

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201910016

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Natural Resources (907010)
Contract or Grant Administrator:	Gary Stoyka
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 <input type="radio"/> No <input checked="" type="radio"/>	
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> If No, include WCC: <u>3.08.100</u>	
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 <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: <u>169121</u>	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.	
If YES, indicate exclusion(s) below:	
<input type="checkbox"/> Professional services agreement for certified/licensed professional.	
<input checked="" type="checkbox"/> Contract work is for less than \$100,000.	
<input type="checkbox"/> Contract work is for less than 120 days.	
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	
<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).	
<input type="checkbox"/> Work related subcontract less than \$25,000.	
<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>20,000</u>	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:
This Amendment Amount: \$ _____	1. Exercising an option contained in a contract previously approved by the council.
Total Amended Amount: \$ _____	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.
Summary of Scope:	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.
Interlocal agreement to develop a water use efficiency program for agricultural water users.	
Term of Contract: 15 mos.	Expiration Date: 12/31/20

Contract Routing:	1. Prepared by: <u>Gary S. Stoyka</u>	Date: <u>9/10/19</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>9/10/19</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>9/10/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ ✓	Date: <u>9-26-19</u>
	6. Submitted to Exec.: _____ ✓	Date: <u>10-14-19</u>
	7. Council approved (if necessary): _____ ✓	Date: <u>10-22-19</u>
	8. Executive signed: _____ ✓	Date: <u>10-23-19</u>
	9. Original to Council: _____ ✓	Date: <u>10-25-19</u>

**2019 INTERLOCAL AGREEMENT
WHATCOM COUNTY & WHATCOM CONSERVATION DISTRICT
AGRICULTURAL WATER USE EFFICIENCY**

This Interlocal AGREEMENT (“AGREEMENT”) is between the Whatcom Conservation District (“WCD”) and the Whatcom County Flood Control Zone District (“COUNTY”) as public agencies pursuant to the Interlocal Cooperation Act (RCW 39.34) for developing an agricultural water use efficiency program.

WHEREAS, the County has participated in cooperative watershed planning since at least 1999 through the Watershed Planning Act (RCW 90.82) and the Streamflow Restoration Act (RCW 90.94) as well as through other processes; and

WHEREAS, during development of an amendment to the Water Resources Inventory Area (WRIA) 1 Watershed Management Plan, as required under RCW 90.94, water use efficiency was identified as a recommended measure to offset the impacts from permit-exempt wells; and

WHEREAS, although an amendment to the Watershed Management Plan was not approved by the WRIA 1 Planning Unit, the measures identified in the proposed plan to offset the impacts of permit-exempt wells, including water use efficiency, did have broad support, and;

WHEREAS, the Washington Department of Ecology is considering including water use efficiency in its proposed amendments to the Instream Resource Protection Program – Nooksack WRIA 1 rule (WAC 173-501) as part of its required actions in RCW 90.94, and;

WHEREAS, the Whatcom County Flood Control Zone District (FCZD) Board of Supervisors included \$50,000 in the 2019 FCZD budget to develop water use efficiency programs for the agricultural and domestic/municipal sectors, and;

WHEREAS, the WCD was formed in 1946 pursuant to RCW 89.08 as a public agency to undertake the conservation of renewable resources in all of Whatcom County; and

WHEREAS, the County has the authority to utilize the services and expertise of other agencies to further efforts beneficial to the residents and citizens of Whatcom County, and;

WHEREAS, the WCD desires to provide such services to the County.

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 available funds to the WCD to implement tasks to develop an agricultural water use efficiency program 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 conduct the work 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 in providing and performing the services stated.
- V. *Payment:* The WCD shall submit itemized invoices in a format approved by the COUNTY in accordance with the requirements of Exhibit B. 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 the date of signature through December 31, 2020.
- 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 agree 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, Whatcom County shall file a copy of it with the office of its County Auditor pursuant to the requirements of RCW 39.34.040.
- XV. *Performance:* The parties agree to satisfy all aspects of this AGREEMENT in a timely and professional manner. The WCD shall notify the COUNTY as soon as problems, delays or adverse conditions become known which will materially impair its ability to meet the deliverables described in Exhibit A.
- XVI. *Audit and Inspection:* The COUNTY and WCD shall maintain records pursuant to this AGREEMENT in accordance with generally accepted accounting principles and practices consistently applied. Records shall be subject at all reasonable times to inspection and audit and State auditor. The COUNTY and WCD shall preserve and make such records available to said parties until expiration of three (3) years from the date of final payment under this AGREEMENT.
- XVII. *Dispute Resolution:* The parties to this AGREEMENT shall first attempt to resolve disputes informally at the staff level. In the event that the dispute cannot be resolved at the staff level, a dispute resolution procedure shall be followed under the guidance of the Whatcom Dispute Resolution Center.
- XVIII. *Rights and Remedies:* In no event shall a making by the COUNTY of any payment to the WCD constitute or be construed as a waiver by the COUNTY of any breach of covenant or any default that may then exist on the part of the WCD. The making of any such payment by the COUNTY while any such breach or default shall exist shall in no way impair or prejudice any of the COUNTY's rights, which are hereby expressly recognized, to recover payments or portions thereof, to which the WCD has not entitled under this AGREEMENT, or where any payments were made by mistake, or to pursue any other remedy available to the COUNTY in respect to breach or default of this AGREEMENT.

