

**WHATCOM COUNTY COUNCIL AGENDA BILL**

NO. 2018-044

CLEARANCES	Initial	Date	Date Received in Council Office	Agenda Date	Assigned to:
Originator:	ED	1/9/18	<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;"> <p>RECEIVED</p> <p>JAN 23 2018</p> <p>WHATCOM COUNTY COUNCIL</p> </div>	1/30/18	Finance / Council
Division Head:	<i>ED</i>	1/16/18			
Dept. Head:	<i>TH</i>	1/14/18			
Prosecutor:	<i>DE</i>	01/18/18			
Purchasing/Budget:	Mdc	1/11/18			
Executive:	<i>TWS</i>	1/22/18			

**TITLE OF DOCUMENT:**  
 2018 Interlocal Agreement between WCFCZD and WCD for Pollution Identification and Correction (PIC) Program: Non-Dairy Agriculture Best Management Practices Outreach and Cost-Share

**ATTACHMENTS:**  
 Memo  
 Interlocal Agreement

SEPA review required?    ( ) Yes    ( ) NO SEPA review completed?    ( ) Yes    ( ) NO	Should Clerk schedule a hearing?    ( ) Yes    ( ) NO Requested Date:
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**SUMMARY STATEMENT OR LEGAL NOTICE LANGUAGE:** *(If this item is an ordinance or requires a public hearing, you must provide the language for use in the required public notice. Be specific and cite RCW or WCC as appropriate. Be clear in explaining the intent of the action.)*

This interlocal agreement will enhance and support elements of Whatcom County’s Pollution Identification and Correction (PIC) Program. This agreement will provide community outreach and financial assistance and incentives to landowners and operators with non-dairy agricultural operations in PIC areas.

<b>COMMITTEE ACTION:</b>	<b>COUNCIL ACTION:</b>
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Related County Contract #:	Related File Numbers:	Ordinance or Resolution Number:
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**Please Note:** Once adopted and signed, ordinances and resolutions are available for viewing and printing on the County’s website at: [www.co.whatcom.wa.us/council](http://www.co.whatcom.wa.us/council).

**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](http://www.whatcomcounty.us)

**MEMORANDUM**

**TO:** The Honorable Jack Louws, County Executive  
The Honorable Whatcom County Flood Control Zone District Board of  
Supervisors

**THROUGH:** Jon Hutchings, Public Works Director *JH*

**FROM:** Gary Stoyka, Natural Resources Manager *GMS*

**DATE:** January 16, 2018

**RE:** Interlocal Agreement for PIC Program Non-Dairy Agricultural Best  
Management Practices Outreach and Cost-Share

RECEIVED

JAN 18 2018

JACK LOUWS  
COUNTY EXECUTIVE

Please find enclosed for your review and signature two (2) originals of an interlocal agreement between Whatcom County Flood Control Zone District and the Whatcom Conservation District in the amount of \$55,000 to provide community outreach and cost-share to support the Pollution Identification and Correction (PIC) Program.

**Requested Action**

Public Works respectfully requests that the County Executive, acting for the Whatcom County Flood Control Zone District (FCZD) Board of Supervisors, execute the attached interlocal agreement.

**Background and Purpose Background and Purpose**

This interlocal agreement will provide funding to the Whatcom Conservation District to implement community outreach activities and manage the financial assistance and incentives program for landowners and operators with non-dairy agricultural operations in Whatcom County PIC areas.

**Funding Amount and Source**

This interlocal agreement with the Whatcom Conservation District will provide \$55,000 to support the non-dairy agriculture component of the Whatcom County PIC program through a partnership with the Whatcom Conservation District. This agreement will be funded through the 2018 FCZD budget for Public Works- Natural Resources programs.

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.

Encl.

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract

No.

201801019

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	Natural Resources
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: \_\_\_\_\_  
 (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.
- Contract work is for less than \$100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than \$25,000.
- Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):  
 \$ 55,000  
 This Amendment Amount:  
 \$ \_\_\_\_\_  
 Total Amended Amount:  
 \$ 55,000

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, professional services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies or equipment included approved in the budget.
4. 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: This interlocal agreement will enhance and support elements of Whatcom County's Pollution Identification and Correction (PIC) Program. This agreement will provide community outreach and financial assistance and incentives to landowners and operators with non-dairy agricultural operations in PIC areas.

Term of Contract: \_\_\_\_\_ Expiration Date: 12/31/18

Contract Routing:	1. Prepared by: <u>ED</u>	Date: <u>1/9/18</u>
	2. Attorney signoff: <u>Daniel L. Gibson</u>	Date: <u>01/09/18</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>1/11/18</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ ✓	Date: <u>1/16/18</u>
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

201801019

**2018 INTERLOCAL AGREEMENT**  
**WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT- WHATCOM CONSERVATION DISTRICT**  
**Pollution Identification and Correction (PIC) Program**  
**Non- Dairy Agricultural Best Management Practices Outreach 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 and financial assistance programs for the non-dairy agriculture best management practices component of the Whatcom County Pollution Identification and Correction (PIC) program 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 PIC program as the highest priority recommendation; and,

WHEREAS, a PIC program is a data-driven program guiding pollution-tracking activities to areas 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 bacteria in the Drayton Harbor and Portage Bay Shellfish Protection Districts; and,

