



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Pinky Feria Mingo, Environmental Health and Water Quality Director
Michael Dawson, Water Quality Manager

DATE: June 12, 2023

SUBJECT: Agenda item – Jefferson County Conservation District Professional Services Agreement; March 1, 2023 – November 30, 2025; \$85,065.00

STATEMENT OF ISSUE:

Jefferson County Public Health, Environmental Health Division, requests Board approval of this agreement for Jefferson County Conservation District Professional Services; March 1, 2023 – November 30, 2025; \$85,065.00.

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

The Jefferson County Conservation District is retained to perform water quality monitoring activities, agricultural best management planning, and public outreach in the Chimacum and Port Hadlock areas. JCCD will assist Jefferson County Public Health in the development of an Ecology-approved Quality Assurance Project Plan (QAPP), assist with water quality monitoring and outreach, and write a Chimacum Watershed Management & Restoration Plan.

The scope of work for this project was included in the planning for the the Chimacum-Hadlock Pollution Identification and Correction Project, January 2023 – December 2025, the Ecology agreement for which was approved by the BoCC on February 13, 2023.

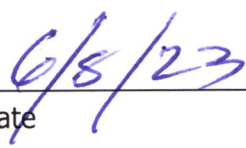
FISCAL IMPACT/COST BENEFIT ANALYSIS:

Funding for the project is provided by Jefferson County Public Health through the Chimacum-Hadlock Pollution Identification and Correction Ecology grant for \$85,065.00. In addition, Jefferson County Conservation District is providing \$28,580 in matching funds for a project total of \$113,645. There is no impact on the General Fund.

RECOMMENDATION:

JCPH management requests approval of the Jefferson County Conservation District Professional Services Agreement; March 1, 2023 – November 30, 2025; \$85,065.00.

REVIEWED BY:

Mark McCauley, County Administrator Date

PROFESSIONAL SERVICES AGREEMENT FOR
JEFFERSON COUNTY
and
JEFFERSON COUNTY CONSERVATION DISTRICT
FOR FUNDING 2023-2025

THIS PROFESSIONAL SERVICES AGREEMENT ("this Agreement") is entered into between the County of Jefferson, a municipal corporation ("the County"), and Jefferson County Conservation District ("the Contractor"), in consideration of the mutual benefits, terms, and conditions specified below.

1. Project Designation. The Contractor is retained by the County to perform the following Project: Chimacum-Hadlock Pollution Identification and Correction ("PIC") Project.
2. Scope of Services. The Contractor agrees to perform the services identified on Exhibit "A" attached hereto including the provision of all labor.
3. Time for Performance. This Agreement shall commence on March 1, 2023 and continue through November 30, 2025. Work performed consistent with this Agreement during its term, but prior to the adoption of this Agreement, is hereby ratified. The Contractor shall perform all services pursuant to this Agreement as outlined on Exhibit "A". Time is of the essence in the performance of this Agreement.
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 be made as provided on Exhibit "B" attached hereto, provided that the total amount of payment to the Contractor shall not exceed \$85,070 without express written modification of this Agreement signed by the County.
 - b. Invoices must be submitted by the 15th of the month for the previous month's expenses. Such invoices will be checked by the County, and upon approval thereof, payment will be made to the Contractor in the amount approved. Failure to submit timely invoices and reports pursuant to Exhibit "B" of this Agreement may result in a denial of reimbursement. Invoices not submitted within 60 days may be denied.
 - c. Final payment of any balance due the Contractor of the total contract price earned will be made promptly upon its ascertainment and verification by the County after the completion of the work and submittal of reports under this Agreement and its acceptance by the County.
 - d. The Contractor shall provide invoices and necessary backup documentation for all services including timesheets and statements (specifying the services provided).

Any indirect charges require the submittal of an indirect cost methodology and rate using 2 C.F.R. Part 255 and 2 C.F.R. Part 230.

