

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Carl Smith, Director *CS*
Stacie Hoskins, Planning Manager *SH*
Donna Frostholt, Associate Planner *DF*

DATE: May 19, 2014

SUBJECT: Approval of an Agreement Extension to the Professional Services Contract between Hood Canal Coordinating Council and Department of Community Development for In-lieu Fee Grant

STATEMENT OF ISSUE:

Jefferson County Department of Community Development (DCD) has been participating as an Interagency Review Team (IRT) member for an In-lieu Fee mitigation (ILF) program since October 2011 and has been working on an ILF grant since July 1, 2012. The Board of County Commissioners (BoCC) authorized DCD to work on this grant on October 1, 2012 and approved a grant extension on February 24, 2014 (that allowed DCD to continue working on the grant through April 30, 2014). However, not all work items for this grant were completed by Hood Canal Coordinating Council (HCCC) and the member counties prior to the April 30, 2014 deadline. HCCC has received another extension from Washington Department of Ecology to allow local IRT participation in the ILF program, and is requesting that Jefferson County (and other member counties) sign an Agreement Extension. This grant extension would allow DCD to continue working on the ILF grant until December 31, 2014.

The ILF program provides an applicant with another mitigation option for development conducted near aquatic resources (e.g., shorelines, critical areas, buffers). Applicants now have an opportunity to write a check to cover the cost of mitigation (and HCCC would be responsible for developing and implementing a mitigation project) rather than the applicant being held responsible for preparing and implementing mitigation.

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

The benefit of approving the HCCC Agreement Amendment is that DCD can continue to work on this grant and complete some of the grant tasks. Work on this grant brings revenue in to DCD. There are no negative ramifications of approving the agreement extension.

The Professional Services Contract was reviewed by David Alvarez and approved as to form prior to BoCC signature on October 1, 2012. The language of the Agreement Amendment does not change the Professional Services Contract except for the grant end date (Agreement Amendment revises the due date from April 30, 2014 to December 31, 2014).

FISCAL IMPACT/COST-BENEFIT ANALYSIS:

The budget for this fiscal year is based on DCD bringing in \$9,000 from the ILF grant. The grant match is being paid by HCCC; therefore, no additional funds from the County would be needed to continue working on this grant.

RECOMMENDATION:

DCD recommends that the BoCC authorize the Agreement Amendment (effective May 1, 2014) to the Professional Services Contract between HCCC and DCD.

REVIEWED BY:

Philip Morley, County Administrator

Date

AGREEMENT AMENDMENT

This Agreement Amendment is made and entered into between Jefferson County Department of Community Development, hereinafter "Contractor", and the Hood Canal Coordinating Council, hereinafter "HCCC."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their original Agreement dated March 1, 2012, shall be amended to renew and extend the original Agreement and Exhibit A for work performed under HCCC ILF Implementing Watershed Characterization in Hood Canal, Ecology Grant Agreement Number G1200453, as per the amended Exhibit A - Scope of Work, budget, service deliverables and term, as included herein.

Except as expressly provided herein, all other terms and conditions of the original Agreement, and any subsequent amendments, addenda or modifications thereto, remain in full force and effect.

This Amendment shall become effective as of May 1, 2014.

Dated this 1st day of May 2014

Dated this _____ day of _____

For Hood Canal Coordinating Council

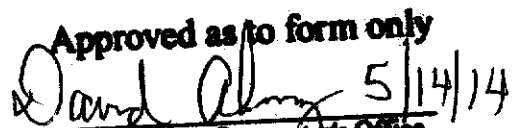
For Jefferson County Department of Community Development:


Scott Brewer, Executive Director

**BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON**

David Sullivan, Commissioner

John Austin, Commissioner

Approved as to form only
 5/14/14
Jefferson Co. Prosecutor's Office
David Alvarez, Chief Civil DPA