WHEREAS, the WCD provides local expertise and technical assistance to landowners with livestock to support development and implementation of farm plans; 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 outreach and cost-share programs consistent with the specific needs of the Whatcom County PIC program as described in Exhibit A to help improve and protect water quality in the Drayton Harbor and Portage Bay Shellfish Protection Districts; 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 31, 2018 through December 31, 2018.
- 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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WHATCOM CONSERVATION DISTRICT

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

By [Signature]  
Larry Helm, WCD Chair

By \_\_\_\_\_  
Jack Louws, County Executive

Approved as to form:  
[Signature]  
Office of the WCD Attorney

Approved as to form:  
Daniel L. Gibson  
Whatcom County Prosecuting Attorney  
[Signature]  
Director of Public Works

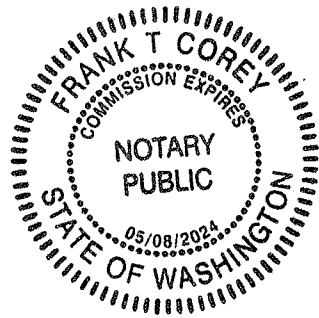
STATE OF WASHINGTON )  
COUNTY OF WHATCOM ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared Jack Louws, acting on behalf of the Whatcom County Flood Control Zone District Board of Supervisors, 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 \_\_\_\_\_.  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
COUNTY OF WHATCOM ) ss.

On this 16<sup>th</sup> day of January, 2018, before me personally appeared Larry Helm, to me known to be the Chair of the Whatcom Conservation District and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



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

**EXHIBIT A- SCOPE OF WORK**  
**Pollution Identification and Correction (PIC) Program**  
**Non-Dairy Agriculture Best Management Practices Outreach 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 non-dairy agriculture in support of and in coordination with the Whatcom County PIC Program.

**Task 1: Community Outreach**

WCD will develop and implement a community outreach program for landowners/operators with non-dairy agricultural operations in Whatcom County PIC focus areas. This will include organizing and hosting non-dairy agriculture workshops/trainings, developing and distributing educational materials, hosting displays or providing presentations at other community events, and developing and implementing other educational campaigns in coordination with WCPW to support the PIC.

**Deliverables and Timelines:**

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

**Task 2: Temporary Fixes and Technical Assistance Incentives (\$1,000)**

WCD will provide landowners in PIC areas with emergency temporary fixes for problems identified through site assessments and/or incentives for technical assistance programs.

- WCD will offer assistance and supplies for temporary fixes to problems identified through a site 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.
- WCD will offer 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 summaries of the location, type of pollution sources identified, and type and number of temporary BMPs installed and incentives provided.
  - Quarterly reports will summarize these statistics by watershed/drainage area.

**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 will be reviewed and 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, 2018. 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, 2018.

**EXHIBIT B- BUDGET**  
**Pollution Identification and Correction (PIC) Program**  
**Non-Dairy Agriculture Best Management Practices Outreach and Cost-Share**

As consideration for the services provided pursuant to the Scope of Work, the total budget is not to exceed **\$55,000** with additional details provided below. Requests for payment and reimbursement by the County will coincide and be based on the successful completion of services described in Exhibit A.

Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. The County does not reimburse the cost of alcoholic beverages. Any work performed prior to the effective date of this contract or continuing after the completion date of the same unless otherwise agreed upon in writing, will be at the contractor's expense.

<b>Personnel*</b>			
	Admin	\$ 45.09/hr	\$ 24,000.00
	Mgmt/Admin/Engineer	\$ 73.77/hr	
	Outreach Specialist	\$ 52.16/hr	
	Planner	\$ 41.58/hr	
	Planner	\$ 41.25/hr	
	GIS Specialist	\$ 54.30/hr	
<b>Overhead (25% of salaries/benefits)</b>			<b>\$ 6,000.00</b>
<b>Supplies/Materials/Other</b>			
	Temporary BMPs (e.g. electrical fencing, hog fuel, etc.)	Actual costs	\$ 1,000.00
	Technical assistance incentives (e.g. tarps, soil tests, t-shirts)		
	Printing/Mailing/Supplies		\$ 1,900.00
	Room Rental		\$ 1,100.00
<b>Cost-Share (see rates below)* application must be approved by WCPW prior to implementation</b>			<b>\$ 21,000.00</b>
<b>Totals</b>			<b>\$ 55,000.00</b>

**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 (Exhibit C). 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.

**EXHIBIT C- RATE SHEET**  
**Pollution Identification and Correction (PIC) Program**  
**Non-Dairy Agriculture Best Management Practices Outreach and Cost-Share**

Reimbursement Rates for Producer Labor and Producer Owned Machinery/Equipment

Description	Rate
Individual labor/operator labor	\$22.00/hr
<b>Equipment Only, without operator</b>	
Small tractor (20Hp – 59Hp)	\$17.00/hr
Medium Tractor (60Hp – 99Hp)	\$28.00/hr
Large Tractor (100+Hp)	\$55.00/hr
Tractor Bucket, front end loading—add to tractor rate	\$17.00/hr
Excavator, Light	\$50.00/hr
Excavator, Med	\$88.00/hr
Excavator, heavy	\$132.00/hr
Chain saw	\$11.00/day
4 Strand Barb wire fence (includes labor & materials)	\$3.00/ft [CC1]

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.