- e. The Contractor's records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.
 - f. Payment as provided in this section shall be compensation up to 75% of total eligible costs for work performed, services rendered, and for all materials, supplies, and incidentals necessary to complete the work. The remaining 25% will be required as matching interlocal contributions.
 - g. Activities and expenses used as match will occur during the time frame of the grant, relate directly to the activities in the scope of work as provided on Exhibit A, and benefit the Chimacum watershed.
 - h. Eligible matching funds will be from local sources, federal sources other than Environmental Protection Agency funds, or state funds other than Ecology Centennial funds. The source of matching funds must be approved by the County according to Ecology guidelines.
5. Ownership and Use of Documents. All non-confidential or de-identified 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 The Contractor's endeavors. The Contractor shall not be held liable for reuse of documents or modifications thereof, including electronic data, by County or its representatives for any purpose other than the intent of this Agreement.
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. Audit. An audit will be submitted to the County upon request. Upon request, the Contractor will submit the most recent financial audit within 30 days.
- a. Upon request the County shall have the option of performing an onsite review of all records, statements, and documentation.
 - b. If the County finds indications of potential non-compliance during the monitoring process, the County shall notify the Contractor within ten (10) days. County and the Contractor shall meet to discuss areas of contention in an attempt to resolve issues.

- c. Audit will provide statements consistent with the guidelines of Reporting for Other Non-Profit Organizations AICPA SOP 78-10, and is performed in accordance with generally accepted auditing standards and with Federal Standards for Audit of Governmental Organizations, Programs, Activities and Functions, and meeting all requirements of 2 C.F.R. Part 200, as applicable.
8. Indemnification. The Contractor shall defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers (and their marital communities) harmless from any claims, injuries, damages, losses or suits, including attorney's fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. Should a court of competent jurisdiction determine this Agreement is subject to RCW 4.24.115 if liability for damages occurs arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, agents and volunteers (and their marital communities) the Contractor's liability, including the duty and cost to defend, shall be only for the Contractor's negligence. It is further specifically understood that the indemnification provided constitutes the Contractor's 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. This section shall survive the expiration or termination of this Agreement.
9. Insurance. Prior to commencing work, the Contractor shall obtain at its own cost and expense the following insurance coverage specified below and shall keep such coverage in force during the terms of this Agreement.
- a. 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 \$500,000 each occurrence with the County named as an additional insured in connection with the Contractor's performance of this Agreement. This insurance shall indicate on the certificate of insurance the following coverage: (a) Owned automobiles; (b) Hired automobiles; and, (c) Non-owned automobiles.
 - b. Commercial General Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 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:
 - i. Broad Form Property Damage, with no employee exclusion;
 - ii. Personal Injury Liability, including extended bodily injury;
 - iii. Broad Form Contractual/Commercial Liability – including coverage for products and completed operations;

- iv. Premises – Operations Liability (M&C);
 - v. Blanket Contractual Liability.
- c. Professional Liability Insurance. The Contractor shall maintain professional liability insurance against legal liability arising out of activity related to the performance of this Agreement, on a form acceptable to Jefferson County Risk Management in the amounts of not less than \$1,000,000 Each Claim and \$2,000,000 Aggregate. The professional liability insurance policy should be on an “occurrence” form. If the professional liability policy is “claims made,” then an extended reporting periods coverage (tail coverage) shall be purchased for three (3) years after the end of this Agreement, at the Contractor’s sole expense. The Contractor agrees the Contractor’s insurance obligation to provide professional liability insurance shall survive the completion or termination of this Agreement for a minimum period of three (3) years.
- d. The County shall be named as an “additional named insured” under all insurance policies required by this Agreement, except Professional Liability Insurance when not allowed by the insurer. In the alternative, either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by Chapter 48.62 RCW. In this regard, the parties understand that the party to this agreement who is a member of such a program is not able to name the other party as an “additional insured” under the liability coverage provided by the joint self-insurance program.
- e. Such insurance coverage shall be evidenced by one of the following methods: (a) Certificate of Insurance; or, (b) Self-insurance through an irrevocable Letter of Credit from a qualified financial institution.
- f. The Contractor shall furnish the County with properly executed certificates of insurance that, at a minimum, shall include: (a) The limits of overage; (b) The project name to which it applies; (c) The certificate holder as Jefferson County, Washington and its elected officials, officers, and employees with the address of Jefferson County Public Health 615 Sheridan Street, Port Townsend, WA 98368, and, (d) A statement that the insurance policy shall not be canceled or allowed to expire except on thirty (30) days prior written notice to the County. If the proof of insurance or certificate indicating the County is an “additional insured” to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Contractor to obtain the full text of that endorsement and forward that full text to the County. Certificates of coverage as required by this section shall be delivered to the County within fifteen (15) days of execution of this Agreement.
- g. Failure of the Contractor to take out or maintain any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations concerning indemnification of the County.

- h. The Contractor's 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, with the exception of Professional Liability Insurance, so affected shall protect both parties and be primary coverage for all losses covered by the above described insurance.
- i. Insurance companies issuing the policy or policies shall have no recourse against the County (including its employees and other agents and agencies) for payment of any premiums or for assessments under any form of policy.
- j. All deductibles in the above described insurance policies shall be assumed by and be at the sole risk of the Contractor.
- k. Any deductibles or self-insured retention shall be declared to and approved by the County prior to the approval of this Agreement by the County. At the option of the County, the insurer shall reduce or eliminate deductibles or self-insured retention, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- l. Any judgments for which the County may be liable, in excess of insured amounts required by this Agreement, or any portion thereof, may be withheld from payment due, or to become due, to the Contractor until the Contractor shall furnish additional security covering such judgment as may be determined by the County.
- m. Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Chapter 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide in order to comply with this Agreement.
- n. The County may, upon the Contractor's failure to comply with all provisions of this Agreement relating to insurance, withhold payment or compensation that would otherwise be due to the Contractor.
- o. The Contractor's liability insurance provisions shall be primary and noncontributory with respect to any insurance or self-insurance programs covering the County, its elected and appointed officers, officials, employees, and agents.
- p. Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the County, its officers, officials, employees, or agents.
- q. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- r. The Contractor shall require subcontractors to purchase their own insurance, consistent with the requirements of this Section.

- s. The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- t. The Contractor shall maintain all required insurance policies in force from the time services commence until services are completed. Certificates, insurance policies, and endorsements expiring before completion of services shall be promptly replaced. All the insurance policies required by this Agreement shall provide that thirty (30) days prior to cancellation, suspension, reduction or material change in the policy, notice of same shall be given to the Jefferson County Public Health Contracts Manager by registered mail, return receipt requested.
- u. The Contractor shall place insurance with insurers licensed to do business in the State of Washington and having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.
- v. The County reserves the right to request additional insurance on an individual basis for extra hazardous contracts and specific service agreements.

10. Worker's Compensation (Industrial Insurance).

- a. If and only if the Contractor employs any person(s) in the status of employee or employees separate from or in addition to any equity owners, sole proprietor, partners, owners or shareholders of the Contractor, the Contractor shall maintain workers' compensation insurance at its own expense, as required by Title 51 RCW, for the term of this Agreement and shall provide evidence of coverage to Jefferson County Public Health, upon request.
- b. Worker's compensation insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws.
- c. This coverage shall extend to any subcontractor that does not have their own worker's compensation and employer's liability insurance.
- d. The Contractor expressly waives by mutual negotiation all immunity and limitations on liability, with respect to the County, under any industrial insurance act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.
- e. If the County incurs any costs to enforce the provisions of this subsection, all cost and fees shall be recoverable from the Contractor.

11. 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. The Contractor specifically has the right to direct and control the

Contractor's own activities, and the activities of its subcontractors, employees, agents, and representatives, in providing the agreed services in accordance with the specifications set out in this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties. 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, including, but not limited to: retirement, vacation pay; holiday pay; sick leave pay; medical, dental, or other insurance benefits; fringe benefits; or any other rights or privileges afforded to Jefferson County employees. 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.

12. Subcontracting Requirements.

- a. The Contractor is responsible for meeting all terms and conditions of this Agreement including standards of service, quality of materials and workmanship, costs, and schedules. Failure of a subcontractor to perform is no defense to a breach of this Agreement. The Contractor assumes responsibility for and all liability for the actions and quality of services performed by any subcontractor.
- b. Every subcontractor must agree in writing to follow every term of this Agreement. The Contractor must provide every subcontractor's written agreement to follow every term of this Agreement before the subcontractor can perform any services under this Agreement. The Public Health Director or their designee must approve any proposed subcontractors in writing.
- c. Any dispute arising between the Contractor and any subcontractors or between subcontractors must be resolved without involvement of any kind on the part of the County and without detrimental impact on the Contractor's performance required by this Agreement.
- d. No subcontractor may be hired by the Contractor, unless contract with the subcontractor contains the same requirements for Sections 9, 10 and 11 of this Agreement and has been approved by the County.

13. Covenant Against Contingent Fees. The Contractor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. 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, gender, sexual orientation, material status, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
15. No Assignment. The Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County. Assignment does not include printing or other customary reimbursable expenses that may be provided in an agreement.
16. Non-Waiver. Waiver by the County of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
17. Termination.
- a. The County reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Contractor.
 - b. In the event of the death of a member, partner, or officer of the Contractor, or any of its supervisory personnel assigned to the project, the surviving members of the Contractor hereby agree to complete the work under the terms of this Agreement, if requested to do so by the County. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Contractor and the County, if the County so chooses.
 - c. The County reserves the right to terminate this contract in whole or in part, with 10 days' 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.
18. Notices. All notices or other communications which any party desires or is required to give shall be given in writing and shall be deemed to have been given if hand-delivered, sent by facsimile, email, or mailed by depositing in the United States mail, prepaid to the party at the address listed below or such other address as a party may designate in writing from time to time. Notices to the County shall be sent to the following address:

Jefferson County Public Health Department
615 Sheridan Street
Port Townsend, WA 98368

Notices to Contractor shall be sent to the following address:

Jefferson County Conservation District
205 W Patison St
Port Hadlock-Irondale, WA 98339

19. 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. No representation or promise not expressly contained in this Agreement has been made. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, by the County within the scope of this Agreement. The Contractor ratifies and adopts all statements, representations, warranties, covenants, and agreements contained in its proposal, and the supporting material submitted by the Contractor, accepts this Agreement and agrees to all of the terms and conditions of this Agreement.
20. Modification of this Agreement. This Agreement may be amended only by written instrument signed by both County and Contractor.
21. Disputes. The parties agree to use their best efforts to prevent and resolve disputes before they escalate into claims or legal actions. Any disputed issue not resolved pursuant to the terms of this Agreement shall be submitted in writing within 10 days to the County Risk Manager, whose decision in the matter shall be final, but shall be subject to judicial review. If either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this Agreement, each party in such action shall bear the cost of its own attorney's fees and court costs. Any legal action shall be initiated in the Superior Court of the State of Washington for Jefferson County. The parties agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The Contractor hereby consents to the personal jurisdiction of the Superior Court of the State of Washington for Jefferson County.
22. Section Headings. The headings of the sections of this Agreement are for convenience of reference only and are not intended to restrict, affect, or be of any weight in the interpretation or construction of the provisions of the sections or this Agreement.
23. Limits of Any Waiver of Default. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
24. No Oral Waiver. No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. Failure of a party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default.
25. Severability. Provided it does not result in a material change in the terms of this Agreement, if any provision of this Agreement or the application of this Agreement to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the

remainder of this Agreement and the application this Agreement shall not be affected and shall be enforceable to the fullest extent permitted by law.

