



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

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Michael Dawson, Water Quality Manager

DATE: September 26, 2022

SUBJECT: Agenda Item – Amendment 3 – Professional Services Agreement – Hood Canal Coordinating Council; April 9, 2020 – September 30, 2022; extending deadline to December 31, 2022.

STATEMENT OF ISSUE:

Jefferson County Public Health, Water Quality Division, requests Board approval of Amendment 3 to the Professional Services Agreement with the Hood Canal Coordinating Council (HCCC) to support the Hood Canal Regional Pollution Identification and Correction Program Phase IV; April 9, 2020 – September 30, 2022 by extending the deadline to December 31, 2022.

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

For ten years, Jefferson, Kitsap and Mason Counties, and the Port Gamble S'Klallam and Skokomish Tribes, have been working collaboratively through the Hood Canal Regional Pollution Identification and Correction Program to implement prioritized work throughout Hood Canal to help reduce bacterial and nutrient loading to increase harvestable shellfish acres. Jefferson County Public Health has been an active participant in all four phases of this project. Amendment 3 extends the deadline three months. Task 3.3 Septic System Maintenance Rebates has been altered to allow for a greater reimbursement up to \$500 (from \$350 previously). This is due to increased cost of septic maintenance found in the three counties. Contact information for HCCC and the County was updated.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

There is no change to the project budget other than allowing a greater rebate amount, for the same total project funding of \$20,500. Ample funding remains for the completion of the remaining deliverables. The extended deadline will allow these funds to be fully utilized and allow JCPH staff to attend the final project meeting.

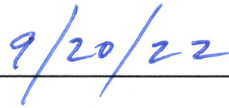
RECOMMENDATION:

JCPH management requests approval of Amendment 3 of the Professional Services Agreement – Hood Canal Coordinating Council; April 9, 2020 – September 30, 2022; Deadline extension to December 31, 2022.

REVIEWED BY:



Mark McCauley, County Administrator



Date



Hood Canal Coordinating Council

Jefferson, Kitsap & Mason Counties; Port Gamble S'Klallam & Skokomish Tribes

17791 Fjord Drive NE, Suite 118, Poulsbo, WA 98370

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE HOOD CANAL COORDINATING COUNCIL
AND
JEFFERSON COUNTY PUBLIC HEALTH
PROFESSIONAL SERVICES CONTRACT
AGREEMENT AMENDMENT #3**

This Agreement Amendment is made and entered into between Jefferson County Public Health, an independent consultant located at 615 Sheridan Street, Port Townsend, WA 98368 (see Contract Exhibit B Checklist for consultant's EIN and UBI numbers), hereinafter "Consultant", and the Hood Canal Coordinating Council, with its principal office located at 17791 Fjord Drive NE, Suite 118, Poulsbo, WA 98370, hereinafter "HCCC."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their original Agreement, dated April 9, 2020, Agreement Amendment No. 1, dated May 3, 2021, Agreement Amendment No.2, dated Dec 21, 2021, for work performed under Washington Department of Health, Hood Canal Regional Pollution and Identification Correction (HCRPIC) Program Phase 4, the contract language and Exhibit A - Independent Consultant Scope of Services, shall be amended as follows:

Summary of changes (see details underlined below):

- Extend end date from Sep 30, 2022 to Dec 31, 2022
- Task 3.3: Onsite Septic System Maintenance Rebates – Increase maximum rebate amount from \$350 to \$500 per rebate
 - o 3.3(c): Deliverable date changed from Sep 30, 2022, to Dec 31, 2022
- Updated HCCC and Jefferson County contact information

**EXHIBIT A
Independent Consultant Scope of Services**

Project: Hood Canal Regional Pollution Identification and Correction Program – Phase 4

CONSULTANT: JEFFERSON COUNTY PUBLIC HEALTH

Description of Services

Jefferson County Public Health (JCPH) will provide services to support the implementation of the Hood Canal Regional Pollution Identification and Correction (HCRPIC) Program's Phase 4, as described below.

This Agreement may require modification based on circumstances beyond the control of HCCC and Jefferson County. PIC projects rely on field work (parcel surveys and investigations) to identify OSS failures. The field work portion of this project is subject to the uncertainty of current and potential COVID-19 constraints. HCCC will monitor the Governor's COVID-19 safety restrictions and orders for implications on this Scope of Work and may need to amend or terminate this contract as directed by the Governor and State Department of Health.

During the course of this project, coordinators will work closely with field partners and follow Washington state guidance to determine how and when PIC field work can be safely conducted. The Parties recognize that field work timelines will need to be extremely flexible due to potential public safety limitations and available staff resources.

The following project information is excerpted from HCCC's base agreement scope of work with WA State Department of Health:

Contract number: CBO24134

Subrecipient Organization: Hood Canal Coordinating Council

Subrecipient Contact: Haley Harguth, Watershed Program Manager, hharguth@hccc.wa.gov, 360.328.4625; Scott Brewer, Executive Director, sbrewer@hccc.wa.gov, 360.531.0575

DUNS #: 620533930

CPAR Info (Statewide Vendor #, UBI, Federal Tax ID, etc.): 0011386-00, 602-080-310, 91-2085994

DOH Contract Manager: Megan Schell megan.schell@doh.wa.gov 360.236.3307

Federally Approved Indirect Rate: 10% (de minimis)

Period of Performance: DOE ~~September 30, 2022~~ December 31, 2022

NOTE: EPA stretch goals are to spend awarded funds within 2 years

Project Description: This project funds pollution identification and correction activities to protect and improve Hood Canal water quality to safeguard public and ecosystem health and keep shellfish growing areas and recreational beaches open by preventing bacterial pollution flowing into surface waters. The Hood Canal Regional Pollution Identification and Correction Program brings together local health jurisdictions and tribal partners across the Hood Canal region to coordinate water quality protection actions. This unique regional structure enables cross-jurisdictional sharing of resources and expertise to solve water quality challenges threatening Hood Canal's community and ecosystem health.

Not to exceed: \$329,714

Near Term Action ID: 2018-0639

OVERVIEW

The Hood Canal Regional Pollution Identification and Correction Program (HCRPIC) core partners will work collaboratively to implement prioritized Pollution Identification and Correction (PIC) work throughout Hood Canal to help reduce bacterial contamination and increase harvestable shellfish acres. HCRPIC core members include Jefferson, Kitsap, and Mason Counties, the Port Gamble S'Klallam and Skokomish Tribes; other partners include the county conservation districts, Hood Canal Salmon Enhancement Group, and WSU Extension.

There are eighteen shellfish growing areas in the Hood Canal Action Area. As of 2019, the Hood Canal Action Area had 29,766 acres of approved growing areas, 1,515 acres with conditional approval, and about 3,144 acres of prohibited or restricted growing area. Washington State Department of Health (DOH) has identified several emergency closure zones, threatened areas, and areas of concern based on marine water quality data. There are close to 30,000 onsite sewage systems (OSS) in the project area, many in close proximity to waterbodies and

approximately one third of the systems are over 30 years old. PIC programs have been essential to maintain and improve water quality and will continue to be vital for the health of Hood Canal and its communities.

The project will primarily address fecal pollution and associated pathogens. As fecal pollution sources are corrected, less nutrients and organic materials, associated with human and animal waste, will enter Hood Canal. That will result in less oxygen demand to break down algae blooms resulting from excess nutrients and the organic materials in waste. Hood Canal Regional PIC Program implementation will identify and correct pathogen sources. The resulting water quality improvements will help achieve the Puget Sound Partnership's Vital Sign recovery target to increase harvestable shellfish acreage.

Phase 1 of the HCRPIC program developed a coordinated PIC monitoring plan with the goal to upgrade shellfish harvest areas and prevent future downgrades in Hood Canal priority areas. In the Phase 2 and 3 implementation phases, priority shoreline areas were determined by HCRPIC members using current water quality monitoring information to identify the most important shoreline areas to survey. The prioritization of shoreline areas will be updated annually as new data emerges. Phase 3 ended in August 2019, collectively resulting in 66 shoreline miles monitored, 380 site inspections completed, 55 OSS failures identified, with 28 OSS repairs completed and the rest in progress. The incomplete OSS repairs will continue to be tracked in Phase 4. Phase 4 builds off of previous implementation phases but with a reduced scope of work due to funding limitations. HCRPIC Program - Phase 4 components include: shoreline surveys in priority Hood Canal shoreline areas, pollution hotspot investigation and correction, updated GIS mapping of OSS in Hood Canal, outreach and education to Hood Canal OSS property owners and decision makers, OSS maintenance rebates, ambient stream water quality monitoring, and regional inter-jurisdictional coordination.

The Phase 4 work plan will be developed in consultation with DOH and will include:

- Remaining Phase 3 priority hotspots and work areas including Hoodspout, Union, Big Bend, Alderbrook, and Annas Bay, and
- Other areas with urgent public health or emerging water quality concerns

GOALS & MEASURABLE OBJECTIVES

Description (e.g., "shellfish beds reopened")	Units (e.g. "acres")	Targets ("number")
Upgrade 50 acres from prohibited to approved in Hoodspout area of Hood Canal 6	Acres	50
Reopen all closed parcels due to elevated bacteria in drainages or due to failing onsite septic systems	Parcels	20
Number of hotspots identified in Mason County	Hotspots	Unknown (will be reported quarterly)

Number of site inspections completed in Mason County	Site Inspections	75
Number of OSS failures identified in Mason County	OSS Failures	5
Number of OSS failures corrected in Mason County	OSS Corrections	5
Area of shoreline surveys conducted in priority areas	Miles	3
Number of ambient freshwater samples collected	Samples	100

JEFFERSON COUNTY'S HCRPIC PHASE 4 TASKS

The following are the tasks, deliverables, and deadlines associated with this subaward. Task numbering aligns with the task numbers in HCCC's base grant with DOH.

TASK 3. Hood Canal Regional Pollution Identification and Correction Program Phase 4 Implementation

3.1 HCRPIC Program Coordination:

This task includes: collaboration with program partners to establish shared protocols and work flows, and the Phase 4 Workplan, preparation of invoices and progress reports for project coordinators, coordination of County staff on work toward Phase 4 objectives, coordination with landowners within the project area, upkeep and quality assurance of program data, data reporting, and contributions to program deliverables, including quarterly and final reports, sustainable funding efforts, and outreach materials.

Project Coordination: Coordinate implementation of HCRPIC in your jurisdiction following HCRPIC protocols described in the HCRPIC Guidance Document and the project QAPP. Monitor spending and progress toward deliverables.

Submit monthly invoices and progress reports (using HCRPIC Program templates) **by the 15th of the following month**. Communicate any concerns to HCRPIC Coordinator that progress is not on track.

Invoices will be reimbursed upon satisfactory progress and reporting on the deliverables within each payment period.

- Send invoices via e-mail to HCCC accountant, Terry Fischer (tfischer@hccc.wa.gov)
- Send progress reports via email to Nate White (nwhite@hccc.wa.gov) Heidi Huber (hhuber@hccc.wa.gov)

HCRPIC Ph. 4 Workplan

HCRPIC partners will work collaboratively to develop the HCRPIC Phase 4 Workplan, which will establish priority areas for shoreline and ambient freshwater stream monitoring and sanitary surveys, targeting areas of known pollution hotspots, or facing shellfish growing area downgrades. The Phase 4 Workplan will be informed by data from the HCRPIC Program Phase 3 results and GIS analysis, current water quality information gathered from county health jurisdictions and tribes, and monitoring data and recommendations from Washington State Department of Health technical staff. It will outline tasks to build upon supporting work conducted in Phase 3. The Phase 4 Workplan will outline any changes to HCRPIC Program procedures for data collection, PIC hotspot investigations, and reporting, including the enforcement process and timeline, and protocol for communication of public health risks. *Field work activities cannot begin until the HCRPIC Phase 4 Workplan is completed.*

Data Collection & Reporting: Submit field work data to project coordinators every quarter using the HCRPIC Cumulative Data Report template. Data reported to the HCRPIC Program should include all PIC field work performed in Hood Canal funded by the HCRPIC Program grant, as well as other funding sources, in order to provide a comprehensive report of all Hood Canal PIC efforts across jurisdictions. Data is expected to be thoroughly reviewed by the submitter for quality assurance and quality control prior to it being submitted. Final Cumulative Data Reports will be submitted to project coordinators after field work is completed to prepare for analysis, mapping, and EPA WQX data entry. All data collected that is funded by this grant must be shared with state and federal agencies upon request.

