

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Brent A. Butler, Chief Strategy Officer

DATE: May 5, 2025

SUBJECT: Coordinated Water System Plan Memorandum of Agreement

STATEMENT OF ISSUE:

The Board of County Commissioners (Board or BoCC) approved a professional services agreement (PSA) for the purpose of updating the Coordinated Water System Plan (CWSP). Without contributions from the City of Port Townsend and the Jefferson County Public Utility District (PUD), Jefferson County will not have sufficient funds to update the CWSP.

BACKGROUND:

The CWSP is designed to optimize the delivery of a safe and reliable water supply by coordinating the planning, development, operation, and management of public water systems within a designated area, ensuring efficient use of water resources through collaboration among water systems that serve at least 15 service connections or 25 or more people for at least 60 days a year. To provide guidance to smaller water systems, the Board also directed that the reconstituted WUCC include one member representing a Group B water utility. Group B systems are designated as those that serve 3 to 14 service connections and either serves less than 25 people per day or 25 or more people per day during a period less than 60 days per year.

Last updated in 1997, the Jefferson County Coordinated Water System Plan ("CWSP") requires revisions to incorporate new water law and implement best practices. Generally, the required procedures are contained in the Washington Administrative Code (WAC), Chapter 248-56 WATER SYSTEM COORDINATION ACT—PROCEDURAL REGULATIONS. Companion provisions address the community's need for fire-protection in Chapter 248-57 WATER SYSTEM COORDINATION ACT—FIRE FLOW REGULATIONS. While the CWSP should consider the water infrastructure needs over a 50-year planning horizon, it must meet a minimum 20-year planning horizon.

FISCAL IMPACT/COST-BENEFIT ANALYSIS:

Based on the adopted professional services agreement, the overall cost of this project will be \$207,000. As of April 7th, the number of Group A water system connections is 15,908. With the total contract cost at \$207,000 and optional/non-required items at \$55,342 per the contract, the overall cost for Group A systems is \$151,658 or \$9.53 per connection. Additional costs are incurred for project management assumed to equal five to ten hours per meeting or 120 to 240 hours over the next 12 months

RECOMMENDATION:

Approve the attached memorandum of understanding, and commit to approving budget authority during the 3rd Quarter Budget Supplemental.

REVIEWED BY:


Mark McCauley, County Administrator

Date 5/1/25

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: City of Port Townsend and Jefferson County Public Utility District Number 1 Contract No: DCD-CWSP MOA 2025

Contract For: Coordinated Water System Plan Memorandum of Agreement Term:

COUNTY DEPARTMENT: Community Development
Contact Person: Brent Butler
Contact Phone: 360-379-4493
Contact email: BButler@co.jefferson.wa.us

AMOUNT: N/A
Revenue: _____
Expenditure: _____
Matching Funds Required: _____
Sources(s) of Matching Funds: _____
Fund #: _____
Munis Org/Obj: _____

PROCESS:

☒ Exempt from Bid Process
☐ Cooperative Purchase
☐ Competitive Sealed Bid
☐ Small Works Roster
☐ Vendor List Bid
☐ RFP or RFQ
☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☒ N/A: ☐


Signature

4/29/2025
Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☒ N/A: ☐


Signature

4/29/2025
Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 5/1/2025.
Contract Review Form should contain dollar amounts. City and PUD payments should be recognized as revenue.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 5/1/2025.
Pre-reviewed by PAO. Thank you for making the revisions.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

ATTACHMENT 1
Memorandum of Agreement

MEMORANDUM OF AGREEMENT

Between
JEFFERSON COUNTY
and the
CITY OF PORT TOWNSEND
and
JEFFERSON COUNTY PUBLIC UTILITY DISTRICT NUMBER 1

This MEMORANDUM OF AGREEMENT ("Agreement"), dated this 24th day of March ("Effective Date"), is entered into by and between JEFFERSON COUNTY, a Washington municipal corporation ("County"), the CITY OF PORT TOWNSEND ("City"), a Washington municipal corporation and the Jefferson County Public Utility District Number 1 ("PUD"), a Washington municipal corporation. The PUD, City and County are referred to in this MOU individually as a "Party" and jointly as the "Parties".