26. Binding on Successors, Heirs and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties' successors in interest, heirs, and assigns.
27. No Assignment. The Contractor shall not sell, assign, or transfer any of rights obtained by this Agreement without the express written consent of the County.
28. No Third-party Beneficiaries. The parties do not intend, and nothing in this Agreement shall be construed to mean, that any provision in this Agreement is for the benefit of any person or entity who is not a party.
29. Signature in Counterparts. The parties agree that separate copies of this Agreement may be signed by each of the parties and this Agreement shall have the same force and effect as if all the parties had signed the original.
30. Facsimile and Electronic Signatures. The parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
31. Arms-Length Negotiations. The parties agree that this Agreement has been negotiated at arms-length, with the assistance and advice of competent, independent legal counsel.
32. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended, the Contractor agrees to maintain all records constituting public records and to produce or assist the County in producing such records, within the time frames and parameters set forth in state law. The Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify the County by providing a copy of the request per the notice provisions of this Agreement. This Agreement, once executed, will be a "public record" subject to production to a third party if same is requested pursuant to the Washington Public Records Act, Chapter 42.56 RCW, as may hereafter be amended.
33. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, as required by the Health Insurance Portability and Accountability Act (HIPAA) and any other applicable privacy laws, the Contractor agrees to keep such information confidential. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of personal information, with the prior written consent of the person to whom the personal information pertains. The Contractor shall maintain the confidentiality of all personal information and other information gained by reason of this Agreement, and shall return or certify the destruction of such information if requested in writing by Jefferson County.

34. Criminal History/Background Check. Each of the Contractor's employees, the employees of any of the Contractor's approved subcontractor, or volunteers used by the Contractor shall submit to a Washington State Patrol fingerprint identity and criminal history check before they are authorized to perform services for the Project. The County agrees to bear all reasonable costs incurred in the performance of this fingerprint identity and criminal history check. Contractors who may or will have regular access or limited access to any juveniles shall also:

- a. Require that each of the Contractor's employees, the employees of any of the Contractor's approved subcontractor, or volunteers used by the Contractor undergo not less often than once every three (3) years another Jefferson County approved criminal history and background check;
- b. Ensure all employees, subcontractors, or volunteers are knowledgeable about the requirements of Chapter 13.40.570 RCW and of the new crimes included in Chapter 9A.44 RCW, Sexual Offense;
- c. Sign the Contractor Requirements for Responding to Situation of Sexual Misconduct Form, and shall submit to Jefferson County with signed Agreement.

DATED this _____ day of _____, 2023.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

SIGNATURE PAGE

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Greg Brotherton, Chair Date

By: _____
Kate Dean, Commissioner Date

By: _____
Heidi Eisenhour, Commissioner Date

SEAL:

ATTEST:

Carolyn Galloway Date
Clerk of the Board

Approved as to form only:

 _____
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

**JEFFERSON COUNTY
CONSERVATION DISTRICT**

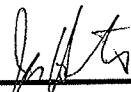
By:  5-3-2023
Joe Holtrop, District Manager Date

EXHIBIT A

Project Background:

The Chimacum-Hadlock PIC Project is funded by the Washington Department of Ecology (Ecology) under contract with Jefferson County Public Health (County). Jefferson County Conservation District (Contractor) will perform the following tasks in the project under a subcontract managed by JCPH.

Project Area:

The project area includes the Chimacum Creek watershed and the Port Hadlock shoreline.

Project Staff:

Joe Holtrop, District Manager

Joe will serve as the lead staff person for development of the Chimacum Watershed Management and Restoration Plan. His qualifications include over 25 years of experience with conservation districts, as well as graduate degrees in both landscape architecture and adult education.

Glenn Gately, Water Quality and Fish Habitat Specialist

Glenn is charged with water quality monitoring, QAPP preparation, and report writing. His qualifications include over 30 years of experience in fisheries biology and water quality monitoring.

Sierra Young, Conservation Planner

Sierra will assist with water quality monitoring, watershed management and restoration plan development, and assisting land users with planning and implementing water quality protection and corrective actions. Sierra has worked for JCCD for two years and has a BA in Environmental Studies and Geography.

Tasks, Deliverables, and Deadlines:

Task 1 – Grant and Loan Administration (Match)

Expenses for this task will not be reimbursed by the County. Instead these expenses will be submitted as interlocal match to meet the match requirement.

- 1.1 The Contractor will manage, track, and record expenses and match for each budget item and report these items monthly to the County. The Contractor will record all matching funds generated for the project. The Contractor will utilize County billing forms.
- 1.2 The Contractor will include any data and additional information obtained related to progress in achieving target outputs for Task 2 and Task 5 (see below) of the project.

Required Performance:

1. Timely submittal of all required performance items and billing records.

Task 2 – Water Quality Monitoring (Grant and Match)

- 2.1 The Contractor will assist the County in the development of an Ecology-approved Quality Assurance Project Plan outlining monitoring guidelines before sampling begins.

Date: May 31, 2023

2.2 The Contractor will assist the County in establishing 15 sampling stations in the Chimacum watershed, and the Contractor will work with the County to determine which stations the Contractor will sample.

Date: September 30, 2023

2.3 The Contractor will collaborate with the County to collect water quality samples for *E. coli* bacteria and physical parameter data for temperature, pH, dissolved oxygen, and conductivity at the identified stations on a monthly basis for two years. The Contractor will provide the County with field notes from this monitoring. To meet match requirements, the Contractor will collaborate with the County to conduct additional monitoring, including water temperature monitoring, and perform data entry and analysis to determine trends and identify pollution sources and corrective actions. The County will be responsible for uploading all data into Ecology's EIM database.

Date: September 30, 2025

2.4 The Contractor will write a Chimacum Creek Comprehensive Water Quality Report. This report will include an overview of the entire monitoring effort, quality assurance measures taken, data results, an interpretation of those results, and a discussion of how the Contractor and County will use the results. The goal of this report is to determine if water quality is improving or worsening, and next steps for further water quality improvement. Ecology will review and approve this report before the end of the project. The Contractor will also use this information to assist the County in writing the final grant report for Ecology.

Date: November 30, 2025

Required Performance:

1. Submit QAPP to Ecology for review and approval. Upload a copy of the final approved and signed QAPP into EAGL prior to any monitoring activities.
2. Collect monthly *E. coli*, temperature, dissolved oxygen, conductivity, and pH data in Chimacum Creek for two years. Include photos and summary in final grant report.
3. Final Chimacum Creek Comprehensive Water Quality Report. Submit a draft monitoring report to Ecology at least 30 days prior to the agreement end date for review and approval. Upload the final, approved report to EAGL.

Task 3 – Pollution Identification and Correction (Match)

Expenses for this task will not be reimbursed by the County. Instead these expenses will be submitted as interlocal match to meet the match requirement.

3.1 The Contractor will respond to referrals of potential sources of agricultural pollution.

Required Performance:

1. Timely submittal of all required performance items and billing records.

Task 4 – Public Outreach and Education (Grant)

4.1 The Contractor will participate in public outreach meetings.

Date: December 31, 2025

Required Performance:

1. Attendance at first public meeting to assist in introducing the project to the public.
2. Attendance at final public meeting to assist in disseminating project data and conclusions to the public.

Task 5 – Chimacum Watershed Management & Restoration Plan

5.1 The Contractor will prepare a draft Chimacum Watershed Management and Restoration Plan (following steps in the Drainage Management Guide for Whatcom County Drainage Improvement Districts as a template). The primary purpose of the plan is to identify actions that can be taken (and will receive the blessing of permitting agencies) to address chronic drainage and flooding issues that will improve and protect water quality and enhance salmonid habitat. The plan will also identify roles and responsibilities of implementing organizations, including possibly reactivating the Chimacum Drainage District as the lead organization. A drainage district is the logical entity to serve as the lead for plan implementation. However, if through this planning process it is determined that drainage district reactivation is not preferred, specific roles and responsibilities will have to be assigned to (and accepted by) other organizations. All key stakeholders will be engaged in the planning process. Chimacum watershed is a highly altered system with channelized watercourses that function much like drainage ditches. There are also many miles of drainage ditches. All this is a result of the Chimacum Drainage District that was formed over a century ago and went inactive in the late 1970s. The idea is to either reactivate the drainage district to serve as the umbrella organization for drainage system maintenance, water quality protection/improvement, and habitat enhancement/restoration, or figure out a more logical and effective way to do all these things. This planning effort will help determine the path forward.

Proposed content includes:

- a) Overview of watershed, including key historical events related to Chimacum Drainage District, past and present land use, past and present environmental and economic issues and concerns
- b) Descriptions and maps of watercourses, including current conditions and impacts to adjacent upland areas
- c) Inventory and maps of past and present land use, drainage system ditches and other infrastructure, beaver dams, etc.
- d) Inventory and maps of ditches proposed for decommissioning
- e) Description and map of water quality impairment reaches and improvement opportunities

- f) Inventory and maps of significant ecological features, habitat enhancement/restoration opportunities
- g) Identification and description of routine drainage system maintenance activities
- h) Identification and description of special drainage system maintenance projects
- i) Identification of permitting requirements and descriptions of associated best management practices
- j) Monitoring, reporting and adaptive management
- k) Technical guides for routine maintenance activities

Date: 20 months after subcontract approval

5.2 Seek stakeholder and permitting agency input on draft plan. Key landowners, partnering organizations, and regulatory agencies (Ecology and Washington Department of Fish and Wildlife) will be involved in plan development.

Date: 20 months after subcontract approval

5.3 Revise and finalize plan. If the drainage district is the preferred lead entity for plan implementation, that will require drainage district reactivation, which has its own legally required procedures. If this ends up not being the preferred option, other mechanisms will be required, such as MOAs among all the implementing organizations.

Date: 26 months after subcontract approval

Required Performance:

1. Submit draft plan for stakeholder and permitting agency approval. Upload a copy of the final approved plan into EAGL at project conclusion.

EXHIBIT B

Task	S&B	Match	Total
1	\$0	\$2,146	\$2,146
2	\$52,114	\$22,473	\$74,587
3	\$0	\$3,961	\$3,961
4	\$599	\$0	\$599
5	\$32,352	\$0	\$32,352
Total	\$85,065	\$28,580	\$113,645

Salaries & Benefits Calculations

Task 1 – Administration (Match)

Position	Rate*	Hours	Amount
District Manager	\$78.05	0	\$0
Financial Specialist	\$65.00	0	\$0
			\$0

Match Calculations

Rate*	Hours	Amount
\$78.05	15	\$1,171
\$65.00	15	\$975
		\$2,146

Task 2 – Water Quality Monitoring (Grant & Match)

Position	Rate*	Hours	Amount
WQ Specialist	\$74.91	622	\$46,594
Assistant Planner	\$60.00	92	\$5,520
			\$52,114

Rate*	Hours	Amount
\$74.91	300	\$22,473
		\$22,473

Task 3 – PIC (Match)

Position	Rate*	Hours	Amount
Lead Planner/Manager	\$78.05	0	\$0
Assistant Planner	\$60.00	0	\$0
			\$0

Rate*	Hours	Amount
\$78.05	20	\$1,561
\$60.00	40	\$2,400
		\$3,961

Task 4 – Outreach and Education (Grant)

Position	Rate*	Hours	Amount
WQ Specialist	\$74.91	8	\$599
			\$599

Rate*	Hours	Amount
\$74.91	0	\$0
		\$0

Task 5 – Chimacum Watershed Management and Restoration Plan (Grant)

Position	Rate*	Hours	Amount
Lead Planner/Manager	\$78.05	230	\$17,952
Assistant Planner	\$60.00	240	\$14,400
			\$32,352

Rate*	Hours	Amount
\$78.05	0	\$0
\$60.00	0	\$0
		\$0

Total	\$85,065	\$28,580	\$113,645
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