HCRPIC Guidance Group Meetings: HCRPIC partners will share information and ideas, make collaborative decisions, and help guide HCRPIC Program's direction. The Guidance Group provides oversight, guidance, shared learning, and structure for consistent procedures across the PIC program. Guidance Group meetings with project partners will be held quarterly or as needed to advance collaborative work in the PIC project area. At Guidance Group meetings, partners will:

- Report on Ph 4 Workplan implementation, including current progress updates, success stories, lessons learned, requests for advice and assistance, next steps, upcoming events, etc.
- Present hotspots for consideration of elimination following hotspot closure protocol described in HCRPIC Guidance Document. This information will be included in the HCRPIC Ph. 4 final report.
- Provide updates on sustainable funding efforts.

Strategic Planning/Sustainable Funding: Strategic planning efforts will be conducted to develop and implement a plan to enhance the HCRPIC Program's efforts to reduce bacterial contamination in the shellfish growing areas of Jefferson, Kitsap, and Mason Counties. HCRPIC partners will work with program coordinators to develop a strategic plan, which addresses the key elements in the Pollution Identification and Correction Program Draft Protocols Recommendations provided by the Departments of Health and Ecology. The Guidance Group will determine objectives and scope of activities, which may include hiring an outreach consultant to support the development of a sustainable funding outreach campaign, outreach products, and presentations to decision-makers on water quality protection, program successes and sustainable funding. HCRPIC partners will provide updates of sustainable funding efforts at Guidance Group meetings.

Training/Workshops: Assist project coordinators in preparing and leading HCRPIC Field Training Workshop. The HCRPIC members will participate in a field training and data reporting workshop addressing HCRPIC protocols and procedures. The workshop will be held in the first quarter after contract agreements are in place. LHJ Project coordinator and at least one field staff participating in HCRPIC Program field activities must attend the training.

Project partners may participate in DOH-sponsored PIC workshops and other trainings/events (subject to grant coordinator approval), as funds allow. Maximum of two events per sub-recipient, or two people may attend a single event.

3.3 Onsite Septic System Maintenance Rebates

Homeowner rebates for onsite septic system maintenance will be provided to priority parcels by local health jurisdictions. These rebates were very successful in Phases 2 and 3 to incentivize homeowners to properly operate and maintain their septic systems. In Phase 4, HCRPIC partners will offer rebate

vouchers up to ~~\$350~~ \$500 per OSS, to reimburse costs for OSS inspections and pumping, and small repairs.

Rebate notices will be distributed to targeted residences using a consistent format across jurisdictions. The criteria for rebate recipients will be determined by the Guidance Group and approved by DOH. In past phases, criteria were set to target homeowners who had not previously received a voucher, located in priority areas, or had missing or overdue maintenance records.

Data on rebate recipients and services reimbursed will be tracked and analyzed to evaluate the effectiveness of the rebate program as a behavior change tool and inform future phases.

Deliverables

Task	Deliverable Description	Due Date
3.1	Describe coordination activities in monthly progress reports.	Ongoing, monthly
	Report on workplan implementation progress at quarterly Guidance Group meetings.	At quarterly Guidance Group meetings
3.3	OSS Maintenance Rebates a) Provide input on HCRPIC Phase IV rebate process for DOH review and approval b) Develop OSS rebate outreach materials using HCRPIC template c) Report number of rebates processed in monthly progress reports and in final reporting	a) Oct 31, 2020 b) Dec 31, 2020 c) Ongoing, complete by Sep 30, 2022 Dec 31, 2022

Project Budget

HCRPIC Program Ph. 4 Budget - Jefferson County			
Task 3.1: Program Coordination			
Personnel	Hours	Wages & Benefits	Total
Water Quality Manager	40	\$48.70	\$1,948.00
Chief Deputy Registrar	35	\$36.89	\$1,291.15
Environmental Health Specialist II	35	\$38.13	\$1,334.55
Environmental Health Specialist II	35	\$33.69	\$1,179.15
Environmental Health Specialist I	35	\$33.91	\$1,186.85
Environmental Health Specialist I	35	\$32.61	\$1,141.35
Environmental Health Technician	26	\$32.61	\$847.86
Personnel Subtotal			\$8,928.91
Indirect Costs		44.84%	\$4,003.72
Task 3.1 Subtotal			\$12,932.63

HCRPIC Program Ph. 4 Budget - Jefferson County			
Task 3.3: OSS Maintenance Rebates			
Other Costs			
OSS O&M Rebates			\$5,200.00
Other Costs Subtotal			\$5,200.00
Indirect Costs		44.84%	\$2,331.68
Task 3.3 Subtotal			\$7,531.68
Subtotals			
Personnel Total			\$8,928.91
Other Costs Total			\$5,200.00
Travel Total			
Indirect Costs		44.84%	\$6,335.40
Grand Total			\$20,464.31

Compensation: The Consultant shall be compensated under this agreement in an amount not to exceed: \$20,500. Submit monthly invoices to the Accountant by the 15th of the following month. Expenses are payable with prior authorization from HCCC project manager, and contingent upon satisfactory progress reporting toward completion of project deliverables. Consultant shall submit the final invoice, or any claims for payments not already made, no later than 30 days from the expiration or termination of the agreement.

Progress Reporting: Consultant will submit progress reports each month by the 15th of the following month to accompany invoices. A progress report template will be provided. Submit progress reports to the project manager.

Travel: If claiming mileage Consultant will submit a mileage Report for reimbursement with invoice. Mileage and travel costs will be reimbursed at current federal rates or allowances.

Contract Duration Date: The effective date is the date the contract is signed by the Executive Director and ends September 30, 2022 December 31, 2022

Consultant Checklist: Consultant will complete and provide requested information on Exhibit B.

Contract Representatives:

Scott Brewer, Executive Director
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 118
Poulsbo, WA 98370-8430
360-531-0575
sbrewer@hccc.wa.gov

HCCC Project Managers:

~~Nate White, Watershed Project Coordinator~~
~~Hood Canal Coordinating Council~~
~~17791 Fjord Drive, NE Suite 118~~
~~Poulsbo, WA 98370-8430~~
~~nwhite@hccc.wa.gov~~
~~360-900-6442~~

Heidi Huber, Programs Development Specialist
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 118
Poulsbo, WA 98370-8430
hhuber@hccc.wa.gov
360-620-3615

Haley Harguth, Watershed Program Manager
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 118
Poulsbo, WA 98370-8430
hharguth@hccc.wa.gov
360-328-4625

Accountant:

Terry Fischer
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 118
Poulsbo, WA 98370-8430
tfischer@hccc.wa.gov
360-536-1338

Consultant Representative(s):

~~Kate Dean~~ Heidi Eisenhour, Chair, Board of County Commissioners
Veronica Shaw, Public Health Deputy Director
Jefferson County Public Health
615 Sheridan St
Port Townsend WA 98368
veronica@co.jefferson.wa.us
360-385-9400 x409

Project Manager:

Michael Dawson, Water Quality Manager
Jefferson County Public Health

615 Sheridan St
Port Townsend WA 98368
mdawson@co.jefferson.wa.us
360-385-9444 x301

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 September _____, 2022*.

**This Amendment is made effective as of the date signed by HCCC's Executive Director and will be noted at the time of signature.*

FOR JEFFERSON COUNTY:

FOR HOOD CANAL COORDINATING COUNCIL:

By: _____
Heidi Eisenhour, Chair Date
Board of Jefferson County Commissioners

By: _____
 Scott Brewer Date
 Executive Director

ATTEST:

By: _____
Carolyn Gallaway Date
Clerk of the Board

APPROVED AS TO FORM ONLY:

By: Barbara Dyles Ehrlichman Sept. 17, 2022
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney



Hood Canal Coordinating Council

Jefferson, Kitsap & Mason Counties; Port Gamble S'Klallam & Skokomish Tribes
17791 Fjord Drive NE, Suite 118, Poulsbo, WA 98370

PROFESSIONAL SERVICES CONTRACT BETWEEN THE HOOD CANAL COORDINATING COUNCIL AND JEFFERSON COUNTY PUBLIC HEALTH PROFESSIONAL SERVICES CONTRACT AGREEMENT AMENDMENT #2

This Agreement Amendment is made and entered into between Jefferson County Public Health, an independent consultant located at 615 Sheridan Street, Port Townsend, WA 98368 (see Contract Exhibit B Checklist for consultant's EIN and UBI numbers), hereinafter "Consultant", and the Hood Canal Coordinating Council, with its principal office located at 17791 Fjord Drive NE, Suite 118, Poulsbo, WA 98370, hereinafter "HCCC."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their original Agreement, dated April 9, 2020, and Agreement Amendment No. 1, dated May 3, 2021, for work performed under Washington Department of Health, Hood Canal Regional Pollution and Identification Correction (HCRPIC) Program Phase 4, the contract language and Exhibit A - Independent Consultant Scope of Services, shall be amended as follows:

Summary of changes (see details highlighted and underlined below):

- Increase budget from \$18,000 to \$20,500
 - o \$2,500 added to Task 3.1 Coordination

EXHIBIT A

Independent Consultant Scope of Services

Project: Hood Canal Regional Pollution Identification and Correction Program – Phase 4

CONSULTANT: JEFFERSON COUNTY PUBLIC HEALTH

Description of Services

Jefferson County Public Health (JCPH) will provide services to support the implementation of the Hood Canal Regional Pollution Identification and Correction (HCRPIC) Program's Phase 4, as described below.

This Agreement may require modification based on circumstances beyond the control of HCCC and Jefferson County. PIC projects rely on field work (parcel surveys and investigations) to identify OSS failures. The field work portion of this project is subject to the uncertainty of current and potential COVID-19 constraints. HCCC will monitor the Governor's COVID-19 safety restrictions and orders for implications on this Scope of Work and may need to amend or terminate this contract as directed by the Governor and State Department of Health.

During the course of this project, coordinators will work closely with field partners and follow Washington state guidance to determine how and when PIC field work can be safely conducted. The

Parties recognize that field work timelines will need to be extremely flexible due to potential public safety limitations and available staff resources.

The following project information is excerpted from HCCC's base agreement scope of work with WA State Department of Health:

Contract number: CBO24134

Subrecipient Organization: Hood Canal Coordinating Council

Subrecipient Contact: Haley Harguth, Watershed Program Manager, hharguth@hccc.wa.gov, 360.328.4625; Scott Brewer, Executive Director, sbrewer@hccc.wa.gov, 360.531.0575

DUNS #: 620533930

CPAR Info (Statewide Vendor #, UBI, Federal Tax ID, etc.): 0011386-00, 602-080-310, 91-2085994

DOH Contract Manager: Megan Schell megan.schell@doh.wa.gov 360.236.3307

Federally Approved Indirect Rate: 10% (de minimis)

Period of Performance: DOE –September 30, 2022.

NOTE: EPA stretch goals are to spend awarded funds within 2 years

Project Description: This project funds pollution identification and correction activities to protect and improve Hood Canal water quality to safeguard public and ecosystem health and keep shellfish growing areas and recreational beaches open by preventing bacterial pollution flowing into surface waters. The Hood Canal Regional Pollution Identification and Correction Program brings together local health jurisdictions and tribal partners across the Hood Canal region to coordinate water quality protection actions. This unique regional structure enables cross-jurisdictional sharing of resources and expertise to solve water quality challenges threatening Hood Canal's community and ecosystem health.

