2014. Payments shall be made quarterly on a pro-rated basis and shall be payable on or after February 1; May 1; August 1 and November 1, 2014 as invoiced by the Conservation District. Payments are predicated on the deliverables and deadlines in Section 1; providing the quarterly reports defined in Section 9, and providing the County with the certificates of insurance coverage described in Section 6.

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. Inspection of records. All Conservation District records with respect to any matters covered by this Agreement shall be made available to the County at any time during normal business hours to allow the County to verify quarterly reports, deliverables and expenditures, and to inspect, audit and make copies of any relevant data.

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 at its own expense and hold harmless the County, its officers, employees and agents from all claims, demands, or suits at law or equity arising in whole or in part, directly or indirectly, from the Conservation District's negligence, omissions or breach of any of its obligations under this Agreement.

The Conservation District specifically assumes potential liability for actions brought against the County by the Conservation District's employees, including all other persons engaged in the performance of any work or service required of the Conservation District under this Agreement and, solely for the purpose of this indemnification and defense, the Conservation District specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Conservation District recognizes that this waiver was specifically entered into pursuant to provisions of RCW 4.24.115 and was subject of mutual negotiation.

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:

1. Worker's Compensation and Employer's Liability Insurance as may be required by the State of Washington.
2. 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 \$1,000,000 per occurrence in connection with Conservation District's performance of the contract, including:
 - a. Owned Automobiles;
 - b. Hired Automobiles; and
 - c. Non-owned Automobiles.
3. General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000.00) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$1,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the contract specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - a. Broad Form Property Damage, with no employee exclusion;
 - b. Personal Injury Liability, including extended bodily injury;

- c. Broad Form Contractual/Commercial Liability – including: completed operations;
- d. Premises – Operations Liability (M&C);
- e. Independent Contractors and subcontractors;
- f. Blanket Contractual Liability.

4. Said commercial automobile liability policy and general commercial liability policy shall name the County as an additional insured and shall include a provision prohibiting cancellation or reduction of coverage of said policy except upon thirty (30) days prior written notice to the County. Certificates of coverage as required by this Section shall be delivered to the County within thirty (30) days of execution of this Agreement.

All insurance policies obtained by Conservation District in order to comply with this Section shall be primary as against any policy of insurance or joint self-insurance obtained and retained by the County.

It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

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 quarterly report to the County of services rendered under this agreement. The report shall contain a brief summary of the work performed pursuant to this agreement, including a breakdown of progress and funds expended on tasks and deliverables outlined in Section 1.

Duplicate copies of the quarterly report shall be submitted on or before April 30, July 31, October 31, 2014 and January 31, 2015 to the Jefferson County Administrator, P.O. Box 1220, Port Townsend, WA 98368; and to the Director of Environmental Health, Jefferson County Public Health, P.O. Box 1220, Port Townsend, WA 98368. The County Administrator, or his/her designee shall be the County's contact person for this Agreement.

Section 10. Termination

1. 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 only be liable for payment for services rendered prior to the effective date of termination.

- 2. This agreement may also be terminated as provided below:
 - a. With 14 days' notice by the Board of County Commissioners (or their designee) for the Conservation District's default or non-performance of responsibilities under this Agreement. 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.
 - b. 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 of _____, 2014.

**Board of County Commissioners,
Jefferson County, Washington**

Jefferson County Conservation District

John Austin, Chair

date

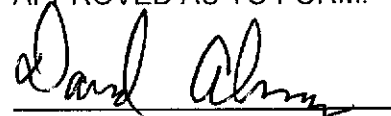
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ATTEST:

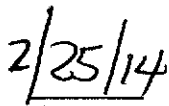
Carolyn Avery,
Deputy Clerk of the Board

date

APPROVED AS TO FORM:



David Alvarez,
Chief Civil Deputy Prosecutor



date