

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONSENT AGENDA REQUEST

TO: Board of County Commissioners

FROM: Mark McCauley, Interim County Administrator

DATE: January 3, 2022

SUBJECT: AGREEMENT re: 2022 Funding Water Quality Improvement and Protection; In the Amount of \$56,248; Jefferson County Administrator; Jefferson County Conservation District

STATEMENT OF ISSUE:

The Board of County Commissioners will consider approving an annual Community Services Agreement for 2022 with the Jefferson County Conservation District.

ANALYSIS:

The Community Services Agreement with the Jefferson County Conservation District supports the Conservation District's work on water quality protection, resource conservation, education and management, farmland protection, salmon recovery, public notification regarding aerial herbicide spraying by forest landowners, and other Conservation District activities authorized by state law.

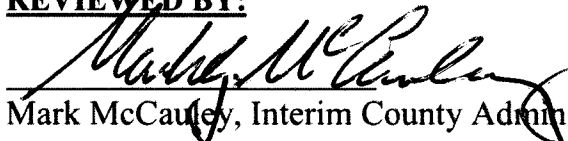
FISCAL IMPACT:

Jefferson County Conservation District: \$56,248

RECOMMENDATION:

Approve the proposed Community Services Agreement with the Jefferson County Conservation District.

REVIEWED BY:

 12/29/21
Mark McCauley, Interim County Administrator Date

**AGREEMENT
BY and BETWEEN
JEFFERSON COUNTY
And
JEFFERSON COUNTY CONSERVATION DISTRICT
For Funding 2022**

Purpose: The purpose of this funding is to promote the conservation and wise use of Jefferson County's natural resources for the benefit of its residents.

Parties: This funding is to assist Jefferson County Conservation District, hereinafter known as "Conservation District", a governmental subdivision, and is provided by funds allocated by Jefferson County, hereinafter known as "County", a municipal corporation and political subdivision of the State of Washington.

Consideration: The services provided by Conservation District and the funds provided by County constitute sufficient good and valuable consideration bargained for and exchanged by the parties in support of this Agreement.

Section 1. Services to be Performed

The Conservation District shall use its capabilities to continue and update the ongoing performance of the following services including the tasks and deliverables described herein:

Services:

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

Tasks, Deliverables, and Deadlines:

1. Implement Conservation District annual work plan of conservation, education, and management of the natural resources of Jefferson County.

Deliverables: Copy of 2022 Work Plan as approved by the Conservation District Board of Supervisors and Annual Report of Accomplishments. Due Date: July 31, 2022.

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

Deliverables: Written summary of specific projects for which technical assistance or planning assistance was provided. Utilize Excel spreadsheet, which was developed for specific projects.
Due Date: December 31, 2022.

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

Deliverables: Written summary of assistance, reports and plans developed
Due Date: December 31, 2022.

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

Deliverables: Brief written summary of activities and findings from this task.
Due Date: December 31, 2022.

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

Deliverables: Brief written summary of activities and accomplishments from this task.
Due Date: December 31, 2022.

Section 2. Term

This Agreement shall be for a term of one year, commencing on January 1, 2022 and ending on December 31, 2022, except for quarterly reports whose term ends January 31, 2022 or when the fourth quarter report is filed, whichever is last, unless this Agreement is terminated as provided herein. All work consistent with the Services to be Performed and performed prior to the execution of this Agreement is hereby ratified.

Section 3. Compensation

1. The County will provide the Conservation District with a grant to meet the purpose and for services performed under Section 1 of this agreement.

2. The basic support grant shall be in the sum of \$56,248 for the calendar year 2022. Payments shall be made quarterly on a pro-rated basis and shall be payable on or after February 1; May 1; August 1 and November 1, 2022 as invoiced by the Conservation District. Payments are predicated on the deliverables and deadlines in Section 1; providing the quarterly reports defined in Section 9, and providing the County with the certificates of insurance coverage described in Section 6.

3. Records and accounts pertaining to this agreement are to be kept (6) years after final payments. Copies shall be made available upon request.

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

Section 4. Compliance with laws

The Conservation District shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.

Section 5. Indemnification

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

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

Section 6. Insurance

The Conservation District shall obtain and keep in force during the terms of the Agreement, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.05:

1. Worker's Compensation and Employer's Liability Insurance as may be required by the State of Washington.
2. Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 per occurrence in connection with Conservation District's performance of the Agreement, including:
 - a. Owned Automobiles;
 - b. Hired Automobiles; and
 - c. Non-owned Automobiles.
3. General Commercial Liability Insurance in an amount not less than a single limit of one million dollars (\$1,000,000.00) per occurrence and an aggregate of not less than two (2) times the occurrence amount (\$2,000,000.00 minimum) for bodily injury, including death and property damage, unless a greater amount is specified in the Agreement specifications. The insurance coverage shall contain no limitations on the scope of the protection provided and include the following minimum coverage:
 - a. Broad Form Property Damage, with no employee exclusion;
 - b. Personal Injury Liability, including extended bodily injury;
 - c. Broad Form Contractual/Commercial Liability – including: completed operations;
 - d. Premises – Operations Liability (M&C);
 - e. Independent Contractors and subcontractors;
 - f. Blanket Contractual Liability.