Not to exceed: ~~\$322,353~~ \$329,714

Near Term Action ID: 2018-0639

OVERVIEW

The Hood Canal Regional Pollution Identification and Correction Program (HCRPIC) core partners will work collaboratively to implement prioritized Pollution Identification and Correction (PIC) work throughout Hood Canal to help reduce bacterial contamination and increase harvestable shellfish acres. HCRPIC core members include Jefferson, Kitsap, and Mason Counties, the Port Gamble S'Klallam and Skokomish Tribes; other partners include the county conservation districts, Hood Canal Salmon Enhancement Group, and WSU Extension.

There are eighteen shellfish growing areas in the Hood Canal Action Area. As of 2019, the Hood Canal Action Area had 29,766 acres of approved growing areas, 1,515 acres with conditional approval, and about 3,144 acres of prohibited or restricted growing area. Washington State Department of Health (DOH) has identified several emergency closure zones, threatened areas, and areas of concern based on marine water quality data. There are close to 30,000 onsite sewage systems (OSS) in the project area, many in close proximity to waterbodies and approximately one third of the systems are over 30 years old. PIC programs have been essential to maintain and improve water quality and will continue to be vital for the health of Hood Canal and its communities.

The project will primarily address fecal pollution and associated pathogens. As fecal pollution sources are corrected, less nutrients and organic materials, associated with human and animal waste, will enter Hood Canal. That will result in less oxygen demand to break down algae blooms resulting from excess nutrients and the organic materials in waste. Hood Canal Regional PIC Program implementation will identify and correct pathogen sources. The resulting water quality improvements will help achieve the Puget Sound Partnership's Vital Sign recovery target to increase harvestable shellfish acreage.

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The Phase 4 work plan will be developed in consultation with DOH and will include:

- Remaining Phase 3 priority hotspots and work areas including Hoodsport, Union, Big Bend, Alderbrook, and Annas Bay, and
- Other areas with urgent public health or emerging water quality concerns

GOALS & MEASURABLE OBJECTIVES

Description (e.g., "shellfish beds reopened")	Units (e.g. "acres")	Targets ("number")
Upgrade 50 acres from prohibited to approved in Hoodsport area of Hood Canal 6	Acres	50
Reopen all closed parcels due to elevated bacteria in drainages or due to failing onsite septic systems	Parcels	30 20
Number of hotspots identified in Mason County	Hotspots	Unknown (will be reported quarterly)
Number of site inspections completed in Mason County	Site Inspections	50 75
Number of OSS failures identified in Mason County	OSS Failures	5
Number of OSS failures corrected in Mason County	OSS Corrections	5

Area of shoreline surveys conducted in priority areas	Miles	<u>53</u>
Number of ambient freshwater samples collected	Samples	100

JEFFERSON COUNTY'S HCRPIC PHASE 4 TASKS

The following are the tasks, deliverables, and deadlines associated with this subaward. Task numbering aligns with the task numbers in HCCC's base grant with DOH.

TASK 3. Hood Canal Regional Pollution Identification and Correction Program Phase 4 Implementation

3.1 HCRPIC Program Coordination:

This task includes: collaboration with program partners to establish shared protocols and work flows, and the Phase 4 Workplan, preparation of invoices and progress reports for project coordinators, coordination of County staff on work toward Phase 4 objectives, coordination with landowners within the project area, upkeep and quality assurance of program data, data reporting, and contributions to program deliverables, including quarterly and final reports, sustainable funding efforts, and outreach materials.

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prior to it being submitted. Final Cumulative Data Reports will be submitted to project coordinators after field work is completed to prepare for analysis, mapping, and EPA WQX data entry. All data collected that is funded by this grant must be shared with state and federal agencies upon request.

HCRPIC Guidance Group Meetings: HCRPIC partners will share information and ideas, make collaborative decisions, and help guide HCRPIC Program's direction. The Guidance Group provides oversight, guidance, shared learning, and structure for consistent procedures across the PIC program. Guidance Group meetings with project partners will be held quarterly or as needed to advance collaborative work in the PIC project area. At Guidance Group meetings, partners will:

- Report on Ph 4 Workplan implementation, including current progress updates, success stories, lessons learned, requests for advice and assistance, next steps, upcoming events, etc.
- Present hotspots for consideration of elimination following hotspot closure protocol described in HCRPIC Guidance Document. This information will be included in the HCRPIC Ph. 4 final report.
- Provide updates on sustainable funding efforts.

Strategic Planning/Sustainable Funding: Strategic planning efforts will be conducted to develop and implement a plan to enhance the HCRPIC Program's efforts to reduce bacterial contamination in the shellfish growing areas of Jefferson, Kitsap, and Mason Counties. HCRPIC partners will work with program coordinators to develop a strategic plan, which addresses the key elements in the Pollution Identification and Correction Program Draft Protocols Recommendations provided by the Departments of Health and Ecology. The Guidance Group will determine objectives and scope of activities, which may include hiring an outreach consultant to support the development of a sustainable funding outreach campaign, outreach products, and presentations to decision-makers on water quality protection, program successes and sustainable funding. HCRPIC partners will provide updates of sustainable funding efforts at Guidance Group meetings.

Training/Workshops: Assist project coordinators in preparing and leading HCRPIC Field Training Workshop. The HCRPIC members will participate in a field training and data reporting workshop addressing HCRPIC protocols and procedures. The workshop will be held in the first quarter after contract agreements are in place. LHJ Project coordinator and at least one field staff participating in HCRPIC Program field activities must attend the training.

Project partners may participate in DOH-sponsored PIC workshops and other trainings/events (subject to grant coordinator approval), as funds allow. Maximum of two events per sub-recipient, or two people may attend a single event.

3.3 Onsite Septic System Maintenance Rebates

Homeowner rebates for onsite septic system maintenance will be provided to priority parcels by local health jurisdictions. These rebates were very successful in Phases 2 and 3 to incentivize homeowners to properly operate and maintain their septic systems. In Phase 4, HCRPIC partners will offer rebate vouchers up to \$250 per OSS, to reimburse costs for OSS inspections and pumping, and small repairs.

Rebate notices will be distributed to targeted residences using a consistent format across jurisdictions. The criteria for rebate recipients will be determined by the Guidance Group and approved by DOH. In

past phases, criteria were set to target homeowners who had not previously received a voucher, located in priority areas, or had missing or overdue maintenance records.

Data on rebate recipients and services reimbursed will be tracked and analyzed to evaluate the effectiveness of the rebate program as a behavior change tool and inform future phases.

Deliverables

Task	Deliverable Description	Due Date
3.1	Describe coordination activities in monthly progress reports. Report on workplan implementation progress at quarterly Guidance Group meetings.	Ongoing, monthly At quarterly Guidance Group meetings
3.3	OSS Maintenance Rebates a) Provide input on HCRPIC Phase IV rebate process for DOH review and approval b) Develop OSS rebate outreach materials using HCRPIC template c) Report number of rebates processed in monthly progress reports and in final reporting	a) Oct 31, 2020 b) Dec 31, 2020 c) Ongoing, complete by Sep 30, 2022

Project Budget

HCRPIC Program Ph. 4 Budget - Jefferson County			
Task 3.1: Program Coordination			
Personnel	Hours	Wages & Benefits	Total
Water Quality Manager	40	\$48.70	\$1,948.00
Chief Deputy Registrar	35	\$36.89	\$1,291.15
Environmental Health Specialist II	35	\$38.13	\$1,334.55
Environmental Health Specialist II	35	\$33.69	\$1,179.15
Environmental Health Specialist I	35	\$33.91	\$1,186.85
Environmental Health Specialist I	35	\$32.61	\$1,141.35
Environmental Health Technician	26	\$32.61	\$847.86
Personnel Subtotal			\$8,928.91
Indirect Costs		44.84%	\$4,003.72
Task 3.1 Subtotal			\$12,932.63
Task 3.3: OSS Maintenance Rebates			
Other Costs			

HCRPIC Program Ph. 4 Budget - Jefferson County			
OSS O&M Rebates			\$5,200.00
Other Costs Subtotal			\$5,200.00
Indirect Costs		44.84%	\$2,331.68
Task 3.3 Subtotal			\$7,531.68
Subtotals			
Personnel Total			\$8,928.91
Other Costs Total			\$5,200.00
Travel Total			
Indirect Costs		44.84%	\$6,335.40
Grand Total			<u>\$20,464.31</u>

Compensation: The Consultant shall be compensated under this agreement in an amount not to exceed: ~~\$18,000~~ \$20,500. Submit monthly invoices to the Accountant by the 15th of the following month. Expenses are payable with prior authorization from HCCC project manager, and contingent upon satisfactory progress reporting toward completion of project deliverables. Consultant shall submit the final invoice, or any claims for payments not already made, no later than 30 days from the expiration or termination of the agreement.

Progress Reporting: Consultant will submit progress reports each month by the 15th of the following month to accompany invoices. A progress report template will be provided. Submit progress reports to the project manager.

Travel: If claiming mileage Consultant will submit a mileage Report for reimbursement with invoice. Mileage and travel costs will be reimbursed at current federal rates or allowances.

Contract Duration Date: The effective date is the date the contract is signed by the Executive Director and ends September 30, 2022.

Consultant Checklist: Consultant will complete and provide requested information on Exhibit B.

Contract Representatives:

Scott Brewer, Executive Director
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 118
Poulsbo, WA 98370-8430
360-531-0575
sbrewer@hccc.wa.gov

HCCC Project Managers:
Haley Harguth, Watershed Program Manager
Hood Canal Coordinating Council

17791 Fjord Drive, NE Suite 118
Poulsbo, WA 98370-8430
hharguth@hccc.wa.gov
360-328-4625

Nate White, Watershed Project Coordinator
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 118
Poulsbo, WA 98370-8430
nwhite@hccc.wa.gov
360-900-6442

Accountant:

Terry Fischer
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 118
Poulsbo, WA 98370-8430
tfischer@hccc.wa.gov
360-536-1338

Consultant Representative(s):

Kate Dean, Chair, Board of County Commissioners
Veronica Shaw, Public Health Deputy Director
Jefferson County Public Health
615 Sheridan St
Port Townsend WA 98368
veronica@co.jefferson.wa.us
360-385-9400 x409

Project Manager:

Michael Dawson, Water Quality Manager
Jefferson County Public Health
615 Sheridan St
Port Townsend WA 98368
mdawson@co.jefferson.wa.us
360-385-9444 x301

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 December 17, 21 2021*.

**This Amendment is made effective as of the date signed by HCCC's Executive Director and will be noted at the time of signature.*

SB 12-21-2021
XD

FOR JEFFERSON COUNTY:

By: KD 12/13/21
Kate Dean, Chair Date
Board of Jefferson County Commissioners

FOR HOOD CANAL COORDINATING COUNCIL:

By: Scott Brewer 12-21-2021
Scott Brewer Date
Executive Director

ATTEST:

By: Carolyn Gallaway 12/12/21
Carolyn Gallaway Date
Clerk of the Board

APPROVED AS TO FORM ONLY:

By: Philip C. Hunsucker December 4, 2021
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney



Hood Canal Coordinating Council

Jefferson, Kitsap & Mason Counties; Port Gamble S'Klallam & Skokomish Tribes

17791 Fjord Drive NE, Suite 118, Poulsbo, WA 98370

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
THE HOOD CANAL COORDINATING COUNCIL
AND
JEFFERSON COUNTY PUBLIC HEALTH**

PROFESSIONAL SERVICES CONTRACT AGREEMENT AMENDMENT NO. 1

This Agreement Amendment is made and entered into between Jefferson County Public Health, an independent consultant located at 615 Sheridan Street, Port Townsend, WA 98368 (see Contract Exhibit B Checklist for consultant's EIN and UBI numbers), hereinafter "Consultant", and the Hood Canal Coordinating Council ("HCCC"), with its principal office located at 17791 Fjord Drive NE, Suite 118, Poulsbo, WA 98370, hereinafter "HCCC."

In consideration of the mutual benefits and covenants contained herein, the parties agree that their original Agreement, dated April 9, 2020, for work performed under Washington Department of Health (DOH), Hood Canal Regional Pollution and Identification Correction (HCRPIC) Program Phase 4, the contract language and Exhibit A - Independent Consultant Scope of Services, shall be amended as follows:

Summary of changes:

- Modify and add terms and conditions related to COVID-19 safety;
- Increase budget from \$15,000 to \$18,000;
- Extend end date from Dec 31, 2021, to September 30, 2022, and adjust deliverable dates accordingly; and
- Update HCCC staff contact information.