Phil Johnson, Commissioner

EXHIBIT A – SCOPE OF WORK

HCCC ILF Implementing Watershed Characterization in Hood Canal

Grant Agreement Number G1200453

Jefferson County

Extension Budget and Tasks

ILF Task 4 (Nearshore Tool development): \$3,040.00

Donna Frostholm 36 hours

Stacie Hoskins 2 hours

Jodi Adams 2 hours

ILF Task 5 (IRT Meetings and Site visits): \$3,100.00

Donna Frostholm 38 hours

Jodi Adams 2 hours

ILF Task 8 (County Implementation): \$3,878.00

Donna Frostholm 24 hours

Stacie Hoskins 5 hours

Jodi Adams 3 hours

Colleen Zmolek 5 hours

Jefferson County staff – 7 staff 2 hours each

Deliverables:

ILF 4 Nearshore Tool - training meeting notes/materials

Revised Tool - review meeting notes

ILF 5 IRT meeting notes - up to 3 meetings

IRT field review of potential receiving sites - summary notes

ILF 8 County training materials

TOTAL: \$10,018.00

Duration: May 1, 2014 through December 31, 2014

Hood Canal Coordinating Council

JEFFERSON, KITSAP & MASON COUNTIES
PORT GAMBLE S'KLALLAM & SKOKOMISH TRIBES
STATE & FEDERAL AGENCIES

AGREEMENT EXTENSION

Effective Date: January 1, 2014

This is an extension to the Agreement between The Hood Canal Coordinating Council and Jefferson County Community Development, originally dated March 1, 2013, for services performed on Implementing Watershed Characterization in Hood Canal (otherwise known as ILF-IWP), to extend the service deliverables date from December 31, 2013 to April 30, 2014.

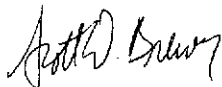
We hereby bind our respective entities with our signatures to the elements in this Agreement.

Dated: January 2, 2014

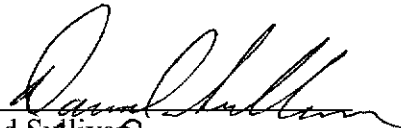
Dated: 2/24/14

For:
Hood Canal Coordinating Council

For:
Jefferson County



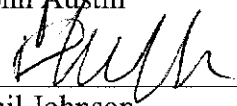
Scott D. Brewer, Executive Director



David Sullivan



John Austin



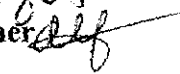


Phil Johnson

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Carl Smith, Director 
Stacie Hoskins, Planning Manager 
Donna Frostholt, Associate Planner 

DATE: February 24, 2014

SUBJECT: Approval of an Agreement Extension to the Professional Services Contract between Hood Canal Coordinating Council and Department of Community Development for In-lieu Fee Grant

STATEMENT OF ISSUE:

Jefferson County Department of Community Development (DCD) has been participating as an Interagency Review Team (IRT) member for an In-lieu Fee mitigation (ILF) program since October 2011 and has been working on an ILF grant since July 1, 2012. The Board of County Commissioners (BoCC) authorized DCD to work on this grant on October 1, 2012 and the grant was to end by December 31, 2013. However, Hood Canal Coordinating Council (HCCC), the project consultant, and the member counties were not able to complete all the grant tasks prior to the deadline. Washington Department of Ecology extended the grant deadline for HCCC until April 30, 2014. HCCC is requesting that Jefferson County (and other member counties) sign an Agreement Extension. This grant extension would allow DCD to continue working on the ILF grant until April 30, 2014.

The ILF program provides an applicant with another mitigation option for development conducted near aquatic resources (e.g., shorelines, critical areas, buffers). Applicants now have an opportunity to write a check to cover the cost of mitigation (and HCCC would be responsible for developing and implementing a mitigation project) rather than the applicant being held responsible for preparing and implementing mitigation.

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

The benefit of approving the HCCC Agreement Extension is that DCD can continue to work on this grant and complete some of the grant tasks. Work on this grant brings revenue in to DCD. There are no negative ramifications of approving the agreement extension.

The Professional Services Contract was reviewed by David Alvarez and approved as to form prior to BoCC signature on October 1, 2012. The language of the Agreement Extension does not change the Professional Services Contract except for the grant end date (Agreement Extension revises the due date from December 31, 2013 to April 30, 2014).

