

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Stormwater Division-950510
Contract or Grant Administrator:	Cathy Craver
Contractor's / Agency Name:	City of Ferndale
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="radio"/> No <input type="radio"/> 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 <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: _____	
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 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>n/a</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.
Enter into an Interlocal Agreement with City of Ferndale to participate in the Stormwater Education and Outreach Project. Ferndale will be responsible for 1/3 of the contract amount of \$18,410 (not to exceed \$6,137). Contract to follow for Executive Approval after authorization of the Interlocal Agreement.	
Term of Contract:	Expiration Date: December 31, 2020

Contract Routing:	1. Prepared by: Cathy Craver	Date: 02/07/2020
	2. Attorney signoff: Christopher Quinn	Date: 2/11/2020
	3. AS Finance reviewed: bbenett	Date: 2/25/2020
	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: _____	Date: _____
	9. Original to Council: _____	Date: _____

**2020-2021 INTERLOCAL AGREEMENT
CITY OF FERNDALE – WHATCOM COUNTY**

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into by and between the City of Ferndale (the "City"), 2095 Main Street, Ferndale, WA 98248, and Whatcom County (the "County"), County Courthouse, 311 Grand Avenue, Bellingham, WA 98225 pursuant to the Washington Interlocal Cooperation Act Chapter 39.34 Revised Code of Washington.

RECITALS

WHEREAS, the City and County are permittees of the 2019-2024 Western Washington Phase II Municipal Stormwater Permit (the "Permit"); and

WHEREAS, the City and County are required to build general awareness about methods to address and reduce impacts from stormwater runoff, and effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts per section S5.C.2 of the Permit; and

WHEREAS, the County retained VEDA Environmental Consulting through the Whatcom County Request for Proposal "RFP" process to provide services of developing a strategy for addressing stormwater impacts through focus groups and data analysis to inform future outreach campaigns; and

WHEREAS, the parties desire to enter into this agreement to partner on education and outreach efforts to achieve the Permit requirements under S5.C.2.

NOW THEREFORE, the City and the County agree as follows:

TERMS AND CONDITIONS

1. **Purpose.** The purpose of this Agreement is to set the terms whereby the City and the County will work cooperatively to participate in the Stormwater Focus Group Study.
2. **Administration.** No new or separate legal or administrative entity is created to administer the provisions of this Agreement. As a recipient of City funds, the County shall, as a condition of this Agreement, comply with all requirements for administration of the program as outlined in Exhibit "A".
3. **County Responsibilities.**

3.1 The County, and/or its subcontractors and agents, will perform work necessary to meet the tasks outlined in Exhibit "A", Scope of Work

3.2 The County will ensure that the City is in full agreement with all decisions regarding Exhibit "A", Scope of Work, and the provisions of the consultant contract.

3.3 The County will provide funding for the Stormwater Education and Outreach Project, and will seek reimbursement from the City for one-third of the total project cost, not to exceed \$6,137.00. (Total contract: \$18,410.00)

4. **City Responsibilities.** The City will partially fund the project through direct reimbursement to the County for one-third of the total project cost, not to exceed \$6,137.00. (Total contract: \$18,410.00)

5. **Payment.** The request for reimbursement from the County to the City will occur upon completion of the project.

6. **Term.** This Agreement shall be effective for services performed from the approval date of this Agreement through December 31, 2020. It may be terminated by either party upon the giving of 30 days' written notice to the other, at which time any remaining financial obligations for services rendered shall be paid in full according to the provisions of **Section 5. Payment,** above. Immediately upon receipt of a termination notice, the County shall cease incurring or authorizing additional expenditures pursuant to this Agreement.

7. **Responsible Persons.** The persons responsible for administration of this Agreement shall be the Whatcom County Public Works Director and the City of Ferndale Public Works Director or their respective designees.

Paul Knippel
Stormwater Manager
City of Ferndale Public Works
2095 Main Street
Ferndale, WA. 98248
Phone:(360) 685-2357

Cathy Craver
Senior Planner, Stormwater Division
Whatcom County Public Works
322 N. Commercial St., Suite 224
Bellingham, WA 98225
Phone: (360) 778-6210

The City contact and telephone number for billing/invoice questions is Paul Knippel, Stormwater Manager, (360) 685-2357

The County contact and telephone number for billing/invoice questions is Randy Rydel, Public Works Administration, (360) 778-6217.

8. **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, except that the documentary products of the Stormwater Focus Group Study shall be deemed the property of both of the parties to this Agreement.

9. **Future Acts.** This Agreement may be amended to address further actions, following an evaluation of the specific management options to be developed during the Project.

10. **Liability.** The City agrees to defend and indemnify the County from any claims, damages or liabilities arising out of the City's negligent acts or omissions. Likewise, the County agrees to defend and indemnify the City from any claims, damages or liabilities arising out of the County's negligent acts or omissions.

11. **Subcontracting.** The County shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it. The County shall insert in each subcontract appropriate provisions requiring compliance with the provisions of this Agreement, and subcontractors shall be deemed to be bound by all the terms hereof.

12. **Rights in Data.** All documents, maps, and other materials of whatever kind prepared by the County or its agents pursuant to this Agreement shall be deemed property of both the City and the County upon completion of the Project or termination of this Agreement.