Modify clause (underlined): Pg. 4, Item. 10) **MATERIALS AND EQUIPMENT.** -- Consultant shall provide all materials and equipment necessary to perform its obligations under this Agreement: Provided, however, that Consultant 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 may purchase said supplies and services on behalf of the Consultant as part of this Agreement. Materials and equipment includes but is not limited to, appropriate safety plans and providing personal protective equipment to employees to address continued performance under the contract where such continued performance can be done in compliance with Federal, State or County Emergency Orders despite the presence of such causes. Any materials and equipment will be indicated in Exhibit A - Scope of Services.

New: Pgs. 7-8, Add new Item. 23 (renumber items thereafter) **FORCE MAJEURE.** -- Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Party. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6)

quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. Notice of a Party's failure or delay in performance due to force majeure must be given to the unaffected Party promptly thereafter but no later than five (5) days after its occurrence which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement that have been affected by force majeure shall be tolled for the duration of such force majeure. In no event shall any Party be required to prevent or settle any labor disturbance or dispute. Notwithstanding the foregoing, should the event(s) of force majeure suffered by a Party extend beyond a six-month period, the other Party may then terminate this Agreement by written notice to the non-performing Party, with the consequences of such termination as if this Agreement had expired (and was not terminated) in accordance with other provisions herein.

EXHIBIT A

Independent Consultant Scope of Services

Project: Hood Canal Regional Pollution Identification and Correction Program – Phase 4

Consultant: Jefferson County Public Health

Description of Services

Jefferson County Public Health (JCPH) will provide services to support the implementation of the Hood Canal Regional Pollution Identification and Correction (HCRPIC) Program's Phase 4, as described below.

This Agreement may require modification based on circumstances beyond the control of HCCC and Jefferson County. PIC projects rely on field work (parcel surveys and investigations) to identify onsite sewage system (OSS) failures. The field work portion of this project is subject to the uncertainty of current and potential COVID-19 constraints. HCCC will monitor the Governor's COVID-19 safety restrictions and orders for implications on this Scope of Work and may need to amend or terminate this contract as directed by the Governor and State Department of Health.

During the course of this project, coordinators will work closely with field partners and follow Washington State guidance to determine how and when PIC field work can be safely conducted. The Parties recognize that field work timelines will need to be extremely flexible due to potential public safety limitations and available staff resources.

The following project information is excerpted from HCCC's base agreement scope of work with Washington State Department of Health:

Contract number: CBO24134

Subrecipient Organization: Hood Canal Coordinating Council

Subrecipient Contact: Haley Harguth, Watershed Program Manager, hharguth@hccc.wa.gov, 360.328.4625; Scott Brewer, Executive Director, sbrewer@hccc.wa.gov, 360.531.0575

DUNS #: 620533930

CPAR Info: Statewide Vendor # 0011386-00, UBI 602-080-310, Federal Tax ID 91-2085994

DOH Contract Manager: Megan Schell megan.schell@doh.wa.gov, 360.236.3307

Federally Approved Indirect Rate: 10% (de minimis)

Period of Performance: Date of Execution (DOE) – ~~December 21, 2021~~ September 30, 2022.

NOTE: EPA stretch goals are to spend awarded funds within 2 years

Project Description: This project funds pollution identification and correction activities to protect and improve Hood Canal water quality to safeguard public and ecosystem health and keep shellfish growing areas and recreational beaches open by preventing bacterial pollution flowing into surface waters. The Hood Canal Regional Pollution Identification and Correction Program brings together local health jurisdictions and tribal partners across the Hood Canal region to coordinate water quality protection actions. This unique regional structure enables cross-jurisdictional sharing of resources and expertise to solve water quality challenges threatening Hood Canal's community and ecosystem health.

Not to exceed: ~~\$222,353~~ \$322,353

Near Term Action ID: 2018-0639

Overview

The Hood Canal Regional Pollution Identification and Correction Program (HCRPIC) core partners will work collaboratively to implement prioritized Pollution Identification and Correction (PIC) work throughout Hood Canal to help reduce bacterial contamination and increase harvestable shellfish acres. HCRPIC core members include Jefferson, Kitsap, and Mason Counties, the Port Gamble S'Klallam and Skokomish Tribes; other partners include the county conservation districts, Hood Canal Salmon Enhancement Group, and Washington State University (WSU) Extension.

There are eighteen shellfish growing areas in the Hood Canal Action Area. As of 2019, the Hood Canal Action Area had 29,766 acres of approved growing areas, 1,515 acres with conditional approval, and about 3,144 acres of prohibited or restricted growing area. Washington State Department of Health (DOH) has identified several emergency closure zones, threatened areas, and areas of concern based on marine water quality data. There are close to 30,000 onsite sewage systems (OSS) in the project area, many in close proximity to waterbodies and approximately one third of the systems are over 30 years old. PIC programs have been essential to maintain and improve water quality and will continue to be vital for the health of Hood Canal and its communities.

The project will primarily address fecal pollution and associated pathogens. As fecal pollution sources are corrected, less nutrients and organic materials, associated with human and animal waste, will enter Hood Canal. That will result in less oxygen demand to break down algae blooms resulting from excess nutrients and the organic materials in waste. Hood Canal Regional PIC Program implementation will identify and correct pathogen sources. The resulting water quality improvements will help achieve the Puget Sound Partnership's Vital Sign recovery target to increase harvestable shellfish acreage.

Phase 1 of the HCRPIC program developed a coordinated PIC monitoring plan with the goal to upgrade shellfish harvest areas and prevent future downgrades in Hood Canal priority areas. In the Phase 2 and 3 implementation phases, priority shoreline areas were determined by HCRPIC

members using current water quality monitoring information to identify the most important shoreline areas to survey. The prioritization of shoreline areas will be updated annually as new data emerges. Phase 3 ended in August 2019, collectively resulting in 66 shoreline miles monitored, 380 site inspections completed, 55 OSS failures identified, with 28 OSS repairs completed and the rest in progress. The incomplete OSS repairs will continue to be tracked in Phase 4. Phase 4 builds off of previous implementation phases but with a reduced scope of work due to funding limitations. HCRPIC Program - Phase 4 components include: shoreline surveys in priority Hood Canal shoreline areas, pollution hotspot investigation and correction, updated GIS mapping of OSS in Hood Canal, outreach and education to Hood Canal OSS property owners and decision makers, OSS maintenance rebates, ambient stream water quality monitoring, and regional inter-jurisdictional coordination.

The Phase 4 work plan will be developed in consultation with DOH and will include:

- Remaining Phase 3 priority hotspots and work areas including Hoodsport, Union, Big Bend, Alderbrook, and Annas Bay-Skokomish River valley, and
- Other areas with urgent public health or emerging water quality concerns.

Goals & Measurable Objectives

Description (e.g., "shellfish beds reopened")	Units (e.g. "acres")	Targets ("number")
Upgrade 50 acres from prohibited to approved in Hoodsport area of Hood Canal 6	Acres	50
Reopen all closed parcels due to elevated bacteria in drainages or due to failing onsite septic systems	Parcels	30
Number of hotspots identified in Mason County	Hotspots	Unknown (will be reported quarterly)
Number of site inspections completed in Mason County	Site Inspections	50
Number of OSS failures identified in Mason County	OSS Failures	3 5
Number of OSS failures corrected in Mason County	OSS Corrections	3 5
Area of shoreline surveys conducted in priority areas	Miles	3 5
Number of ambient freshwater samples collected	Samples	100

End of Excerpt.

Jefferson County's HCRPIC Phase 4 Tasks

The following are the tasks, deliverables, and deadlines associated with this subaward. Task numbering aligns with the task numbers in HCCC's base grant with DOH.

Task 3. Hood Canal Regional Pollution Identification and Correction Program Phase 4 Implementation

Task 3.1 HCRPIC Program Coordination

This task includes: collaboration with program partners to establish shared protocols and work flows, and the Phase 4 Workplan, preparation of invoices and progress reports for project coordinators,

coordination of County staff on work toward Phase 4 objectives, coordination with landowners within the project area, upkeep and quality assurance of program data, data reporting, and contributions to program deliverables, including quarterly and final reports, sustainable funding efforts, and outreach materials.

Project Coordination

Coordinate implementation of HCRPIC in your jurisdiction following HCRPIC protocols described in the HCRPIC Guidance Document and the project Quality Assurance Project Plan (QAPP). Monitor spending and progress toward deliverables.

Submit monthly invoices and progress reports (using HCRPIC Program templates) **by the 15th of the following month**. Communicate any concerns to HCRPIC Coordinator that progress is not on track.

Invoices will be reimbursed upon satisfactory progress and reporting on the deliverables within each payment period.

- Send invoices via e-mail to admin@hccc.wa.gov HCCC accountant, Terry Fischer (tfischer@hccc.wa.gov)
- Send progress reports via email to [Haley Harguth \(hharguth@hccc.wa.gov\)](mailto:hharguth@hccc.wa.gov) [Nate White \(nwhite@hccc.wa.gov\)](mailto:nwhite@hccc.wa.gov)

HCRPIC Ph. 4 Workplan

HCRPIC partners will work collaboratively to develop the HCRPIC Phase 4 Workplan, which will establish priority areas for shoreline and ambient freshwater stream monitoring and sanitary surveys, targeting areas of known pollution hotspots, or facing shellfish growing area downgrades. The Phase 4 Workplan will be informed by data from the HCRPIC Program Phase 3 results and GIS analysis, current water quality information gathered from county health jurisdictions and tribes, and monitoring data and recommendations from Washington State Department of Health technical staff. It will outline tasks to build upon supporting work conducted in Phase 3. The Phase 4 Workplan will outline any changes to HCRPIC Program procedures for data collection, PIC hotspot investigations, and reporting, including the enforcement process and timeline, and protocol for communication of public health risks. *Field work activities cannot begin until the HCRPIC Phase 4 Workplan is completed.*

Data Collection & Reporting

Submit field work data to project coordinators every quarter using the HCRPIC Cumulative Data Report template. Data reported to the HCRPIC Program should include all PIC field work performed in Hood Canal funded by the HCRPIC Program grant, as well as other funding sources, in order to provide a comprehensive report of all Hood Canal PIC efforts across jurisdictions. Data is expected to be thoroughly reviewed by the submitter for quality assurance and quality control prior to it being submitted. Final Cumulative Data Reports will be submitted to project coordinators after field work is completed to prepare for analysis, mapping, and EPA WQX data entry. All data collected that is funded by this grant must be shared with state and federal agencies upon request.

HCRPIC Guidance Group Meetings

HCRPIC partners will share information and ideas, make collaborative decisions, and help guide HCRPIC Program's direction. The Guidance Group provides oversight, guidance, shared learning, and structure for consistent procedures across the PIC program. Guidance Group meetings with project partners will be held quarterly or as needed to advance collaborative work in the PIC project area. At Guidance Group meetings, partners will:

- Report on Phase 4 Workplan implementation, including current progress updates, success stories, lessons learned, requests for advice and assistance, next steps, upcoming events, etc.
- Present hotspots for consideration of elimination following hotspot closure protocol described in HCRPIC Guidance Document. This information will be included in the HCRPIC Phase 4 final report.
- Provide updates on sustainable funding efforts.

Strategic Planning/Sustainable Funding

Strategic planning efforts will be conducted to develop and implement a plan to enhance the HCRPIC Program's efforts to reduce bacterial contamination in the shellfish growing areas of Jefferson, Kitsap, and Mason Counties. HCRPIC partners will work with program coordinators to develop a strategic plan, which addresses the key elements in the Pollution Identification and Correction Program Draft Protocols Recommendations provided by the Departments of Health and Ecology. The Guidance Group will determine objectives and scope of activities, which may include hiring an outreach consultant to support the development of a sustainable funding outreach campaign, outreach products, and presentations to decision-makers on water quality protection, program successes and sustainable funding. HCRPIC partners will provide updates of sustainable funding efforts at Guidance Group meetings.