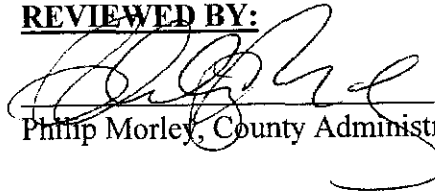
FISCAL IMPACT/COST-BENEFIT ANALYSIS:

The budget for this fiscal year is based on DCD bringing in \$10,000 from the ILF grant. The grant match is being paid by HCCC; therefore, no additional funds from the County would be needed to continue working on this grant.

RECOMMENDATION:

DCD recommends that the BoCC authorize the Agreement Extension to the Professional Services Contract between HCCC and DCD.

REVIEWED BY:


Philip Morley, County Administrator

2/19/14
Date

cc: DCD 10-1-12
AMd.

Rebin: Ongoing.

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE HOOD CANAL COORDINATING COUNCIL
AND
JEFFERSON COUNTY COMMUNITY DEVELOPMENT**

THIS AGREEMENT is made affective this 1st day of March, 2012, between Hood Canal Coordinating Council (HCCC) and Jefferson County Community Development (Contractor). The parties agree as follows:

1. DEFINITIONS. -- For purposes of this Agreement, the term -

(a) "Hood Canal Coordinating Council" means Hood Canal Coordinating Council, also referred to as HCCC, a Washington Corporation, and its directors, officers, employees and agents;

(b) "Contractor" means the Contractor and its directors, officers, employees, agents and subcontractors;

(c) "Contract Representative" means the person designated to serve as representative of HCCC and the Contractor for purposes of administration of this Agreement; and

(d) "Invoice" means the documentation required by HCCC to verify performance by Contractor of services rendered under this Agreement. The invoice shall include the description of work performed by Contractor. The invoice shall provide a progress report describing all activities accomplished for the period being invoiced.

2. SERVICES TO BE PERFORMED AND DELIVERABLES. -- The Contractor agrees to provide services to HCCC as described in Exhibit A.

3. COMPENSATION. --

(a) Except as provided in subsection (b) and (c), HCCC agrees to pay Contractor on a quarterly basis following submittal and approval of a correct invoice documenting services rendered and costs incurred, in a manner, at an hourly rate and in an amount stipulated in Exhibit A. Invoices and back-up documentation for reimbursement of costs may be submitted monthly.

(b) Contractor's invoice shall indicate dates of service and time spent on date providing service under this Agreement. Contractor shall submit each invoice to HCCC's Contract Representative for review and approval prior to payment. HCCC must receive correct and complete invoices within 60 days of the Agreement expiration date. Late invoices will be paid at the discretion of

HCCC and are contingent upon the availability of funds. Failure to submit a properly completed IRS Form W-9 may result in delayed payments.

(c) HCCC may, at its sole discretion, retain up to 10 percent of the amount otherwise due and owing under each invoice until Contractor completes all work described in Exhibit A, or otherwise authorized by HCCC.

(d) The total amount payable under the Contract by the HCCC to the Contractor in no event will exceed \$30,600.

4. OTHER EXPENSES. -- Payment for miscellaneous expenses is specified in Exhibit A. Any request over the category amount will not be honored without prior approval by HCCC Contract Representative.

5. TERM. -- The term of this Agreement commences on the effective date set forth above and continues until December 31, 2013 or until terminated by the parties. This Agreement may be terminated by either party without cause 30 days following written notice to the other party. All rights, duties, and obligations accrued under this Agreement shall survive after termination.

6. TRAINING. -- Contractor acknowledges that no training will be provided to Contractor under this Agreement. Contractor warrants and represents that its personnel are fully trained to perform services required under this Agreement and that additional training provided by HCCC will be unnecessary.

7. INDEPENDENT CONTRACTOR STATUS. --

(a) Contractor shall act as an independent contractor, and in no way shall be considered an employee of HCCC. Contractor is not required to report to HCCC's offices at any specific time, except as requested for occasional consultations. HCCC does not have the right to assign any additional projects to Contractor. Contractor shall choose the time and manner for performing each part of the services described in Exhibit A according to its own routines and schedules, independent from HCCC's normal business operations.