This AGREEMENT shall not relieve the COUNTY or the WCD of any obligation or responsibility imposed by law except that performance pursuant to this AGREEMENT may, where appropriate, be offered in satisfaction of an obligation or responsibility conveyed to the COUNTY or the WCD by law.

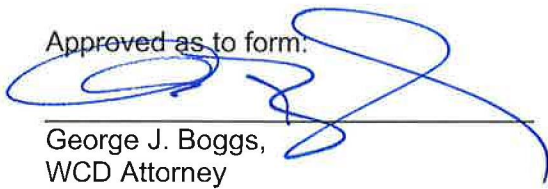
- XIX. *Proof of Insurance:* WCD shall carry for the duration of this AGREEMENT insurance with the coverage and limits provided in the attached certificate of insurance. For the commercial general liability insurance, Whatcom County shall be named as an additional insured. WCD's insurance shall be primary and non-contributory, and shall waive all rights of subrogation against Whatcom County and its coverage. Whatcom County's insurance shall not serve as a source of contribution.
- XX. *Miscellaneous:* No obligation in this AGREEMENT shall limit the WCD in fulfilling its responsibilities otherwise defined by law. No obligation in this AGREEMENT shall limit the COUNTY in fulfilling its responsibilities otherwise defined by law.

XXI. *Signatures:* The undersigned representatives accept the provisions of this AGREEMENT. This AGREEMENT shall be in effect when signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement this 23rd day of October, 2019.

WHATCOM CONSERVATION DISTRICT


By  9/26/19
Heather Christianson, Chairman Date

Approved as to form:

George J. Boggs,
WCD Attorney

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

On this 26 day of September, 2019, before me personally appeared HEATHER CHRISTIANSON to me known to be the Chairman of the Whatcom Conservation District and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.




NOTARY PUBLIC in and for the State of
Washington,
residing at: Lynden, WA
My commission expires 05/08/2024

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

By: [Signature] 10/23/19
Jack Louws, Whatcom County Executive
For the Flood Control Zone District Date

Recommended for Approval:

Approved as to form:

[Signature] 10/2/19
Jon Hutchings Date
Public Works Director

[Signature] 10/10/19
Christopher Quinn Date
Senior Deputy Prosecuting Attorney

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

On this 23rd day of October, 2019, before me personally appeared JACK LOUWS to me known to be the County Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Suzanne M. Mildner
NOTARY PUBLIC in and for the State of
Washington,
residing at: Bellingham
My commission expires 12-31-22

EXHIBIT A - SCOPE OF WORK

Development of Agricultural Water Use Efficiency Program

Development of an Agricultural Water Use Efficiencies and Conservation Program

The Whatcom Conservation District will work with Whatcom County and local partners to develop the framework and gap analysis for an Agricultural Water Use Efficiencies and Conservation Program for Whatcom County. This scope of work will explore the current state of agricultural water use efficiencies with farmers and partners, identify information and technology gaps, catalog current funding sources and organizations, outline and conduct focused outreach and education events, and provide a framework for a long-term, comprehensive program.

Target Audiences:

Dairy crops (silage corn and grass)
Fruit Crops (berry, potato)
Other small-scale irrigators (grazing, crop)

Target Partners:

Landowners, farmers, and irrigators
Washington State University, AgWeatherNet
Water Improvement Districts (WID) and Ag Water Board (AWB)
Whatcom Family Farmers
Red Raspberry Commission
Seed Potato Commission
Washington Dairy Federation
Local irrigation distributors – WaterTec
Whatcom County Public Works
Whatcom Conservation District
Natural Resource Conservation Service (NRCS)
Whatcom Clean Water Program (WCWP)
Others as identified

1. Program Development

Develop the framework for a long-term, collaborative, and successful *Agricultural Water Use Efficiencies and Conservation Program* that includes all relevant Whatcom County agencies as partners. The goal is to bring together all organization, agencies, and individuals working in this area for more coordinated work and outputs (successful example is the Whatcom Clean Water Program).