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Data on rebate recipients and services reimbursed will be tracked and analyzed to evaluate the effectiveness of the rebate program as a behavior change tool and inform future phases.

Deliverables

Task	Deliverable Description	Due Date
3.1	Describe coordination activities in monthly progress reports. Report on workplan implementation progress at quarterly Guidance Group meetings.	Ongoing, monthly At quarterly Guidance Group meetings
3.3	OSS Maintenance Rebates a) Provide input on HCRPIC Phase IV rebate process for DOH review and approval b) Develop OSS rebate outreach materials using HCRPIC template c) Report number of rebates processed in monthly progress reports and in final reporting	a) March 31 <u>Oct 31, 2020</u> b) July 31, Dec 31, 2020 c) Ongoing, complete by Dec 31, 2021 <u>Sept 30, 2022</u>

Project Budget

HCRPIC Program Ph. 4 Budget - Jefferson County			
Task 3.1: Program Coordination			
Personnel	Hours	Wages & Benefits	Total
Michael Dawson	20 <u>30</u>	\$48.70	\$974 <u>\$1,461</u>
Susan Parke Munroe	20 <u>26.1</u>	\$36.89	\$738 <u>\$963</u>
Tim Weissman	20 <u>30</u>	\$38.13	\$763 <u>\$1,144</u>
Jacquelyn Stenman	20 <u>30</u>	\$33.69	\$674 <u>\$1,011</u>
Lara Gaasland-Tatro	20 <u>30</u>	\$33.91	\$678 <u>\$1,017</u>
Amanda Christofferson	20 <u>30</u>	\$32.61	\$652 <u>\$978</u>
Emma Erickson Shirley Reynolds	20	\$32.61	\$652
Personnel Subtotal			\$5,131 <u>\$7,226</u>
Indirect Costs		44.84%	\$2,301 <u>\$3,240</u>
Task 3.1 Subtotal			\$7,431 <u>\$10,466</u>
Task 3.3: OSS Maintenance Rebates			
Other Costs			
OSS O&M Rebates			\$5,200
Other Costs Subtotal			\$5,200
Indirect Costs		44.84%	\$2,332
Task 3.3 Subtotal			\$7,532

Subtotals			
Personnel Total			\$5,131 <u>\$7,226</u>
Other Costs Total			<u>\$5,200</u>
Travel Total			
Indirect Costs		44.84%	\$4,632 <u>\$5,572</u>
Grand Total			14,963 <u>\$17,998</u>

Compensation

The Consultant shall be compensated under this agreement in an amount not to exceed: ~~\$15,000~~ \$18,000. Submit monthly invoices to the Accountant by the 15th of the following month. Expenses are payable with prior authorization from HCCC project manager, and contingent upon satisfactory progress reporting toward completion of project deliverables. Consultant shall submit the final invoice, or any claims for payments not already made, no later than 30 days from the expiration or termination of the agreement.

Progress Reporting

Consultant will submit progress reports each month by the 15th of the following month to accompany invoices. A progress report template will be provided. Submit progress reports to the project manager.

Travel

If claiming mileage Consultant will submit a mileage Report for reimbursement with invoice. Mileage and travel costs will be reimbursed at current federal rates or allowances.

Contract Duration Date

The effective date is the date the contract is signed by the Executive Director and ends ~~December 31, 2021~~ September 30, 2022.

Consultant Checklist

Consultant completed and provided requested information on Exhibit B with original agreement.

Contract Representatives:

Scott Brewer, Executive Director
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 118
Poulsbo, WA 98370-8430
sbrewer@hccc.wa.gov
~~360-394-0046~~
360-531-0575

HCCC Project Managers:
Haley Harguth, Watershed Program Manager
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 118
Poulsbo, WA 98370-8430
hharguth@hccc.wa.gov
360-328.4625

Nate White, Watershed Project Coordinator
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Poulsbo, WA 98370-8430
nwhite@hccc.wa.gov
360-900-6442

Accountant:
Terry Fischer
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 118
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admin@hccc.wa.gov
tfischer@hccc.wa.gov
360-900-9063 360-394-0045

Consultant Representatives:

Kate Dean, Chair, Board of County Commissioners
Veronica Shaw, Public Health Deputy Director
Jefferson County Public Health
615 Sheridan St
Port Townsend WA 98368
veronica@co.jefferson.wa.us
360-385-9400 x409

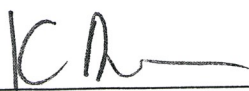
Project Manager:
Michael Dawson, Water Quality Manager
Jefferson County Public Health
615 Sheridan St
Port Townsend WA 98368
mdawson@co.jefferson.wa.us
360-385-9444 x301

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 3rd day of May, 2021.

JEFFERSON COUNTY

HOOD CANAL COORDINATING COUNCIL



Kate Dean, Chair
Board of Jefferson County Commissioners

5/3/21

Date

Scott Brewer
Executive Director

Date

Nate White, Watershed Project Coordinator
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 118
Poulsbo, WA 98370-8430
nwhite@hccc.wa.gov
360-900-6442

Accountant:

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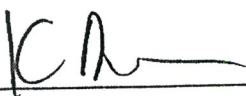
Project Manager:

Michael Dawson, Water Quality Manager
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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 3rd day of May, 2021.

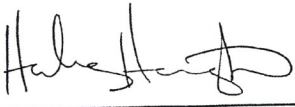
JEFFERSON COUNTY



Kate Dean, Chair
Board of Jefferson County Commissioners

5/3/21
Date

HOOD CANAL COORDINATING COUNCIL



Haley Harguth
for Scott Brewer.
May 13, 2021

Scott Brewer
Executive Director

Date

ATTEST:

By: Carolyn Gallaway
Carolyn Gallaway, Clerk of the Board

APPROVED AS TO FORM ONLY:

By: P.C. / [Signature] 7/22/2024
Philip C. Hunsucker, Chief Civil Deputy
Prosecuting Attorney



PROFESSIONAL SERVICES CONTRACT AGREEMENT
BETWEEN
HOOD CANAL COORDINATING COUNCIL
AND
JEFFERSON COUNTY PUBLIC HEALTH

THIS AGREEMENT is between Hood Canal Coordinating Council (HCCC), located at 17791 Fjord Drive, NE, Suite 118, Poulsbo, WA 98370, and Jefferson County Public Health (Consultant), with an address of 615 Sheridan Street, Port Townsend, WA 98368, and is made effective as of the date signed below by HCCC. HCCC and Contractor are also referred to as the "Parties" and each as a "Party."

The Parties to this Agreement 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 members, directors, officers, employees and agents;
 - b) "Consultant" means the Consultant and its directors, officers, employees, agents and subcontractors; and
 - c) "Contract Representative" means the person designated below and incorporated by reference, to serve as representative of HCCC and the Consultant for purposes of administration of this Agreement.
- 2) **SERVICES TO BE PERFORMED AND DELIVERABLES.** -- The Consultant agrees to provide services to HCCC, in accordance with applicable professional standards, as described in Exhibit A and the Funding Source Programmatic Conditions (if any), as described in Exhibit A. No work shall commence under this Agreement until it is fully executed by both Parties.
- 3) **COMPENSATION.** --
 - a) Except as provided herein, HCCC agrees to pay Consultant on a monthly basis following receipt of an invoice documenting services rendered and costs incurred, in a manner and amount stipulated in Exhibit A.

- b) Consultant shall submit the final invoice, or any claims for payments not already made, no later than 30 days from the expiration or termination of the agreement.
- i) HCCC may, at its sole discretion, retain up to 10 percent of the amount otherwise due and owing under each invoice until Consultant completes all work described in Exhibit A, or otherwise authorized by HCCC. HCCC shall notify Consultant of the amount retained and deposit the retained amount in an interest-bearing account. HCCC shall release the amount retained, together with earned interest, not later than 30 days after receipt of a final invoice and acceptance of HCCC of all work authorized.
 - ii) HCCC may, at its sole discretion, retain an amount otherwise due and owing under each invoice until Consultant provides HCCC with evidence that the Consultant has paid industrial insurance premiums for its employees and/or is in compliance with state industrial insurance requirements.
- c) **Allowable Costs.** --
- i) Travel Expenses. -- HCCC agrees to reimburse Consultant up to the amount stipulated in Exhibit A for travel expenses (including per diem) from Consultant's home or principal place of business to meeting sites. HCCC shall reimburse Consultant for travel expenses in accordance with federal travel regulations. Payment for expenses over the category amount will not be honored without prior approval of HCCC's Contract Representative.
 - ii) Other Expenses. -- HCCC agrees to reimburse Consultant for miscellaneous expenses specified in Exhibit A, provided those costs are allowable under the Federal Cost Principles set forth in the OMB Uniform Guidance, 2 CFR Part 200. Any request over the category amount will not be honored without prior approval by HCCC's Contract Representative.
- d) **Unallowable Costs.** --
- i) Management fees or similar charges in excess of the direct costs are not allowable.
 - ii) If Consultant expends more than the amount of its approved budget in anticipation of receiving additional funds, it does so at its own risk. HCCC is not legally obligated to reimburse Consultant for costs incurred in excess of the approved budget.
- e) **Invoice.** -- Consultant's invoice shall indicate dates of service, a description of work performed, and time spent on that date in providing service under this Agreement. The invoice shall include travel claims for travel expenses incurred by Consultant in connection with performance under this Agreement. The

invoice shall provide a progress report describing all activities accomplished for the period being invoiced.

i) Invoices should be sent to the Accountant at the HCCC address listed below via U.S. Postal Service or email (not both).

ii) Invoices must be submitted by a representative of the Consultant who has the Consultant's full authority to render such reports and requests for payment and certify to the following at time of submission:

By signing this payment request, I certify to the best of my knowledge and belief that the payment request is true, complete, and accurate. The expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. 18 USC 1001 and 31 USC 3729-3730 and 3801-3812.

4) **TERM.** -- The term of this Agreement commences on the effective date, the date the agreement is signed by the HCCC Executive Director below, and continues until December 31, 2021 as stipulated in Exhibit A, or until terminated by the Parties. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, HCCC may terminate the contract under the "Term" clause without a notice requirement.

5) **SUBCONTRACTING.** -- Consultant may not subcontract without prior written approval by the HCCC.

6) **TRAINING.** -- Consultant acknowledges that no training will be provided to Consultant under this Agreement. Consultant 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) **BUSINESS LICENSES AND TAXES.** --

a) Consultant 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.

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

i) Unified business identifier number from the State of Washington and that its business license is in good standing;

- ii) Washington State Department of Revenue account and that the account is in good standing;
 - iii) Washington State Labor and Industries account and that the account is in good standing or that the Consultant is exempt from the state's industrial insurance requirements;
 - iv) Data Universal Numbering System (DUNS) number; and
 - v) Central Contractor Registry (CCR) through SAM.gov.
- c) All other necessary licenses and permits to perform the work specified in Exhibit B.

8) **INDEPENDENT CONSULTANT STATUS.** --

- a) Consultant shall act as an independent Consultant, and in no way shall be considered an employee of HCCC. Consultant 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 Consultant. Consultant 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) Consultant acknowledges that Consultant 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 Consultant is not or was not an independent Consultant for any period during the term of this Agreement and reclassifies Consultant as an employee, Consultant 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.
 - c) Consultant 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.
- 9) **NON-EXCLUSIVE CONTRACT.** -- This Agreement is non-exclusive. Consultant reserves the right to perform services for others during the term of the Agreement.
- 10) **MATERIALS AND EQUIPMENT.** -- Consultant shall provide all materials and equipment necessary to perform its obligations under this Agreement: Provided, however, that Consultant 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 may purchase said supplies and services on behalf of the Consultant as part of this Agreement.

11) **INDEMNIFICATION.** --

- a) To the fullest extent permitted by law, Consultant hereby indemnifies and holds HCCC harmless from any and all loss, damage, suits, liability, claims, demands or costs, whatsoever, whether arising at law or in equity, or sounding in tort, contract or other causes of action arising from any claim or liability resulting from Consultant's performance of services described in Exhibit A under this Agreement, except to the extent caused by the negligence of HCCC.
- b) Consultant hereby indemnifies and holds HCCC harmless from any additional taxes, interest and penalties due from Consultant or HCCC resulting from reclassification in the event the IRS or any state or local taxing authority successfully asserts that Consultant is not or was not an independent Consultant for any period during the term of this Agreement and reclassifies Consultant as an employee.

12) **INSURANCE.** -- Consultant shall provide HCCC with a certificate of insurance for each insurance provision required in this section. The certificate of insurance shall be effective during the duration of this agreement. HCCC may require that the certificate of insurance name HCCC as an additional insured party. Consultant shall also require all of its subcontractors to maintain the same type and level of insurance as required in this section and provide certificates of insurance to HCCC as required in this section. Consultant shall, at its own expense, acquire and maintain the following insurance throughout the term of the Agreement:

- a) Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks and trailers. Such insured shall provide the Standard Comprehensive Automobile Liability policy in limits not less than \$1,000,000 Combined Single Limit;
- b) Commercial General Liability Coverage Insurance, with not less than the following limits: \$1,000,000 for each occurrence limit, \$1,000,000 for personal injury limit, \$2,000,000 general aggregate limit;
- c) Professional Liability Insurance in an amount not less than \$1,000,000 per claim and in the aggregate; and
- d) Workers' Compensation and Employer Defense Insurance as required by statute and employer liability coverage, with not less than the following limits: \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease and \$1,000,000 policy limit for bodily injury by disease.
- e) Notwithstanding the forgoing, Contractor maintains a system for self-insurance that meets the requirements of this section 12.

- 13) **CONFIDENTIALITY.** -- Information produced or made available to the Consultant shall not be disclosed to others or used for any other purpose, except as required under this contract, without prior written approval by HCCC.
- 14) **OWNERSHIP OF PRODUCTS PRODUCED UNDER THIS CONTRACT.** -- All data and products developed under this contract, excluding copyrighted material used with permission, or other public data that cannot be copyrighted, shall become the sole property of the HCCC and its assigns. Permission for its subsequent use must be obtained from the HCCC prior to that use. Any alteration of the data by HCCC for purposes other than those intended by this Agreement shall be at HCCC's sole risk and without legal liability upon the Consultant.
- 15) **PUBLICITY AND ACKNOWLEDGEMENT OF SUPPORT.** --
- a) Consultant gives HCCC the right and authority to publicize HCCC's financial support for this Agreement and the Project in press releases, publications and other public communications. Consultant agrees to: (i) give appropriate credit to HCCC and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions below; and (ii) include the disclaimer provided for in (b). Consultant must obtain prior HCCC approval for the use relating to this Agreement of the HCCC logo or the logo of any Funding Source.
- b) **Disclaimers.** -- Payments made under this Agreement do not by direct reference or implication convey HCCC's endorsement nor the endorsement by any other entity that provides funds through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer:
- i) For Projects funded in whole or part with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the Hood Canal Coordinating Council and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the Hood Canal Coordinating Council or its funding sources."
- ii) For Projects not funded with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the Hood Canal Coordinating Council or its funding sources. Mention of trade names or commercial

products does not constitute their endorsement by the Hood Canal Coordinating Council or its funding sources."

- 16) **INSPECTION AND RETENTION OF RECORDS.** -- The Consultant shall make all applicable financial records, supporting documents, and all other pertinent records related to this Project, available to HCCC, the State of Washington, the U.S. Government or any of their duly authorized representatives, for inspection. Records shall be retained for a period of six years after final payment under this Agreement has been made. If any litigation, claim or audit is started before expiration of the six-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 17) **NONDISCRIMINATION.** -- By signing this Agreement, the Consultant certifies that it is an Equal Opportunity Employer and in compliance with all state and federal nondiscrimination requirements. The Consultant agrees to continue to be in compliance with all state and federal nondiscrimination requirements. Consultant agrees to comply fully with applicable civil rights statutes and regulations, including Title IV of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the American Disabilities Act.
- 18) **COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT.** -- Consultant is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled and remain in compliance with 18 U.S.C. 874 and 40 U.S.C. 276c.
- 19) **PREVAILING WAGE.** -- The Consultant agrees to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract when required by state law to do so, and to comply with provisions of the Davis-Bacon Act (40 USC 3141-3148), Contract Work Hours and Safety Standards Act (40 USC 3701-3708), other federal laws and Chapter 39.12 RCW, as amended, and the rules and regulations of the Department of Labor and Industries.
- 20) **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 Kitsap County, Washington.
- 21) **MODIFICATION.** -- This Agreement may not be waived, discharged or modified in any manner other than by written agreement of the Parties.
- 22) **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.

- 23) **TERMINATION.** -- Either party may terminate this Agreement with 30 days written notification to the other party. If this Agreement is so terminated, the Parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. HCCC shall have the right to terminate this Agreement in whole or in part at any time, if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.
- 24) **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.
- 25) **COSTS AND ATTORNEYS FEES.** -- If either party brings any action against the other for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall recover against the other party all costs and reasonable attorneys' fees, including costs and reasonable attorneys' fees incurred to enforce any judgment rendered pursuant to this Agreement.
- 26) **CERTIFICATIONS AND ASSURANCES RELATING TO FEDERAL FUNDS (if applicable).** -- If the Funding Source, including any secondary funding source, is paid with federal funds, the Consultant must comply with the following.
- a) **Uniform Guidance.** -- Consultant must comply with the Uniform Guidance (2 CFR Part 200) to the extent applicable to Consultant as a non-Federal entity receiving a federal award. With respect to cost principles: Non-Profit Organizations, Institution of Higher Education, State, Local or Tribal Government, must comply with the Cost Principles of the Uniform Guidance, 2 CFR Part 200; and Commercial (for-profit) organizations must comply with Title 48 Chapter 1 Subchapter E Part 31. No funds provided pursuant to this Agreement may be used to support any activities not authorized under this Agreement or allowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.
 - b) **Audit Requirements.** -- Consultant may be required to comply with the Federal Audit Requirements found in 2 CFR 200.500 (formerly OMB Circular A-133).
 - c) **Lobbying and Litigation (2 CFR 200.450).** --

- i) No funds under the Agreement may be used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law.
- ii) **New Restrictions on Lobbying.** -- In any subcontract over \$100,000, Consultant shall require that subcontractors submit certification and disclosure forms in accordance with the Byrd Anti-Lobbying Amendment, 31 USC 1352. Any consultant who makes a prohibited expenditure or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- d) **Debarment and Suspensions.** -- Unless Consultant has submitted a written justification fourteen (14) days prior to execution of this Contract, stating the reason that this term does not apply, which has been expressly accepted and approved by HCCC prior to execution, by signing this Agreement, Consultant warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The Consultant further provides that it shall not enter into any subaward, contract or other Contract using funds provided by HCCC with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at SAM.gov.
- e) **Drug-Free Workplace Certification.** -- Consultant shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in CFR Part 1536 Subpart B. Consultant shall identify all known workplaces under this Agreement, and keep this information on file during the performance of the Agreement. Consultants who are individuals must comply with the drug-free provisions set forth in 2 CFR Part 1536 Subpart C. The consequences for violating this condition are detailed under 2 CFR Part 1536 Subpart E.
- f) **Trafficking in Persons.** -- Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), Consultant shall comply with the below provisions. Further, Consultant shall flow down these provisions in all subcontracts, including a requirement that subcontractors similarly flow down these provisions all lower-tiered subcontracts. The provision is cited herein:

This provision applies only to a Sub-Recipient, and all sub-awardees of Sub-Recipient, if any. Sub-Recipient shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, 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."

Sub-Recipient and all sub-awardees of Sub-Recipient must inform AGENCY immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

- g) **Reducing Text Messaging while Driving, Executive Order 13513.** -- Consultant is encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.
- h) **Disadvantaged Business Enterprise.** -- Consultant agrees to good faith efforts whenever procuring construction, equipment, services and supplies in compliance with the requirements of EPA's Program of Utilization of Small, Minority and Women's Business Enterprise. 40 CFR 33.
- i) **Additional Responsibility Matters.** -- By signing this Agreement, Consultant warrants and represents that it is not subject to any of the below circumstances.
 - i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an Contract with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
 - ii) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.
- j) **Certification and Representation.** -- Consultant must submit those certifications and representations required by Federal statutes, or regulations to HCCC on an

annual basis. Submission may be required more frequently if the Consultant entity fails to meet a requirement of a Federal award.

27) **COUNTERPARTS.** -- This Agreement may be executed in counterparts, after execution by all Parties hereto, shall together constitute the Agreement.

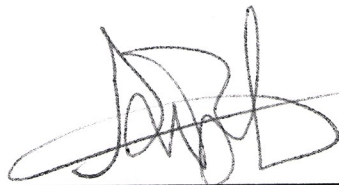
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the day and year below.

Hood Canal Coordinating Council



Scott Brewer, Executive Director

For: Jefferson County Public Health



5/18/2020

Jefferson County Commissioner, *Greg Brotherton*

Approved as to form:



5/1/2020

Jefferson County Prosecuting Attorney

This Agreement is made effective as of the date signed by the HCCC Executive Director on the 9th day of April, 2020

EXHIBIT A
Independent Consultant Scope of Services

**Hood Canal Regional Pollution Identification and Correction Program –
Phase 4**

CONSULTANT: JEFFERSON COUNTY

Description of Services

Jefferson County will provide services to support the implementation of the Hood Canal Regional Pollution Identification and Correction (HCRPIC) Program's Phase 4, as described below. The following project information is excerpted from HCCC's base agreement scope of work:

Contract number: CBO24134

Subrecipient Organization: Hood Canal Coordinating Council

Subrecipient Contact: Haley Harguth, Watershed Program Manager,
hharguth@hccc.wa.gov, 360.328.4625; Scott Brewer, Executive Director,
sbrewer@hccc.wa.gov, 360.531.0575

DUNS #: 620533930

CPAR Info (Statewide Vendor #, UBI, Federal Tax ID, etc.): 0011386-00, 602-080-310, 91-2085994

DOH Contract Manager: Megan Schell megan.schell@doh.wa.gov 360.236.3307

Federally Approved Indirect Rate: 10% (de minimis)

Period of Performance: DOE – December 31, 2021 **NOTE: EPA stretch goals are to spend awarded funds within 2 years**

Project Description: This project funds pollution identification and correction activities to protect and improve Hood Canal water quality to safeguard public and ecosystem health and keep shellfish growing areas and recreational beaches open by preventing bacterial pollution flowing into surface waters. The Hood Canal Regional Pollution Identification and Correction Program brings together local health jurisdictions and tribal partners across the Hood Canal region to coordinate water quality protection actions. This unique regional structure enables cross-jurisdictional sharing of resources and expertise to solve water quality challenges threatening Hood Canal's community and ecosystem health.

Not to exceed: \$ 222,353

Near Term Action ID: 2018-0639

OVERVIEW

The Hood Canal Regional Pollution Identification and Correction Program (HCRPIC) core partners will work collaboratively to implement prioritized Pollution Identification and Correction (PIC) work throughout Hood Canal to help reduce bacterial and increase harvestable shellfish acres. HCRPIC core members include Jefferson, Kitsap, and Mason Counties, the Port Gamble S'Klallam and Skokomish Tribes; other partners include the county conservation districts, Hood Canal Salmon Enhancement Group, and WSU Extension.

There are eighteen shellfish growing areas in the Hood Canal Action Area. As of 2019, the Hood Canal Action Area had 29,766 acres of approved growing areas, 1,515 acres with conditional approval, and about 3,144 acres of prohibited or restricted growing area. Washington State Department of Health (DOH) has identified several emergency closure zones, threatened areas, and areas of concern based on marine water quality data. There are close to 30,000 onsite sewage systems (OSS) in the project area, many in close proximity to waterbodies and approximately one third of the systems are over 30 years old. PIC programs have been essential to maintain and improve water quality and will continue to be vital for the health of Hood Canal and its communities.

The project will primarily address fecal pollution and associated pathogens. As fecal pollution sources are corrected, less nutrients and organic materials, associated with human and animal waste, will enter Hood Canal. That will result in less oxygen demand to break down algae blooms resulting from excess nutrients and the organic materials in waste. Hood Canal Regional PIC Program implementation will identify and correct pathogen sources. The resulting water quality improvements will help achieve the Puget Sound Partnership's Vital Sign recovery target to increase harvestable shellfish acreage.

Phase 1 of the HCRPIC program developed a coordinated PIC monitoring plan with the goal to upgrade shellfish harvest areas and prevent future downgrades in Hood Canal priority areas. In the Phase 2 and 3 implementation phases, priority shoreline areas were determined by HCRPIC members using current water quality monitoring information to identify the most important shoreline areas to survey. The prioritization of shoreline areas will be updated annually as

new data emerges. Phase 3 ended in August 2019, collectively resulting in 66 shoreline miles monitored, 380 site inspections completed, 55 OSS failures identified, with 28 OSS repairs completed and the rest in progress. The incomplete OSS repairs will continue to be tracked in Phase 4. Phase 4 builds off of previous implementation phases but with a reduced scope of work due to funding limitations. HCRPIC Program - Phase 4 components include: shoreline surveys in priority Hood Canal shoreline areas, pollution hotspot investigation and correction, updated GIS mapping of OSS in Hood Canal, outreach and education to Hood Canal OSS property owners and decision makers, OSS maintenance rebates, ambient stream water quality monitoring, and regional inter-jurisdictional coordination.

The Phase 4 work plan will be developed in consultation with DOH and will include:

- Remaining Phase 3 priority hotspots and work areas including Hoodsport, Union, Big Bend, Alderbrook, and Annas Bay, and
- Other areas with urgent public health or emerging water quality concerns

GOALS & MEASURABLE OBJECTIVES

Description (e.g., "shellfish beds reopened")	Units (e.g. "acres")	Targets ("number")
Upgrade 50 acres from prohibited to approved in Hoodsport area of Hood Canal 6	Acres	50
Reopen all closed parcels due to elevated bacteria in drainages or due to failing onsite septic systems	Parcels	30
Number of hotspots identified in Mason County	Hotspots	Unknown (will be reported quarterly)
Number of site inspections completed in Mason County	Site Inspections	50
Number of OSS failures identified in Mason County	OSS Failures	3
Number of OSS failures corrected in Mason County	OSS Corrections	3

Area of shoreline surveys conducted in priority areas	Miles	5
Number of ambient freshwater samples collected	Samples	100

JEFFERSON COUNTY'S HCRPIC PHASE 4 TASKS

The following are the tasks, deliverables, and deadlines associated with this subaward. Task numbering aligns with the task numbers in HCCC's base grant with DOH.

TASK 3. Hood Canal Regional Pollution Identification and Correction Program Phase 4 Implementation

3.1 HCRPIC PROGRAM COORDINATION

This task includes: collaboration with program partners to establish shared protocols and work flows, and the Phase 4 Workplan, preparation of invoices and progress reports for project coordinators, coordination of County staff on work toward Phase 4 objectives, coordination with landowners within the project area, upkeep and quality assurance of program data, data reporting, and contributions to program deliverables, including quarterly and final reports, sustainable funding efforts, and outreach materials.

Project Coordination: Coordinate implementation of HCRPIC in your jurisdiction following HCRPIC protocols described in the HCRPIC Guidance Document and the project QAPP. Monitor spending and progress toward deliverables.

28) Submit monthly invoices and progress reports (using HCRPIC Program templates) **by the 15th of the following month**. Communicate any concerns to HCRPIC Coordinator that progress is not on track.

Invoices will be reimbursed upon satisfactory progress and reporting on the deliverables within each payment period.

- Send invoices via e-mail to admin@hccc.wa.gov
- Send progress reports via email to Haley Harguth (hharguth@hccc.wa.gov)

HCRPIC Ph. 4 Workplan: HCRPIC partners will work collaboratively to develop the HCRPIC Phase 4 Workplan, which will establish priority areas for shoreline and ambient freshwater stream monitoring and sanitary surveys, targeting areas of known pollution hotspots, or facing shellfish growing area downgrades. The Phase 4 Workplan will be informed by data from the HCRPIC Program Phase 3 results and GIS analysis, current

water quality information gathered from county health jurisdictions and tribes, and monitoring data and recommendations from Washington State Department of Health technical staff. It will outline tasks to build upon supporting work conducted in Phase 3. The Phase 4 Workplan will outline any changes to HCRPIC Program procedures for data collection, PIC hotspot investigations, and reporting, including the enforcement process and timeline, and protocol for communication of public health risks. *Field work activities cannot begin until the HCRPIC Phase 4 Workplan is completed.*

Data Collection & Reporting: Submit field work data to project coordinators every quarter using the HCRPIC Cumulative Data Report template. Data reported to the HCRPIC Program should include all PIC field work performed in Hood Canal funded by the HCRPIC Program grant, as well as other funding sources, in order to provide a comprehensive report of all Hood Canal PIC efforts across jurisdictions. Data is expected to be thoroughly reviewed by the submitter for quality assurance and quality control prior to it being submitted. Final Cumulative Data Reports will be submitted to project coordinators after field work is completed to prepare for analysis, mapping, and EPA WQX data entry. All data collected that is paid by this grant must be shared with state and federal agencies upon request.

HCRPIC Guidance Group Meetings: HCRPIC partners will share information and ideas, make collaborative decisions, and help guide HCRPIC Program's direction. The Guidance Group provides oversight, guidance, shared learning, and structure for consistent procedures across the PIC program. Guidance Group meetings with project partners will be held quarterly or as needed to advance collaborative work in the PIC project area. At Guidance Group meetings, partners will:

- Report on Ph 4 Workplan implementation, including current progress updates, success stories, lessons learned, requests for advice and assistance, next steps, upcoming events, etc.
- Present hotspots for consideration of elimination following hotspot closure protocol described in HCRPIC Guidance Document. This information will be included in the HCRPIC Ph. 4 final report.
- Provide updates on sustainable funding efforts.

Strategic Planning/Sustainable Funding: Strategic planning efforts will be conducted to develop and implement a plan to enhance the HCRPIC Program's efforts to reduce bacterial contamination in the shellfish growing areas of Jefferson, Kitsap, and Mason Counties. HCRPIC partners will work with program coordinators to develop a strategic plan, which addresses the key elements in the Pollution Identification and Correction Program Draft Protocols Recommendations provided by the Departments of Health and Ecology. The Guidance Group will determine objectives and scope of activities, which

may include hiring an outreach consultant to support the development of a sustainable funding outreach campaign, outreach products, and presentations to decision-makers on water quality protection, program successes and sustainable funding. HCRPIC partners will provide updates of sustainable funding efforts at Guidance Group meetings.

Training/Workshops: Assist project coordinators in preparing and leading HCRPIC Field Training Workshop. The HCRPIC members will participate in a field training and data reporting workshop addressing HCRPIC protocols and procedures. The workshop will be held in the first quarter after contract agreements are in place. LHJ Project coordinator and at least one field staff participating in HCRPIC Program field activities must attend the training.

Project partners may participate in DOH-sponsored PIC workshops and other trainings/events (subject to grant coordinator approval), as funds allow. Maximum of two events per sub-recipient, or two people may attend a single event.

3.3 ONSITE SEPTIC SYSTEM MAINTENANCE REBATES

Homeowner rebates for onsite septic system maintenance will be provided to priority parcels by local health jurisdictions. These rebates were very successful in Phases 2 and 3 to incentivize homeowners to properly operate and maintain their septic systems. In Phase 4, HCRPIC partners will offer rebate vouchers up to \$250 per OSS, to reimburse costs for OSS inspections and pumping, and small repairs.

Rebate notices will be distributed to targeted residences using a consistent format across jurisdictions. The criteria for rebate recipients will be determined by the Guidance Group and approved by DOH. In past phases, criteria were set to target homeowners who had not previously received a voucher, located in priority areas, or had missing or overdue maintenance records.

Data on rebate recipients and services reimbursed will be tracked and analyzed to evaluate the effectiveness of the rebate program as a behavior change tool and inform future phases.

DELIVERABLES

Task	Deliverable Description	Due Date
3.1	Describe coordination activities in monthly progress reports.	Ongoing, monthly

	Report on workplan implementation progress at quarterly Guidance Group meetings.	At quarterly Guidance Group meetings
3.3	OSS Maintenance Rebates a) Provide input on HCRPIC Phase IV rebate process for DOH review and approval b) Develop OSS rebate outreach materials using HCRPIC template c) Report number of rebates processed in monthly progress reports and in final reporting	a) March 31, 2020 b) July 31, 2020 c) Ongoing, complete by Dec 31, 2021

Project Budget

HCRPIC Program Ph. 4 Budget - Jefferson County			
Task 3.1: Program Coordination			
Personnel	Hours	Wages & Benefits	Total
Michael Dawson	20	\$48.70	\$974.00
Susan Parke Munroe	20	\$36.89	\$737.80
Tim Weissman	20	\$38.13	\$762.60
Jacquelyn Stenman	20	\$33.69	\$673.80
Lara Gaasland-Tatro	20	\$33.91	\$678.20
Amanda Christofferson	20	\$32.61	\$652.20
Emma Erickson	20	\$32.61	\$652.20
Personnel Subtotal			\$5,130.80
Indirect Costs		44.84%	\$2,300.65
Task 3.1 Subtotal			\$7,431.45
Task 3.3: OSS Maintenance Rebates			

Other Costs			
OSS O&M Rebates			\$ 5,200.00
Other Costs Subtotal			\$ 5,200.00
Indirect Costs		44.84%	\$ 2,331.68
Task 3.3 Subtotal			\$ 7,531.68
Subtotals			
Personnel Total			\$5,130.80
Other Costs Total			\$ 5,200.00
Travel Total			
Indirect Costs		44.84%	\$4,632.33
Grand Total			\$14,963.13

Compensation: The Consultant shall be compensated under this agreement in an amount not to exceed: \$15,000. Submit monthly invoices to the Accountant by the 15th of the following month. Expenses are payable with prior authorization from HCCC project manager, and contingent upon satisfactory progress reporting toward completion of project deliverables. Consultant shall submit the final invoice, or any claims for payments not already made, no later than 30 days from the expiration or termination of the agreement.

Progress Reporting: Consultant will submit progress reports each month by the 15th of the following month to accompany invoices. A progress report template will be provided. Submit progress reports to the project manager.

Travel: If claiming mileage Consultant will submit a mileage Report for reimbursement with invoice. Mileage and travel costs will be reimbursed at current federal rates or allowances.

Contract Duration Date: The effective date is the date the contract is signed by the Executive Director and ends December 31, 2021.

Consultant Checklist: Consultant will complete and provide requested information on Exhibit B.

Contract Representatives:

Scott Brewer, Executive Director
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 118
Poulsbo, WA 98370-8430
360-394-0046
sbrewer@hccc.wa.gov

HCCC Project Manager:
Haley Harguth, Watershed Program Manager
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 118
Poulsbo, WA 98370-8430
hharguth@hccc.wa.gov
360-328.4625

Accountant
Hood Canal Coordinating Council
17791 Fjord Drive, NE Suite 118
Poulsbo, WA 98370-8430
admin@hccc.wa.gov
360-900-9063

Consultant Representative(s):

Greg Brotherton, Chair, Board of County Commissioners
Veronica Shaw, Public Health Deputy Director
Jefferson County Public Health
615 Sheridan St
Port Townsend WA 98368
veronica@co.jefferson.wa.us
360-385-9400 x409

Project Manager:
Michael Dawson, Water Quality Manager
Jefferson County Public Health
615 Sheridan St
Port Townsend WA 98368
mdawson@co.jefferson.wa.us
360-385-9444 x301

EXHIBIT B
PROFESSIONAL SERVICES CONTRACT
CONSULTANT CHECKLIST

Consultant is a Subrecipient or a Contractor (Consultant): According to GSA-CX-1.8: Subrecipient and Contractor Determination guidelines, HCCC has determined that you are a Contractor.

UBI No. 161 001 169

Federal Tax ID No. 91-6001322

Provide Data Universal Numbering Systems (DUNS) number (if consultant's business has one): 184 826 790

Consultant Type: Local government

FEDERAL/STATE PASS-THROUGH INFORMATION

Refer also to information in Exhibit A.

Project Name: Hood Canal Shellfish Strategic Initiative, Hood Canal Regional Pollution and Identification Correction Program Phase 4

Funding Sources: Environmental Protection Agency (passed through) Washington State Department of Health

CFDA Program Title: Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program

Funding Source Award Date: 07/25/18

Funding Source Number (Federal Award Identification No): PC-01J18001-4

Catalog of Federal Domestic Assistance No. (CFDA): 66.123

Note: This award is not for R&D (research and development).

Complete Cyber Certification (if contract involves Collecting and Managing Data in federal system). N/A

Consultant is hereby provided with Exhibit A-1 WA DOH Agreement CBO24134 subrecipient Statement of Work Programmatic Conditions as applicable.

In accordance with 40 CFR 33.106 and its Appendix A, the contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor administration shall carry out application requirements of 40 CFR part 33 in the award of contract awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

If grant is over \$100,000 complete/sign restrictions on Lobbying Certification 40 CFR Part 34 (and disclosure if applicable): Sign and return Certification linked here

Certifications

DBE Program Reporting (indicate as appropriate):

Owned and Managed as Disadvantaged Business:

- ☐ Women Owned Business Enterprise
- ☐ Minority Owner Business Enterprise
- ☐ Veteran Owned Business Enterprise
- ☐ Community Based Organization

If certified by Washington State's Office of Minority and Women Owned Business Enterprise (OMWBE) www.omwbe.wa.gov or Department of Veterans Affairs (DVA), enter the certification number: County government.

Provide proof of WA Dept. of Revenue Account in Good Standing: See attached.

Provide proof of WA Labor & Industries Account in Good Standing (not debarred): 004,360-00. See attached.

Insurance (as applicable): See attached--submit renewal when expired.

- Commercial Auto Liability (if claiming mileage--use HCCC Mileage Report if included in Exhibit A tasks)
- Commercial General Liability (naming HCCC as additional insured)
- Professional Liability Insurance
- Workers' Compensation and Employer Defense Insurance

Notice: The Hood Canal Coordinating Council is an equal opportunity employer will not discriminate on the basis of race, creed, color, national origin, ancestry, sex, marital

status, gender, sexual orientation, age [40 and over], maternity, and childbirth, honorably discharged veteran or military status, disability, genetics, HIV and/or Hepatitis C status, use of a trained guide dog or service animal by a person with a disability, or other protected class [legally recognized] under federal, state or local law. Persons requiring reasonable accommodation in the application process or requiring any information in an alternative format may contact 360-394-0046. Inquiries about the HCCC's compliance may be directed to Scott Brewer, Executive Director.

Washington State Department of Revenue

[Services](#) > [Business Lookup](#) > JEFFERSON COUNTY AUDITOR

License Information:

[New search](#) [Back to results](#)

Entity name: JEFFERSON COUNTY AUDITOR
Business name: JEFFERSON COUNTY AUDITOR
Entity type: Municipality
UBI #: 161-001-169
Business ID: 001
Location ID: 0001
Location: Active
Location address: 1820 JEFFERSON
PORT TOWNSEND WA 98368
Mailing address: 623 SHERIDAN AVE
PORT TOWNSEND WA 98368

Excise tax and reseller permit status: [Click here](#)

Endorsements

Endorsements held at this location	License #	Count	Details	Status	Expiration date	First issuance
Minor Work Permit				Active	Jul-31-2020	Jul-29-1991

Governing People *May include governing people not registered with Secretary of State*

Governing people	Title
MC COLLUM CLISE, PAM	

Registered Trade Names

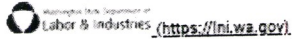
Registered trade names	Status	First issued
JEFFERSON COUNTY FLEET SERVICES	Active	Jun-13-2018
JEFFERSON COUNTY PARKS AND RECREATION	Active	Jun-11-2018

[View Additional Locations](#)

The Business Lookup information is updated nightly. Search date and time: 1/30/2020 12:14:58 PM

1/30/2020

JEFFERSON COUNTY AUDITOR



Contractors

JEFFERSON COUNTY AUDITOR

Owner or tradesperson GLEN HUNTINGFORD
Doing business as
JEFFERSON COUNTY AUDITOR

PO BOX 563
PORT TOWNSEND, WA 98368

WA UBI No.
161 001 169

Governing persons
GLEN
J
HUNTINGFORD
RICHARD WOJT;
ROBERT HINTON;

Certifications & Endorsements

OMWBE Certifications

No active certifications exist for this business.

Apprentice Training Agent

No active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the Oregon Bureau of Labor & Industries or Montana Department of Labor & Industry to verify if this business has apprentices.

Workers' Comp

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

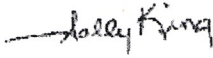
Account is current.

L&I Account ID
004,360-00

Doing business as
JEFFERSON COUNTY AUDITOR

Estimated workers reported
Quarter 4 of Year 2019 "Greater than 100 Workers"

L&I account contact
T9 / KAITLYN VU QUOC (360)902-5141 - Email: VUQK235@lni.wa.gov

CERTIFICATE OF MEMBERSHIP IN THE WASHINGTON COUNTIES RISK POOL	
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE JOINT SELF-INSURANCE LIABILITY COVERAGE AFFORDED BY THE WASHINGTON COUNTIES RISK POOL.	
MEMBER COUNTY: Jefferson County, Washington Attn: Philip Morley, County Administrator PO Box 1220 Port Townsend, WA 98368	Liability Coverage Afforded by the: Washington Counties Risk Pool 2558 R W Johnson Rd SW, Suite 106 Tumwater, WA 98512-6103
Jefferson County (the "County") is a member of the Washington Counties Risk Pool (the "Pool"), as authorized by RCW 48.62.031, and the County is covered by the Pool's Joint Self-Insurance Liability Program. The Pool's Joint Self-Insurance Liability Program was created by interlocal cooperative agreement amongst the Pool's member counties to share risks by "jointly, self-insuring" certain third-party liabilities. The Pool is NOT an insurance company. Claims that are covered under a Memorandum of Liability Coverage ("MLC") from the Pool and were submitted under Chapter 4.96 RCW (" <i>Actions against political subdivisions, municipal and quasi-municipal corporations</i> ") against the County, its employees, officers, volunteers and agents and/or actions in connection with or incidental to the performance of an agreement/contract which the County and/or its officers, employees or volunteers are found to be liable for will be paid by the Pool and/or the County.	
MLC NUMBER: MLC EFFECTIVE DATE: MLC EXPIRATION DATE: LIMITS OF LIABILITY EACH OCCURRENCE BI AND PD COMBINED:	20192020RISKPOOL-JFCO October 1, 2019 October 1, 2020 \$10,000,000
TYPES OF LIABILITY COVERAGE AFFORDED:	<u>General Liability</u> Including: Bodily Injury Personal Injury Property Damage Errors and Omissions/Professional Advertising Injury <u>Automobile Liability</u>
DESCRIPTION OF OPERATIONS/LOCATION/VEHICLE	CANCELLATION
Regional approach to water pollution identification and correction in the Hood Canal area During the MLC Period 10/1/19 - 10/1/20	SHOULD THE ABOVE DESCRIBED MLC BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUER WILL ENDEAVOR TO PROVIDE THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION NOR LIABILITY OF ANY KIND UPON THE ISSUER OR ITS AGENTS OR REPRESENTATIVES.
CERTIFICATE HOLDER:	ISSUE DATE:
Hood Canal Coordinating Council	September 20, 2019
	 Claims Specialist

DEPARTMENT ADMINISTRATION
Indirect

Salary/Benefits:	Stuart, Michael and administrative support	Total	143,574.89
Supplies:	Office/Operating, Budget	Total	370.43
Equipment:	Office Equipment	Total	-
Prof Services:		Total	2,062.30
Communications:	Postage/Other Phone	Total	1,028.45
Travel:	Travel	Total	420.20
Operating Rents/Lease	Room Rental	Total	-
Insurance:	General Liability	Total	11,071.00
Utility Service	Electric Use	Total	-
Repair & Maintenance	Repair and Maintenance	Total	-
Miscellaneous:	Training/Other Operating	Total	754.91
Interpov't Services:	Septic Rebates	Total	-
Capital Outlays:	Machinery & Equipment	Total	-
Interfund Prof Svcs:	Fiscal/Admin Fee	Total	107,820.37
Interfund Comm:	Conf. room phones, phones, long distance charges	Total	1,292.06
	Cost 444.84 per phone	Total	3,904.60
GIS:			
Building Rents:	Building Rent	Total	3,798.32
	10.74 per sq. ft.		
Copiers:	copiers, shared by all	Total	582.46
	Cost 3,536.50		
Vehicles:	Shared by All	Total	2,141.61
GENS:	Accounting System	Total	537.81
Computers:	laptops, admin computers	Total	5,465.66
	Cost Per Computer 2,432.55		
Records Mgt:	Shared by All	Total	4,401.12
	cost per box 56.00		
Grand Total for Indirect Costs:		Total	289,228.21

Direct

Salary/Benefits:	Total 128	Total	357,009.32
	Less Indirect		(143,574.89)
Supplies:	Total 128	Total	11,546.83
	Less Indirect		(370.43)
Equipment:	Total 128	Total	-
	Less Indirect		-
Prof Services:	Total 128	Total	150,774.77
	Less Indirect		(2,062.30)
Communications:	Total 128	Total	2,880.23
	Less Indirect		(1,028.45)
Travel:	Total 128	Total	1,264.16
	Less Indirect		(420.20)
Operating Rents/Lea	Room Rental	Total	135.00
	Less Indirect		-
Insurance:	General Liability	Total	11,071.00
	Less Indirect		(11,071.00)
Utility Service	Electric Use	Total	34.88
	Less Indirect		-
Repair & Maintenance	Repair and Maintenance	Total	534.53
			-
Miscellaneous:	Total 128	Total	2,389.39
	Less Indirect		(754.91)
Interfund Prof Svcs:	Total 128	Total	6,450.00
	Less Indirect		-
Interfund Prof Svcs:	Total 128	Total	-
	Less Indirect		-
Interfund Prof Svcs:	Total 128	Total	109,665.80
	Less Indirect		(107,820.37)
Interfund Comm:	Total 128	Total	5,356.62
	Less Indirect		(1,292.06)
GIS:	Total 128	Total	16,783.20
			(3,904.60)
Building Rent:	Total 128	Total	16,271.76
	Less Indirect		(3,798.32)
Copiers:	Total 128	Total	2,508.68
	Less Indirect		(582.46)
Vehicles:	Total 128	Total	9,146.13
	Less Indirect		(2,141.61)
GENS:	Total 128	Total	2,311.80
	Less Indirect		(537.81)
Computers:	Total 128	Total	23,482.96
	Less Indirect		(5,465.66)
Records Mgt:	Total 128	Total	4,401.12
	Less Indirect		(4,401.12)
Sum:		Total	644,966.99

Percent Indirect

44.84%

WQ Final Rate 44.84%

Notes:

1 Dept. Indirect Costs are all costs coded to the admin department that is shared by all projects in the 128 Fund

Notes:

1 Dept. Direct Costs are all costs for Fund 128 minus the indirect costs coded to Dept. Admin.

Methodology- Jefferson County Water Quality Indirect Rate Methodology

Base Period: January-December 2018

Simplified Method

Final rate 44.84%

1. Dept. Admin Sheet

- A. Dept. Total Worksheet takes the cost of all admin programs and spreads it across all other programs
It does this by taking the total cost for all admin programs and dividing it by the total cost of all other programs
This percent rate is called the 128 Indirect Rate
- B. The 128 Indirect Rate is the rate at which admin costs will be distributed to each Program