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

All insurance policies obtained by Conservation District in order to comply with this Section shall be primary as against any policy providing third party liability coverage or joint self-insurance obtained and retained by the County through its membership in a "Risk Pool." The coverage provided by the County through a Risk Pool shall be non-contributory to any insurance policy the Conservation District must obtain and retain.

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

Section 7. Independence

The Conservation District and the County agree that the Conservation District is an independent contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. The Conservation District shall not be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to employee.

Section 8. Assignments and Subcontracting

The Conservation District may sublet or assign any of the services covered by this agreement only with the express prior written consent of the County.

Section 9. Reporting

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

Duplicate copies of the quarterly report shall be submitted on or before April 30, July 31, October 31, 2022 and January 31, 2023 to the Jefferson County Administrator, P.O. Box 1220, Port Townsend, WA 98368; and to the Director of Environmental Health, Jefferson County Public Health, P.O. Box 1220, Port Townsend, WA 98368. The County Administrator, or his/her designee shall be the County's contact person for this Agreement.

Section 10. Disputes

Differences, disputes and disagreements between the Conservation District and the County arising under or out of the Agreement will be brought to the attention of the County at the earliest possible time so that the matter may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance or compensation due the Conservation District will be decided by the County Administrator. All rulings, orders, instructions and decisions of the County Administrator will be final and conclusive. Solely for the purposes of this Agreement, the County and the Conservation District agree that any judicial appeal of the County Administrator's decision shall be governed both procedurally and substantively by RCW 34.05.510 et seq., also known as the Administrative Procedures Act, except that the State of Washington need not be named as a respondent or served pleadings in such a judicial action.

Section 11. Termination

1. The County reserves the right to terminate this Agreement in whole or in part, without prior written notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall only be liable for payment for services rendered prior to the effective date of termination.
2. This agreement may also be terminated as provided below:
 - a. With 14 days' notice by the Board of County Commissioners (or their designee) for the Conservation District's default or non-performance of responsibilities under this Agreement. Conservation District may cure the default or non-performance during the 14 days that notice of termination is pending. The decision as to whether the Conservation District has cured the default or non-performance shall be made at the sole discretion of the County.
 - b. With 14 days notice by the Conservation District by voluntary resignation.

Section 12. Modification

This employment agreement may be modified at any time by written agreement of all parties.

Section 13. Integrated Agreement

This Agreement together with attachments or addenda represents the entire and integrated agreement between the County and the Conservation District and supersedes all prior negotiations, representations, or agreements written or oral between the parties. This agreement may be amended only by written instrument signed by both County and the Conservation District.

SIGNATURES ON THE NEXT PAGE

Approved this ____ day of _____, 2022.

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

**Board of Supervisors
Jefferson County Conservation District**

Kate Dean, Chair

Date

Chair

Date

ATTEST:

Carolyn Gallaway,
Clerk of the Board

APPROVED AS TO FORM:



Philip C. Hunsucker, December 28, 2021
Chief Civil Deputy Prosecuting Attorney

EXHIBIT C 1st QUARTERDue by April 30th to afmcknight@co.jefferson.wa.us

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

**STARTING BALANCE
PREVIOUS QUARTER****+****REVENUE THIS
QUARTER****-****EXPENSES THIS
QUARTER****=****ENDING BALANCE
THIS QUARTER**

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Please attach supportive documents. Any attachments may be subject to disclosure as a public record under the Public Records Act, RCW Chapter 42.56. For a minimum of six (6) years, maintain documented proof of payments made, contracts executed, and other expenditures authorized under this Agreement. Upon reasonable notice, provide access to County or State representatives to audit those records.

Please provide your reports of the revenue, marketing, services, programs and activities of the prior quarter.

JANUARY

Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

FEBRUARY

Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

MARCH

Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

EXHIBIT C 2nd QUARTERDue by July 31st to afmcknight@co.jefferson.wa.us

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

STARTING BALANCE PREVIOUS QUARTER	+	REVENUE THIS QUARTER	-	EXPENSES THIS QUARTER	=	ENDING BALANCE THIS QUARTER
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Please provide your reports of the revenue, marketing, services, programs and activities of the prior quarter.

APRIL		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

MAY		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

JUNE		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

EXHIBIT C 3rd QUARTERDue by October 31st to afmcknight@co.jefferson.wa.us

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

STARTING BALANCE PREVIOUS QUARTER	+	REVENUE THIS QUARTER	-	EXPENSES THIS QUARTER	=	ENDING BALANCE THIS QUARTER
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Please provide your reports of the revenue, marketing, services, programs and activities of the prior quarter.

JULY		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

AUGUST		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

SEPTEMBER		
Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

EXHIBIT C 4th QUARTERDue by January 31st to afincknight@co.jefferson.wa.us

Organization:

Contact person:

Mailing Address:

Phone Number/Email:

STARTING BALANCE PREVIOUS QUARTER	+	REVENUE THIS QUARTER	-	EXPENSES THIS QUARTER	=	ENDING BALANCE THIS QUARTER
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Please provide your reports of the revenue, marketing, services, programs and activities of the prior quarter.

OCTOBER

Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

NOVEMBER

Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	

DECEMBER

Incoming Revenue	Outgoing Expenses	Total
•	•	
•	•	
•	•	