WHEREAS, Chapter 90.54 Revised Code of Washington (Water Resources Act of 1971) sets forth the fundamentals of water resource policy to ensure the waters of the state will be protected and fully utilized for the greatest benefits to the people of the state; and

WHEREAS, Chapter 70A.100 Revised Code of Washington (Public Water System Coordination Act of 1977) establishes procedures for the coordination of water utilities within the community and the integration of water utility development with local land use plans and policies; and

WHEREAS, Chapter 36.94 Revised Code of Washington (Sewerage, Water, and Drainage Systems) establishes the procedures for the creation and adoption of a general water plan; and

WHEREAS, Washington Administrative Code 173-590 (Procedures Relating to the Reservation of Water for Future Public Water Supply) establishes procedures for the reservation of water supplies for the benefit of the people of Jefferson County; and

WHEREAS, the Jefferson County Board of Commissioners by Resolution 97-83 declared Jefferson County to be a Critical Water Supply Service Area initiating an effort to undertake and develop a comprehensive water system plan; and

WHEREAS, the Coordinated Water Systems Plan (CWSP) is a result of that effort and has been developed to comply with the provisions of the aforementioned statutes and county resolution; and

WHEREAS, Jefferson County initiated an update of the CWSP by Jefferson County Resolution No. 08-24 by repealing Water Utility Coordinating Committee (WUCC) appointments to establish new WUCC appointees and publicly advertise request for proposals (RFP) on August 27, 2024, and then again on October 3, 2024 after receiving no response to the first published RFP; and

WHEREAS, the Jefferson County Board of County Commissioners approved a contract with HDR, Inc., a Nebraska corporation, on March 17, 2025; and

WHEREAS, Jefferson County will not have sufficient funds to proceed with the update of the CWSP without fiscal contributions from the county's two largest water purveyors, namely the City and PUD;

NOW, THEREFORE, the Jefferson County Coordinated Water System Plan update will be funded by a contribution from each of the Parties, as set forth by this Agreement:

I. Number of connections and cost per connection.

- a. The contract fee to which the City and PUD must contribute is \$151,658.00. Based on the total number of connections, each connection costs \$9.53.
- b. Based on the number of the PUD and the City connections, 4,400 and 6,100, respectively, the required share would be \$41,947 for the PUD and \$58,154 for the City.
- c. The County will provide the remainder of the funding.

2. Controlling Law.

- a. It is understood and agreed this Agreement is entered into in the State of Washington. This Agreement shall be governed by and construed under the laws of the United States, the State of Washington and the County of Jefferson, as if applied to transactions entered into and to be performed wholly within Jefferson County, Washington between Jefferson County residents.
- b. No Party shall argue or assert that any state law other than Washington law applies to the governance or construction of this Agreement.

3. Litigation/Jurisdiction/Venue.

- a. Should either Party bring any legal action, each Party in such action shall pay for its own attorney's fees and court costs.
- b. The venue for any legal action shall be solely in the appropriate state court in Jefferson County, Washington, subject to the venue provisions for actions against counties in RCW 36.01.050.

4. Entire Agreement. This Agreement memorializes the entire agreement of the Parties and all parts of this Agreement are contained herein. The Parties agree that:

- a. No representation or promise not contained in this Agreement has been made.
- b. The Parties are not entering into this Agreement based on any inducement, promise or representation, expressed or implied, which is not contained in this Agreement.
- c. This Agreement supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, within the scope of this Agreement.

5. 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 sections or this Agreement.

6. 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.

7. No Oral Waiver. No term or provision of this Agreement will be 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.

8. Severability. Provided it does not result in a material change in the terms, if any provision 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.

9. Modification of this Agreement. This Agreement may be amended or supplemented only by a writing signed by duly authorized representatives of all the Parties.

10. Signature in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the Parties shall not affect the validity of this Agreement, so long as all the Parties execute a counterpart of this Agreement.

11. Facsimile and Electronic Signatures. The Parties agree that facsimile and electronic signatures shall have the same force and effect as original signatures.
12. Attachments. Any document in this Agreement identified as an attachment is part of this Agreement and is incorporated by reference into this Agreement.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

JEFFERSON COUNTY WASHINGTON

Board of County Commissioners
Jefferson County, Washington

By: _____
Heidi Eisenhour, Chair

By: _____
Heather Dudley-Nollette, Commissioner

By: _____
Greg Brotherton, Commissioner

CITY OF PORT TOWNSEND

By: _____
John Mauro, City Manager Date

JEFFERSON COUNTY PUD NO. 1

By: _____
Kevin Streett, General Manager Date

SEAL:

ATTEST:

Carolyn Gallaway, CMC Date
Clerk of the Board

Approved as to form only:

 for 05/01/2025

Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney