

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202111033

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Natural Resources- PIC Program (950530)
Contract or Grant Administrator:	Erika Douglas
Contractor's / Agency Name:	Whatcom Conservation District

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: 813002

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency
- Contract work is for less than \$100,000. Contract for Commercial off the shelf items (COTS).
- Contract work is for less than 120 days. Work related subcontract less than \$25,000.
- Interlocal Agreement (between Governments). Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 115,021
 This Amendment Amount:
 \$ _____
 Total Amended Amount:
 \$ 115,021

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when**:

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

The purpose of this interlocal agreement is to provide funding for the WCD to implement community outreach activities, farm planning services and manage the financial assistance and incentives program for landowners/operators with agricultural operations in Whatcom County to support water quality improvement and protection. These activities will be in coordination with the Whatcom County Pollution Identifications and Correction (PIC) Program and other water quality efforts.

Term of Contract: 1/1/22-1/31/23

Expiration Date: 1/31/23

Contract Routing:	1. Prepared by: <u>E.Douglas</u>	Date: <u>11/22/21</u>
	2. Attorney signoff: <u>Karen Franks</u>	Date: <u>11/22/21</u>
	3. AS Finance reviewed: <u>11/22/21</u>	Date: <u>11/22/21</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: <u>Satpal Sidhu</u>	Date: <u>12/17/2021</u>
	9. Original to Council: _____	Date: _____

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
Director**




NATURAL RESOURCES

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Bellingham, WA 98225
Telephone: (360) 778-6230
FAX: (360) 778-6231
www.whatcomcounty.us

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, County Executive
Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Public Works Director

FROM: Gary Stoyka, Natural Resources Manager 

DATE: November 22, 2021

RE: Interlocal Agreement with the Whatcom Conservation District for Pollution Identification and Correction (PIC) Program Non-Dairy Agriculture Outreach and Financial Assistance

Please find enclosed for your review a copy of the interlocal agreement between the Whatcom Conservation District and Whatcom County Flood Control Zone District to provide community outreach, financial assistance, and farm planning services. The authorized interlocal agreement will be signed electronically through DocuSign.

Requested Action

Public Works respectfully requests that the Flood Control Zone District Board of Supervisors authorize the County Executive to sign the interlocal agreement to support outreach, farm planning, and financial assistance programs.

Background and Purpose

The purpose of this interlocal agreement is to provide funding for the WCD to implement community outreach activities, farm planning services and manage the financial assistance and incentives program for landowners/operators with agricultural operations in Whatcom County to support water quality improvement and protection. These activities will be in coordination with the Whatcom County Pollution Identifications and Correction (PIC) Program and other water quality efforts.

Funding Amount and Source

This interlocal agreement with the Whatcom Conservation District will provide \$115,021 to support outreach, farm planning, and financial assistance programs for water quality improvement and protection. This agreement will be funded through the 2022 FCZD budget for Public Works- Natural Resources programs.

Differences from Previous Contract

This agreement includes \$50,000 for farm planning services for landowners/operators outside coastal watersheds which has not been included in previous years. The WCD received substantially less funds from the Washington Conservation Commission for 2022 to support farm planning outside coastal watersheds which would impair their ability to deliver necessary services to the public. Additionally, this contract is for 13 months rather than 12 months by the request of the WCD to provide time to complete projects and invoicing.

Please contact Erika Douglas at extension 6294 or Gary Stoyka at extension 6218, if you have any questions or concerns regarding the terms of this agreement.

Whatcom County Contract No.

202111033

2022 INTERLOCAL AGREEMENT
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT- WHATCOM CONSERVATION DISTRICT
Agricultural Best Management Practices Outreach, Farm Planning, and Cost-Share

WHEREAS, Whatcom County Flood Control Zone District, hereinafter referred to as the “County” and the Whatcom Conservation District, hereinafter referred to as the “WCD”, desire to establish an arrangement wherein the County will provide funding to the WCD to provide community outreach, farm planning services, and financial assistance programs for agriculture best management practices to the mutual advantage of each jurisdiction; and,

WHEREAS, the Drayton Harbor Shellfish Recovery Plan identified a coordinated water quality monitoring program to identify pollution sources and increased capacity for following up on monitoring findings as high priorities; and,

WHEREAS, the Portage Bay Shellfish Recovery Plan identified a Whatcom County (Pollution Identification and Correction) PIC program as the highest priority recommendation; and,

WHEREAS, the Whatcom County PIC program is a data-driven program guiding pollution-tracking activities to areas in coastal watersheds with the greatest water quality problems, followed by technical and financial assistance offered to landowners to implement fixes to improve and protect water quality; and,

WHEREAS, agricultural activities have been identified as one priority source of fecal bacteria in the Drayton Harbor, Portage Bay, and Birch Bay Shellfish Protection Districts and other coastal watersheds; and,

WHEREAS, agricultural activities are also a potential source of fecal bacteria and nutrient loads to drainages outside coastal watersheds; and,

WHEREAS, the WCD provides local expertise and technical assistance to landowners with agricultural operations to support development and implementation of farm plans that are designed to protect water quality both in drainages to coastal waters and those outside coastal watersheds; and,

WHEREAS, the WCD also administers landowner incentive and cost-share programs including CREP and Washington State Conservation Commission (WSCC) Livestock Cost-share Program for Whatcom County; and

WHEREAS, a more flexible cost-share option is needed to provide financial assistance to landowners with small farms that do not meet the requirements of existing federal and state cost-share programs; and

WHEREAS, the most efficient use of resources is to have the WCD supplement its research, outreach and cost-share programs consistent with the specific needs of the Whatcom County PIC and water quality concerns in other areas as described in Exhibit A to help improve and protect water quality in the Drayton Harbor, Portage Bay, and Birch Bay Shellfish Protection Districts, as well as other county watersheds; and

WHEREAS, the WCD received substantially less funds from the Washington Conservation Commission for 2022 to support farm planning outside coastal watersheds which has impaired their ability to deliver necessary services to the public; and,

WHEREAS, it is in the best interest of each party to enter into this Interlocal Agreement;

NOW THEREFORE, the WCD and County agree as follows:

- I. *Purpose:* The purpose of this agreement is to set the terms whereby the County will make funds available to the WCD to implement an outreach and cost-share program for landowners/operators with non-dairy agricultural operations in PIC program focus areas as described in Exhibit A attached hereto.
- II. *Administration:* No new or separate legal or administrative entity is created to administer the provisions of this agreement.
- III. *Whatcom Conservation District Responsibilities:* The WCD hereby agrees to implement the non-dairy agriculture outreach and cost-share program as described in Exhibit A attached hereto.
- IV. *Whatcom County Responsibilities:* The County hereby agrees to reimburse the WCD, not to exceed the total budget amount allocated to the WCD as shown in Exhibit B attached hereto, for the costs of providing and performing the services stated.
- V. *Payment:* Contractor shall submit itemized invoices in a format approved by the County. Each request for payment shall include invoices which detail work performed and supplies or materials purchased. Each request for reimbursement of payments to landowners will include copies of equipment, supply or vendor receipts and substantiation for equipment and labor hours paid. The County will compensate the WCD for services rendered within thirty (30) days following receipt of an approved invoice, provided all other terms and conditions of the contract have been met and are certified as such by the Contract Administrator.
- VI. *Term:* This Agreement shall be effective for services performed from January 1, 2022 through January 31, 2023.
- VII. *Responsible Persons:* The persons responsible for administration of this Agreement shall be the Whatcom County Public Works (WCPW) Department Director and the WCD Executive Director or their respective designees.
- VIII. *Treatment of Assets and Property:* No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.
- IX. *Indemnification:* Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided herein.

- X. *Modifications:* This Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- XI. *Applicable Law:* In the performance of this Agreement, it is mutually understood and agreed upon by the Parties hereto that this Agreement shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance. The venue of any action arising herefrom shall be in the Superior Court of the State of Washington in and for Whatcom County.
- XII. *Severability:* In the event any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
- XIII. *Entire Agreement:* This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
- XIV. *Recordation:* Upon execution of this Agreement, and prior to its entry into force, Whatcom County shall file a copy of it with the office of its County Auditor or alternatively list it by subject on its web site or other electronically retrievable public source, pursuant to the requirements of RCW 39.34.040.

IN WITNESS WHEREOF, the parties have signed this Agreement this 12/16/2021 day of _____, 2021.

WHATCOM CONSERVATION DISTRICT

DocuSigned By: Heather Christianson 12/16/2021
By: _____
F9B4D2DF23A040C...
Heather Christianson, WCD Chair

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

DocuSigned By: Satpal Sidhu 12/17/2021
By: _____
1192C7C18B064E3...
Satpal Singh Sidhu, County Executive

Approved as to form:

DocuSigned By: Christopher Quinn 12/17/2021
EG466EF5688B4FD...

Whatcom County Senior Prosecuting Attorney

DocuSigned By: Jon Hutchings 12/17/2021
9369982010E345B...

Director of Public Works

EXHIBIT A- SCOPE OF WORK

Agriculture Best Management Practices Outreach, Farm Planning, and Cost-Share

PROJECT DESCRIPTION

The purpose of this interlocal agreement is to identify the activities that will be conducted by the WCD to provide outreach and financial assistance to landowners/operators with agricultural operations in support of and in coordination with Whatcom County water quality programs.

Task 1: Community Outreach (\$44,000)

WCD will develop and implement a community outreach program for landowners/operators with non-dairy agricultural operations in Whatcom County Pollution Identification and Correction (PIC) focus areas. This will include:

- Developing and implementing educational strategies and frameworks in coordination with WCPW to support the PIC.
- Organizing and hosting non-dairy agriculture workshops/trainings. These may include virtual workshops and small group farm tours.
- Developing and distributing educational materials (including social media posts), hosting displays and providing presentations at other community events (in person or virtual).
- Offering incentives for technical assistance programs such as tarps for covering manure storage or soil tests. Other incentives may be jointly agreed upon by WCD and WCPW.

Deliverables and Timelines:

- Activities will be tracked through progress reports.
 - Monthly reports will be submitted with invoices and include a list of events, materials, and social media posts.
 - Quarterly reports will include the type and location of outreach events, number of participants, and a description of educational materials, social media posts, and programs developed and coordinated.
- Electronic files of advertisements, educational materials, social media screenshots, and workshop evaluations will be provided.

Task 2: Technical Assistance to Agricultural Operations(\$50,000)

- Through direct landowner/ operator contacts in watersheds outside PIC areas, WCD staff will offer free technical assistance to landowners/operators in the form of confidential risk assessments, farm plan development, and guidance in the implementation of BMPs. BMP cost-share options will be described and offered as available.
- WCD will offer technical assistance for temporary fixes to problems identified through the risk assessment that require immediate attention (e. g. animal access to creek, discharge or potential discharge of manure to creek or ditch). Permanent fixes for these problems will be addressed through development and implementation of a farm plan.
- Whatcom County will exercise prosecutorial discretion in withholding enforcement action for violations of the Critical Areas Ordinance or referral of landowners to other agencies for enforcement so long as the landowner is demonstrating good faith in working with the WCD to correct pollution problems.
- WCPW, WCPDS, and WCD staff will meet monthly to discuss any adaptations needed to improve the process for landowner contacts. WCPW and WCD technical assistance staff will also participate in WCWP field staff coordination meetings.

Deliverables:

- Monthly summaries of landowner/ operator contacts shall be submitted to the County by the tenth day of the following month. Monthly summaries will include a list of landowners/

operators that have been contacted, landowners/ operators participating in the program, and the corresponding parcels owned or operated.

- Progress will be tracked through quarterly reports described above including number of landowners/ operators contacted, number of landowners/ operators participating in the program, number and type of pollution sources identified, number of farm plans completed, number of BMPs planned and installed. This information will be aggregated by watershed focus area.
- A minimum of 25 landowners/ operators with non- dairy agriculture operations will receive site assessments/ technical assistance in Whatcom County watersheds outside PIC areas per year. Actions will be initiated to reduce bacteria pollution risk within six months (implement BMPs) of the risk assessment as seasonally feasible. There is a goal of producing farm plans for 50% of the parcels that receive technical assistance/ site assessments, however, not all sites have resource concerns and require a farm plan. Assessments that are completed and find current management strategies are protective of water quality will also be tracked. Adaptations to site visits will be made to address social distancing requirements associated with COVID restrictions. This may include technical assistance provided by phone, virtual interactions, or physical site visits with proper precautions in place.

Task 3: Non-Dairy Agricultural Operations Cost-Share (\$21,000)

- WCD and WCPW staff will develop an agreed upon list of eligible cost-share projects. Guidance and application documents created for the 2014 non-dairy agriculture cost-share program have been adapted for this program. WCD and WCPW staff will develop an agreed-upon phased approach for advertising, receiving applications, and selecting priority projects for funding.
- WCD will direct landowners/operators to the most appropriate sources of cost-share funding including funding provided by the County under this agreement, funding provided to the WCD from other sources, and other options through the Whatcom Clean Water program (WCWP).
- WCD staff will assist landowners/operators in completing cost-share applications and provide copies to WCPW for approval of cost-share funding prior to submission to the WCD Director. WCD Director will approve cost-share applications awarded funding by WCPW. No reimbursement will be made where the implementation of BMPs has begun before WCPW and WCD approval. WCD will assist landowners with BMP installation and recordkeeping according to the cost-share program requirements. WCD will receive notification of project completion from landowner/operator and schedule a site visit to verify that BMPs have been installed according to plan specifications. Following the site visit, WCD will approve or deny reimbursement of funds. If reimbursement is denied, the WCD will provide the landowner with information on what is required to improve the BMP to meet specifications needed to sign off as complete and to be approved for reimbursement. The County will reimburse WCD for eligible cost-share expenses as specified in Exhibit B of this Agreement and landowner/operator cost-share agreement contract.