Program development deliverables:

- Outline of program areas of work and activities.
- Identification of all meaningful partners and current activities relevant to the program.
- Strategic plan for outreach to partners and landowners.
- Identification of long-term funding sources for the program.
- Catalog of current funding sources for water use efficiencies practices, programs, rebates, etc.
- Share information with other programs looking at water use/quantity topics.

2. Inventory

Conduct an inventory of current agricultural irrigation practices, potential improvements, and barriers to adoption by crop type. The inventory will inform program priorities and activities, as well as support work in other areas such as justification of funding and policy revision.

Inventory deliverables:

- Inventory of current agricultural water use efficiency by crop type with a prioritization of target audiences (irrigation water users) by needs.
- Inventory of conservation practice use and barriers to adoption by crop type.
- Identification of current and emerging irrigation technology and management practices by crop type.
- Identification of education needs in the area of water use conservation and technologies by crop type.
- Identification of information and research gaps and data needs for irrigation water management.
- Ranking of land use/crop types in order of priority needs for outreach, technical assistance, and funding.

3. Outreach and Education

Develop education and outreach events and materials for different agricultural irrigators based on needs and knowledge gaps. Work with local partners on development and delivery of content.

Outreach and education deliverables:

- Identification of information and technology gaps and educational/outreach needs for improved water use efficiency and conservation by crop type.
- Identification of the most effective communication and education formats for each of the water use types to target and improve effectiveness of outreach.
- Work with partners on providing information for targeted educational events by crop type.
- Work with partners on creation and distribution of outreach materials educating water users on water use efficiencies, benefits, and how to implement.

4. Cost-Share and Funding

Create a list of current organizations and sources funding water use efficiencies practices, programs, rebates, etc. Distribute or make the list available to landowners and water users.

Funding deliverables:

- Identification of current/existing irrigation funding and cost-share opportunities as well as incentives. Look at cost-benefit of irrigation efficiencies and upgrades.
- Work with partners on creating funding opportunities/programs/incentives for irrigation equipment, technical assistance, and/or monitoring based on results of inventory.
- List all funding agencies and opportunities on a central location for public access.
- Connect appropriate audiences with funding opportunities through local agricultural organizations, educational events, and print and media outreach materials.

5. Technical Assistance and Support

Identify technical assistance needs and partners by crop type and deliver coordinated assistance to landowners. This includes the provision of science, data, and decision support tools to assist with improved irrigation water use.

Design an effectiveness monitoring program including: soil moisture sensor network with real-time public data display (AgWeatherNet), installation of publically accessible weather stations in gap areas, additional river flow gauges in gap areas, and/or installation of real-time nutrient and/or sediment instruments to monitor water quality with quantity.

Technical assistance (TA) deliverables:

- Inventory of all existing irrigation technical assistance partners, opportunities and activities and connect to appropriate crop type.
- Identification of TA needs by crop type and coordinate assistance delivery.
- Provide TA for Irrigation Water Management planning and irrigation water conservation practice implementation.
- Provide TA for installation and/or results interpretation of irrigation monitoring equipment (i.e., soil moisture meters, flow meters, weather stations, etc.)
- Work with AgWeatherNet on installation of relevant weather and soil monitoring equipment and metrics for improved irrigation.
- Develop an effectiveness monitoring plan for evaluating program impact.



EXHIBIT B - BUDGET
Agricultural Water Use Efficiency Program Development

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, estimated hourly rates provided below*. Composite rates are subject to WCD adjustments, annually or as needed. Revised Composite Rate forms will be provided to the County for any rate changes upon adjustment. The total budget is not to exceed **\$20,000**. County will reimburse mileage at current IRS rate. Mileage log to include name of staff member, date of travel, starting point and destination of travel, and number of miles traveled will accompany claims for mileage. 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.

Personnel	Maximum Composite Rate*	Total
Administration	\$ 46.16/hr	
Manager	\$ 74.68/hr	
Resource Specialist	\$ 51.89/hr	
GIS Technician	\$ 54.10/hr	
Engineer	\$ 81.52/hr	
Outreach Coordinator	\$ 56.57/hr	
Outreach Technician	\$ 24.27/hr	
Farm Plan Coordinator	\$ 42.67/hr	
Farm Planner	\$ 39.82/hr	
Habitat Coordinator	\$ 64.65/hr	
Outreach Assistant	\$ 20.13/hr	
Science Coordinator	\$ 65.31/hr	
Data Coordinator	\$ 48.10/hr	
Research Technician	\$ 44.13/hr	
Field Technician	\$ 19.53/hr	
Subtotal salaries/benefits		15,600
Overhead (25% of salaries/benefits)		3,900
Total Personnel		19,500
Mileage	Actual costs	500
Totals		20,000

*WCD staff listed may work on any task, not to exceed \$19,500 for salaries/benefits and overhead.

EXHIBIT C - INSURANCE

Enduris EVIDENCE OF COVERAGE		
INSURED/PARTICIPANT: Whatcom Conservation District 6975 Hannegan Rd Lynden, WA 98264 CERTIFICATE HOLDER: Whatcom County 322 N. Commercial St. #120 Bellingham, WA 98225	MEMORANDUM#: 2020-00-271 EFFECTIVE: September 1, 2019 through August 31, 2020 <i>This is to certify that the Memorandum of Coverage has been issued to the Insured/Participant for the period indicated.</i>	
<p><i>The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.</i></p>		
COVERAGE:	PER OCCURRENCE LIMIT	AGGREGATE LIMIT
COMPREHENSIVE GENERAL LIABILITY	\$1,000,000	\$1,000,000
Professional Liability	\$1,000,000	\$1,000,000
Personal Liability	\$1,000,000	\$1,000,000
Products – Complete Operation	\$1,000,000	\$1,000,000
AUTO LIABILITY	N/A	N/A
Combined Single Limit; Hired and Non-Owned; Temporary Substitute	N/A	N/A
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	N/A	N/A
Per Occurrence Aggregate	N/A	N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY		
Property	N/A	N/A
Mobile Equipment		
AUTOMOBILE PHYSICAL DAMAGE	N/A	N/A
OTHER COVERAGE: N/A	N/A	N/A
CANCELLATION: Should any of the above described coverage be cancelled before the expiration date of thereof. Notice will be delivered in accordance with the provisions of the MOC.		
MEMO: <div style="border: 1px solid black; padding: 5px; min-height: 60px;"> Evidence of Member Coverage to contracted party Reference: 2019 Interlocal Agreement, Agricultural Water Use Efficiency </div>		
 _____ Authorized Representative August 30, 2019		
 1610 S Technology Blvd, Suite 100 - Spokane Washington -- 99224 Tel. (509) 858-0910 - Toll Free (800) 463-8418 - Fax (509) 747-3875		

ADDENDUM B

ENDURIS AND ITS MEMBERS

MEMORANDUM OF COVERAGE

It is agreed that the "Covered Party, Covered Persons or Entities" provision is amended to include any person or entity to whom the member is obligated by virtue of a contract to provide insurance with respect to coverage afforded by this Memorandum. Said person or entity shall be covered only to the extent of such obligation of the covered party, and then only with respect to operations by or on behalf of the covered party, or of facilities of the covered party, or of facilities used by the covered party.

This policy will not insure or defend any claims for liabilities arising out of the sole fault, negligence or omission of the Additional Covered Party.

Coverage provided under this addendum is limited to the lesser of the limits stated on the Declaration page, or the minimum of coverage required in the contract.

This addendum requires written approval from Enduris.

It is further agreed that nothing herein shall act to increase Enduris' Limit of Liability.

This addendum is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown on the attached Evidence of Coverage. All other terms and conditions remain unchanged.

WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT

Jon Hutchings
Director



NATURAL RESOURCES

322 N. Commercial, Suite 110

Bellingham, WA 98225

Telephone: (360) 778-6230

FAX: (360) 778-6231

www.whatcomcounty.us

RECEIVED

OCT 14 2019

JACK LOUWS
COUNTY EXECUTIVE

TO: The Honorable Jack Louws, Whatcom County Executive for the Whatcom County Flood Control Zone District

THROUGH: Jon Hutchings, Director *JH*

FROM: Gary S. Stoyka, Natural Resources Program Manager *GS*

DATE: September 26, 2019

RE: Interlocal Agreement with Whatcom Conservation District to Develop a Water Use Efficiency Program for Agricultural Water Users

Requested Action

Enclosed are two (2) originals of an interlocal agreement between Whatcom County Flood Control Zone District (FCZD) and Whatcom Conservation District (WCD) for your review and signature.

Background and Purpose

The FCZD Board of Supervisors included \$50,000 in the 2019 FCZD budget to evaluate water use efficiency measures that could be employed for municipal/domestic and agricultural water users as a component of watershed management efforts. This Agreement with the WCD consists of developing a water use efficiency program for agricultural water users. WCD will be working closely with the Ag Water Board and Washington State University Whatcom County Extension to develop an incentive program for agricultural water users.

Funding Amount and Source

The estimated budget for this contract is \$20,000.00. Funding for this project is included in the 2019 FCZD Budget.

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

Encl.