(b) Contractor shall be responsible for payment of all taxes, insurance and other obligations relating to its performance of services under this Agreement. Contractor shall provide HCCC with verification of its -

(1) Unified business identifier number from the state of Washington and that its business license is in good standing, if applicable;

(2) Washington State Department of Revenue account and that the account is in good standing, if applicable;

(3) Washington State Labor and Industries account and that the account is in good standing or that the Contractor is exempt from the state's industrial insurance requirements; and

(4) All other necessary licenses and permits to perform the work specified in Exhibit A.

(c) Contractor acknowledges that Contractor will not qualify for benefits which may be available if classified as an employee. In the event that the Internal Revenue Service (IRS) successfully asserts that Contractor is not or was not an independent contractor for any period during the term of this Agreement and reclassifies Contractor as an employee, Contractor agrees to complete, sign and deliver IRS Form 4669 (Employee Wage Statement) to HCCC for any tax period affected. HCCC shall then file the Form 4669 with the IRS (along with IRS Form 4670 "Request for Relief From Payment of Income Tax Withholding") to offset against HCCC's withholding obligation.

(d) Contractor acknowledges that it will be liable to HCCC for any industrial insurance premiums or any other premiums or fees that HCCC is required to pay on its behalf under RCW 51.12.070, or any other applicable statute, regulation or ordinance, to the State of Washington or local jurisdiction.

8. NON-EXCLUSIVE CONTRACT. -- This Agreement is non-exclusive. Contractor reserves the right to perform services for others during the term of the Agreement.

9. MATERIALS AND EQUIPMENT. -- Contractor shall provide all materials and equipment necessary to perform its obligations under this Agreement: Provided, however, that Contractor may use office equipment located in the offices of HCCC, as available, and provided however, that if "Other Expenses" have been awarded as part of this agreement, HCCC will purchase said supplies and services on behalf of the Contractor as part of this Agreement.

10. INDEMNIFICATION. -- Each party agrees to defend and indemnify the other party and its elected and appointed officials, officers, employees and agents against all claims, losses, damages, suits and expenses, including reasonable attorneys' fees and costs, to the extent they arise out of, or result from, the negligence or willful misconduct of the indemnitor or its elected or appointed officials, officers, employees and agents in the performance of this Agreement. The indemnitor's duty to defend and indemnify extends to claims by the elected or appointed officials, officers, employees or agents of the indemnitor or of any contractor or subcontractor of indemnitor. The indemnitor waives its immunity under Title 51 (Industrial Insurance) of the Revised Code of Washington solely for the purposes of this provision and acknowledges that this waiver was

mutually negotiated. This section shall survive the expiration or termination of this Agreement.

(a) Contractor hereby indemnifies and holds harmless HCCC from:

(1) all claims and liabilities resulting from negligent acts or omissions by Contractor under this Agreement; and

(2) any additional taxes, interest and penalties due from Contractor or HCCC resulting from reclassification in the event the IRS or any state or local taxing authority successfully asserts that Contractor is not or was not an independent contractor for any period during the term of this Agreement and reclassifies Contractor as an employee.

(b) HCCC hereby indemnifies and holds harmless Contractor from all claims and liabilities resulting from negligent acts or omissions by HCCC under this Agreement.

11. INSURANCE. -- Contractor shall provide HCCC with a certificate of insurance or proof of self-insurance which is effective during the duration of this Agreement.

12. BUSINESS LICENSES AND TAXES. -- Contractor shall, at its own expense, secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorization, and comply with all applicable Federal, State and local regulations.

13. CONFIDENTIALITY. -- Information produced or made available to the Contractor shall not be disclosed to others or used for any other purpose, except as required under this Agreement, without prior written approval by HCCC. Personal and confidential information including, but not limited to protected health information collected, used or acquired in connection with this Agreement shall be used solely for the purposes of this Agreement. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information. For the purposes of this provision, personal information includes but is not limited to information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers. If responding to a Public Records Act request for production under Chapter 42.56 RCW in which responsive public records include records related to this

Agreement, the Contractor agrees to notify and discuss with the HCCC requests for all information that are part of this agreement, prior to disclosing the information. This Agreement is a Public Record subject to the requirements of Chapter 42.56 RCW and can be released by the Contractor pursuant to a request for Public Records without the permission of the HCCC.