Deliverables:

- Progress will be tracked through quarterly reports summarizing the location, type of pollution sources identified, and type and number of BMPs installed. These statistics will be summarized on a quarterly basis by PIC focus area.
- Final cost-share report including approved applications, installed BMPs, date and findings of site visit, and cost-share reimbursement (with background invoices) by December 31, 2022. Requests from the WCD to the County for reimbursement for cost-share on qualified projects must be submitted with all necessary documentation no later than December 17, 2022.

EXHIBIT B- BUDGET
Agriculture Best Management Practices Outreach, Farm Planning and Cost-Share

As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the actual composite hourly rates of personnel working on this project. *Composite rates are based on actual taxes and benefits, which may vary by month. Estimated hourly composite rates are provided below. Revised Composite Rate forms will be provided to the County for any rate changes upon adjustment. The total budget is not to exceed **\$115,021**. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. For mileage reimbursement submit: copies of mileage records, including the name of staff member, date of travel, and number of miles traveled. Lodging and per diem for training shall not exceed the GSA rate for the location where training is provided. Other expenditures such as supplies, postage, and rentals shall be reimbursed at actual cost. Expense reimbursement requests must be accompanied by copies of paid invoices. Contractor certifies that all personnel charging to this contract are program personnel and are not also included in the Contractor's overhead rate. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor's expense.

Title	Maximum 2022 Wage Rate	Estimated 2022 composite Rate*	Estimated Task 1 Hours	Estimated Task 2 Hours	Total per staff per year	Total cost per employee
GIS Tech	\$ 38.56	\$ 55.97				\$ -
Admin	\$ 31.77	\$ 47.36	12	12	24	\$ 1,137
District Manager	\$ 47.46	\$ 69.92				\$ -
Ed Coordinator	\$ 35.24	\$ 58.73	395		395	\$ 23,197
Ed Assistant	\$ 21.41	\$ 34.24	222		222	\$ 7,601
Fire Prevention Specialist	\$ 31.77	\$ 47.52			0	\$ -
HIP Coordinator	\$ 31.58	\$ 50.90			0	\$ -
Wetland Specialist	\$ 31.77	\$ 58.98			0	\$ -
CREP Coordinator	\$ 41.00	\$ 66.43			0	\$ -
CREP Tech	\$ 31.77	\$ 54.25			0	\$ -
Livestock Coordinator	\$ 33.25	\$ 54.52		695	695	\$ 37,889
Planner	\$ 24.74	\$ 45.61			0	\$ -
Planner	\$ 29.98	\$ 47.47			0	\$ -
Assistant	\$ 20.59	\$ 38.87			0	\$ -
WQ Data Coordinator	\$ 31.77	\$ 53.14			0	\$ -
Scientist	\$ 33.25	46.137			0	\$ -
		Totals	\$ 31,366.62	\$38,461.54	Sub-total	\$ 69,823
					Overhead 30%	\$ 20,947
					Total personal plus overhead	\$ 90,771
					Supplies/postage /rental	\$ 3,000
					Mileage	\$ 250
					Cost Share	\$ 21,000
					Total	\$ 115,021

Non-Dairy Livestock Cost-Share Reimbursement Description:

Eligible landowners with applications that are approved by the WCD and WCPW will receive the designated percentage cost-share towards a maximum project cost of \$4,000 (maximum \$3,000 reimbursement). Approved BMPs will be reimbursed through the cost-share program utilizing actual costs and the established rate table. Landowners have the option to do labor themselves. The reimbursable rate for owner/operator services are based upon the established rate sheet (below). Whatcom Conservation District will submit invoices to the County which for each project shall include the landowner cost-share approval form, field inspection sign off / maintenance agreement, landowner reimbursement form (including landowner timesheet), and copies of all receipts.

Reimbursement Rates for Producer Labor and Producer Owned Machinery/Equipment

Description	Rate
Individual labor/operator labor	\$22.00/hr
Equipment only, without operator:	
Small tractor, 20Hp-59Hp	\$17.00/hr
Medium Tractor, 60Hp-99Hp	\$28.00/hr
Large Tractor, 100+Hp	\$55.00/hr
Front end loading	\$17.00/hr
Excavator, Light	\$50.00/hr
Excavator, Med	\$88.00/hr
Excavator, heavy	\$132.00/hr
Chain saw	\$11.00/day

Landowners eligible for cost-share assistance through the PIC Non-Dairy Livestock BMP cost-share program can utilize this rate sheet if they choose to do their own labor. Rates will be reimbursed at 75%. Landowner pays 25% of the project costs (labor and materials). An invoice with hours, description of work, and rate must be submitted with cost-share.