14. OWNERSHIP OF PRODUCTS PRODUCED UNDER THIS CONTRACT. -- All data and products developed under this Agreement, excluding copyrighted material used with permission, or other public data that cannot be copyrighted, shall become the sole property of the HCCC. Permission for its subsequent use must be obtained from the HCCC prior to that use. That permission shall not be unreasonably withheld.

15. INSPECTION AND RETENTION OF RECORDS. --The Contractor shall make all financial records, supporting documents, and all other pertinent records, available to HCCC for inspection, with respect to all matters related to this Agreement. Records shall be retained for a period of six years after final payment has been made.

16. APPLICABLE LAW. -- This Agreement shall be construed and enforced under the laws of the State of Washington, irrespective of the fact that any one of the parties is now or may become a resident of another state. Venue for any action under this Agreement shall lie in Jefferson County, Washington.

17. MODIFICATION. -- This Agreement may not be waived, discharged or modified in any manner other than by written agreement of the parties.

18. SEVERABILITY. -- No provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision or provisions of this Agreement be unenforceable for any reason, the party finding itself unable to enforce said provision(s) may, at its sole discretion, declare this entire Agreement to be null and void.

19. WAIVER. -- If either party fails to exercise its rights under this Agreement, it shall not be precluded from subsequent exercise of its rights. A failure to exercise rights shall not constitute a waiver of any other rights under this Agreement, unless stated in a letter signed by authorized representative of the party and attached to the original agreement.

20. COSTS AND ATTORNEYS FEES. -- If either party brings any action against the other for relief, declaratory or otherwise, arising out of this Agreement, then each party shall be responsible for its costs and attorneys' fees, including costs and attorneys' fees incurred to enforce any judgment rendered pursuant to this Agreement.

21. SPECIFIC PERFORMANCE. -- The parties recognize the difficulty measuring damages resulting from default under this Agreement. Consequently, and in the event of default, the nondefaulting party, in addition to any other rights or remedies, shall be entitled to restraint by injunction of a violation, or attempted or threatened violation, of any condition or provision of this Agreement, or to a degree specifically compelling performance of any such condition or provision. In any event, the parties expressly waive the defense that a remedy in damages or at law would be adequate.

22. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. -

(a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

- (1) recruitment, advertising, and job application procedures;
- (2) hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (3) rates of pay or any other form of compensation and changes in compensation;
- (4) job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (5) leaves of absence, sick leave, or any other leave;
- (6) fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (7) selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (8) activities sponsored by the Contractor including social or recreational programs; and
- (9) any other term, condition, or privilege of employment.

(b) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

(c) In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

(d) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

(e) The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

(f) The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

23. SPECIAL TERMS AND CONDITIONS. -

(a) Commercial Goods or Services: Contractor shall fully comply with the standards in Section 210(a)-(d) of OMB Circular A-133.

(b) Suspension and Debarment: Contractor shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)." The Contractor, by signature of this Agreement, certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded in any Federal department or agency from participating in transactions.

(c) Recycled Paper: Contractor agrees to submit reports to project manager in portable document format (.pdf) or otherwise use recycled paper and double-sided printing for all reports which are prepared as part of this agreement.

(d) Trafficking in Persons: You as the Contractor, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this award.

(e) ACORN Funding Restriction: No funds provided under this Agreement may be used for sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

(f) Audit Requirements: Contractor shall fully comply with requirements of the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," if applicable.

(g) Allowable Costs: Contractor shall submit expenditures that meet the test of the appropriate OMB Circular.

(h) Nondiscrimination: During the performance of this Agreement, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

(i) Publicity: The Contractor agrees to submit to HCCC all advertising and publicity matters relating to this Agreement where HCCC or the Washington State Department of Ecology's name is mentioned or language used from which the connection of these entities name may be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of HCCC.

(j) Lobbying: The Contractor's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The Contractor shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

(k) Subcontracting: The Contractor shall not enter into subcontracts for any of the work contemplated under this agreement without prior written

approval of HCCC. The Contractor is fully responsible for all contractual obligations, financial or otherwise, to their subcontractors.

(l) Volunteers: If the Contractor uses volunteers to contribute toward the restoration or monitoring project, this information will be conveyed to the HCCC by submitting a sign-in sheet indicating the name and number of volunteer hours for each person.

(m) Cultural and Historic Preservation: The Contractor must comply with all requirements listed in Section 106 of the National Historic Preservation Act prior to implementing any project that involves disturbing soil. The Contractor must conduct and submit a cultural resources survey or submit an EZ-1 Form to the HCCC project manager prior to any soil disturbing activities.

24. CONTRACTOR NON PERFORMANCE. -- The Contractor is excused from its non performance of an obligation under this agreement if the non-performance is caused by any act, omission, event or condition that is outside of the Contractor's reasonable control. This includes, but is not limited to, the failure of any person, party or organization to provide the Contractor with the information or capabilities necessary to enable the Contractor to perform its obligations in the manner, and by the deadlines, specified in the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

Hood Canal Coordinating Council

Scott Brewer/RZ

Date: October 10, 2012

Contractor

John Amsh

Date: October 1, 2012

Contract Representatives:

Scott Brewer, Executive Director
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 122
Poulsbo, WA 98370
Telephone: 360-394-0046

Name, Title
Jefferson County Community Development
621 Sheridan Street
Port Townsend, WA 98368-2439
Telephone: 360-379-4450
UBI No. 161-001-169
EIN: 91-6001322
DUNS: ---

Project Managers:

Richard Brocksmith
Director for Habitat Programs
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 122
Poulsbo, WA 98370
Telephone: 360-394-7999

Stacie Hoskins and/or Donna Frosthalm
Jefferson County Community Development
621 Sheridan Street
Port Townsend, WA 98368-2439
Telephone: 360-379-4450

EXHIBIT A

EPA/Ecology/Commerce Grant – Tasks ILF 6, ILF 7, and ILF 8

This scope of work and cost estimate has been prepared for work to be completed by Jefferson County under the EPA/Ecology/Commerce grant for in-lieu fee mitigation (ILF) work. The following tasks and deliverables were taken from the November 14, 2011 *Implementing Watershed Characterization in Hood Canal* document prepared by Hood Canal Coordinating Council (HCCC).

The scope of work assumes the following:

- Any reference to a review of shoreline master program (SMP) regulatory requirements means that both the current SMP and the proposed SMP update will be reviewed by County staff.
- The target dates will be used (unless noted otherwise in the text below) and that the County will coordinate with HCCC to meet the 2012 deadlines outlined in the *Implementing Watershed Characterization in Hood Canal* document.
- The staff time estimates below assume that up to three planners will work on the project, with all deliverables reviewed by the Planning Manager. Staff time includes some administrative work, which will also be needed to complete each of the tasks. For this reason, Jefferson County has used an average of \$50 per hour to estimate the cost of completing ILF6, ILF 7, and ILF 8. Based on this, Jefferson County staff will have 612 hours to work on tasks ILF 1 through ILF 8. Of the 612 hours, approximately 508 hours (83 percent) are needed to completed ILF 6, ILF 7, and ILF 8, as described below. The remaining 104 hours will be used by the County to assist HCCC with ILF 1 through 5.
- Administrative time needed to complete each task includes, but is not limited to, record management, billing, and submitting materials to HCCC.
- The totals below reflect staff time needed to complete the three ILF tasks. Other project-related expenses are not included in this estimate; therefore, staff time may need to be adjusted to account for any other expenses incurred during the course of the project.

ILF 6: IDENTIFY OPPORTUNITIES TO ENABLE WATERSHED-BASED MITIGATION IN EXISTING COUNTY ORDINANCES

Documentation of potential policy and/or regulatory barriers to offsite/ILF mitigation

- Jefferson County staff will review the county comprehensive plan, critical areas ordinance, and shoreline master program for mitigation code requirements.
- County staff will identify any language in the comprehensive plan, the critical areas ordinance, and the shoreline master program that limits or prohibits off-site or watershed-based mitigation or the use of ILF mitigation as compensation for development impacts.
- County staff will also identify those sections of the critical areas ordinance and shoreline master program that allow for off-site or watershed-based mitigation and that would be consistent with allowing an applicant to use ILF mitigation.
- County staff will consider other county regulatory requirements (e.g., density, flood development) within the Jefferson County Code to ensure that all potential barriers and opportunities to using ILF mitigation are documented.

- Based on the above analysis of Jefferson County policies and regulatory requirements along with input from HCCC and its contractors, County staff will either prepare a written document that identifies any limitations to implementing an ILF mitigation program or assist HCCC in documenting limitations.

Documentation of alternative mitigation strategies counties would like to pursue

- Based on the review completed for the above deliverable, County staff will document any code sections in the critical areas ordinance or the shoreline master program that encourage alternative means of providing mitigation.
- County staff will identify the types of development proposals that require mitigation and identify mitigation strategies that would adequately compensate for those impacts, with emphasis on ILF mitigation. This analysis will be based on the types of applications that have come into the County in the past. It is assumed at this point that, under certain circumstances, the County may want to use alternative types of mitigation, such as ILF, for development proposals that do not have a federal nexus.
- County staff will also consider alternative mitigation strategies within the context of the County Comprehensive Plan and all other Jefferson County Code chapters pertaining to land use and zoning (such as Chapter 15.15 – Flood Damage Prevention) to ensure that any strategies identified could be implemented.

To complete the deliverables described above for this task, it is estimated that Jefferson County staff will need 236 hours (approximately \$11,800 in labor) as follows:

- Planning Manager – 24 hours;
- Planners – 188 hours; and
- Administrative – 24 hours.

Target date for completion is November 30, 2012.

ILF 7: SUPPORT COUNTY AND HCCC EFFORTS TO CODIFY MITIGATION IMPROVEMENTS

Policy and regulatory language enabling ILF mitigation

- Jefferson County will draft language to be used to allow alternative forms of mitigation for development impacts to wetlands, fish and wildlife habitat conservation areas, and associated buffers.
- As part of this task, Jefferson County will determine if modifications to the Jefferson County Code (and SMP update) can be addressed administratively (such as a Jefferson County Code Interpretation) or if the Jefferson County Code must be revised using the typical GMA process. It should be noted that if the usual GMA process (which involves public meetings, code revision review by the county planning commission, and adoption of an ordinance by the Jefferson County Board of County Commissioners) is needed, then it may not be possible to meet the target date of October 30, 2013 for this deliverable.

Draft and final interlocal agreements

- Jefferson County staff will coordinate with HCCC to prepare interlocal agreements for alternative forms of mitigation, such as ILF. It is assumed that the final interlocal agreement will be consistent with U.S. Army Corps of Engineers (Corps) and Washington Department of Ecology (Ecology) mitigation requirements when there is a federal nexus, and that the final agreement will also allow Jefferson County to use ILF mitigation in those situations where there is not a federal nexus.

Informational/educational materials for the public and decision-makers

- For this deliverable, Jefferson County assumes that much of the information will be drafted by HCCC and that Jefferson County staff will provide input during the process of preparing the materials. Jefferson County assumes that the materials will be consistent with Corps and Ecology requirements for mitigation, but that the materials could also be used if there is no federal nexus.
- Jefferson County Department of Community Development currently has a Watershed Resource Center with Planning Coaches available to assist individuals with the permitting process. As part of this service, Jefferson County can make the ILF materials available to the public.
- Jefferson County staff will ensure that the final version of the materials is available as hard copies in the Watershed Resource Center and available online. The materials could also be handed out when Jefferson County Department of Community Development meets with individuals from organization who need permitting information such contractors and realtors.
- Jefferson County assumes that the content of the informational/educational material would include, but is not limited to, explaining the ILF mitigation option, identifying when off-site mitigation may be a preferable option, presenting how alternative forms of mitigation meet the intent of Jefferson County Code requirements to protect the environment, and identifying what an applicant needs to submit to use ILF mitigation.

To complete the deliverables described above for this task, it is estimated that Jefferson County staff will need 195 hours (approximately \$9,750 in labor) as follows:

- Planning Manager – 20 hours;
- Planners – 155 hours; and
- Administrative – 20 hours.

Target date for completion is October 30, 2013.

ILF 8: SUPPORT INITIAL COUNTY IMPLEMENTATION

Implementation and reporting mechanisms for frontline staff

- Jefferson County staff will coordinate with HCCC to develop protocols for implementing ILF mitigation consistent with the ILF Instrument. As part of this deliverable, County staff will provide information to HCCC to track ILF mitigation that is conducted within Jefferson County.

- Jefferson County will review impact assessments for each application submitted for compliance with ILF requirements to ensure the proposal complies with Jefferson County Code mitigation requirements, including those specific to the ILF program.

To complete the deliverables described above for this task, it is estimated that Jefferson County staff will need 77 hours (approximately \$3,850 in labor) as follows:



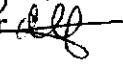
- Planning Manager – 8 hours;
- Planners – 61 hours; and
- Administrative – 8 hours.

Target date for completion is November 30, 2013.

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Carl Smith, Director 
Stacie Hoskins, Planning Manager 
Donna Frostholt, Associate Planner 

DATE: October 1, 2012

SUBJECT: Approval of a Professional Services Contract between Hood Canal Coordinating Council and Department of Community Development for In-lieu Fee Grant

STATEMENT OF ISSUE:

Jefferson County Department of Community Development (DCD) has been participating as an Interagency Review Team (IRT) member for an In-lieu Fee mitigation (ILF) program since October 2011. The ILF program is co-chaired by the U.S. Army Corps of Engineers (Corps) and Washington Department of Ecology, with Hood Canal Coordinating Council (HCCC) as the sponsor of the ILF program. The Corps is authorized to use ILF as a form of mitigation for federal permitting and is providing grant funding to HCCC, which HCCC would then distribute to the three member counties and to tribes. Based on the work plan, ILF grant funding would be used by DCD staff to: (1) contribute to the process of identifying a list of potential mitigation roster sites in Jefferson County; (2) review the Jefferson County Code (JCC) to determine if the current critical areas ordinance (CAO) allows for use of in-lieu fee mitigation; and (3) revise the JCC, as necessary, to allow for ILF as a form of mitigation.

Currently, an applicant is responsible for preparing and implementing mitigation plans. However, under the ILF program, an applicant would have an opportunity to write a check to cover the cost of mitigation, and HCCC would be responsible for developing and implementing the mitigation project.

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

The benefits of an ILF program in Jefferson County include:

1. Federal and local mitigation requirements could more easily be coordinated for applicants;
2. This program is expected to provide more effective mitigation within a landscape context;
3. The grant would provide departmental revenue that could be billed out this fiscal year; and
4. The public would benefit from economies of scale for projects and expertise of program administrators.

If any revisions to the JCC are needed to allow for ILF mitigation, work on a CAO update would have to start in early 2013 (i.e., prior to 2015). Therefore, if an update is needed, the update must be limited to amending the CAO to include ILF mitigation only (i.e., no other revisions to the CAO would be drafted by DCD staff as part of the grant).

The Professional Services Contract has been reviewed by David Alvarez and approved as to form.

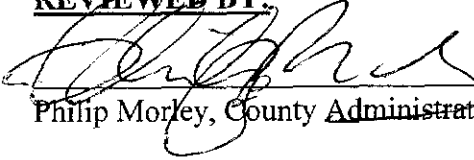
FISCAL IMPACT/COST-BENEFIT ANALYSIS:

The grant would provide DCD with \$30,600 to assist in identifying a roster list of in-lieu fee mitigation sites in Jefferson County and reviewing (and possibly revising) the JCC to allow for the use of in-lieu fee mitigation for permitting. Of the total amount that would be authorized under the grant, approximately \$13,400 could be used 2012 and \$17,200 would be budgeted for staff in 2013. The grant match is being paid by HCCC; therefore, no additional funds from the County would be needed to work on this grant.

RECOMMENDATION:

DCD recommends that the BoCC authorize the Professional Services Contract between HCCC and DCD.

REVIEWED BY:


Philip Morley, County Administrator

9/26/12
Date