13. **Modifications.** The terms of 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.

14. **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 of the State of Washington, both as to interpretation and performance, and the venue of any action arising from this Agreement shall be in the Superior Court of the State of Washington in and for Whatcom County.

15. **Severability.** In the event any term or condition of this Agreement or application thereof to any person or circumstances 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.

16. **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.

17. **Recordation.** Upon execution of this Agreement, the County shall file a copy of it with the office of its County Auditor pursuant to the requirements of RCW 39.34.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day of _____, 20____.

CITY OF FERNDALE

WHATCOM COUNTY


By _____
Greg Hansen, Mayor

By _____
Satpal Singh Sidhu, County Executive

Approved as to form:

Approved as to form:

Dannon Traxler, Ferndale City Attorney



Christopher Quinn
Whatcom County Senior Civil Deputy
Prosecuting Attorney

Kevin Renz, Director of Public Works



Jon Hutchings, Director of Public Works

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 20____, before me personally appeared, to me
GREG HANSEN known to be the Mayor of CITY OF FERNDALE, 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)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 20____, before me personally appeared SATPAL
SINGH SIDHU, 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.

NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires: _____

EXHIBIT A – SCOPE OF WORK

Stormwater Education and Outreach Project

Task 1: Design and plan six (6) focus groups

Subtask Description:

- Evaluate existing materials and studies to develop a proposed strategy and approach for conducting focus groups, including the total number needed. This strategy will follow community-based social marketing practices and will be tailored to reach urban and rural residents and business owners, two of the target audiences in S.5.C.2 of the NPDES Permit.
- Define specific goals/objectives of the focus groups and draft questions needed to achieve them. Example questions could include level of awareness regarding BMPs identified in Section S.5.C.2.a.ii of the NPDES permit, and general understanding of stormwater pollution.
- Recruit and invite focus group participants using appropriate methodologies and different strategies (such as social media, letters, phone calls). Potentially include a brief survey that enables for a representative sample of participants. Effort will be made to include a broad range of participants that accurately represent the diversity of people who live and work in Whatcom County.
- Develop a qualifying questionnaire for potential participants
- Identify appropriate incentives for participation
- Identify and book appropriate spaces for meetings
- Create appropriate facilitation materials (questionnaire, agendas etc.)

Assumptions:

- Whatcom County to provide existing materials and studies to inform development of focus group strategy
- Whatcom County staff to partner with Veda as needed for recruitment of/invitations to participants, including developing qualifying questionnaire. .
- Some aspects of this may be covered by Whatcom County; some facilities may be free. No facilities or snacks costs included in this estimate.
- The same agenda will be used for each focus group but to include minor changes to reflect location, date, and time differences.
- Incentives (purchasing and acquiring) not included in budget estimate.
- Whatcom Co. staff to assist with booking meeting space; meeting space not included in budget.
- Veda to provide facilitation materials as budget allows; Whatcom County to provide if Veda budget is exceeded.
- Whatcom County staff to consolidate comments on each draft deliverable and send to Veda in a single, tracked-changes document within three working days of receiving it.

Deliverables:

- Draft and final focus group strategy (not to exceed 3 pages)
 - a. Draft [March 24, 2020] Final [April 7, 2020]
- Draft and final focus group agenda, including goals, objectives, and questions
 - a. Draft [April 21, 2020] Final [May 5, 2020]
- Draft and final qualifying questionnaire (not to exceed 2 pages)
 - a. Draft [April 21, 2020] Final [May 5, 2020]

Task 2: Facilitate focus groups

Subtask Description:

- Prep for, facilitate and take notes for six focus groups of two hours duration each.

Assumptions:

- One Veda staff facilitates each focus group, one Veda staff takes notes (2 staff per meeting) for 6 meetings of 2.0 hrs each. PM: 7 hours per focus group (3 hrs prep*; 2 hours facilitation; 1 hr setup; 1 hr. breakdown). Notetaker: 4 hrs per meeting: (1 hr setup; 1 hr breakdown; 2 hrs notetaking)
- Whatcom County staff to consolidate comments on each draft deliverable and send to Veda in a single, tracked-changes document within three-five working days of receiving it.

*prep includes reviewing in detail annotated agenda/questions and fine-tuning and tweaking, as well as relevant details regarding participants.

Deliverables:

- Meeting materials and handouts.
 - [mid-May 2020]

Task 3: Follow-up

Subtask Description:

- Gather and analyze data received during focus groups
- Write summary report

Deliverables:

- Summary notes for each meeting (not to exceed 3 pages per meeting)
 - [No later than 7 days after each focus group]
- Draft and Final Summary Report that analyzes results of all focus groups and provides recommendations for future outreach development and social marketing campaigns (not to exceed 8 pages)
 - Draft [November 12th, 2020] Final [November 25th, 2020]

Assumptions:

- Whatcom County staff to return one consolidated set of edits to Veda within one week of receiving it.

Task 4: Ongoing communications with Whatcom County Project Manager

Subtask Description:

- Communicate with Whatcom Co Project Manager throughout project duration, and submit monthly progress reports.

Deliverables:

- Weekly check-ins [Every 7 days, date and time TBD]
- Monthly progress reports [To be submitted by the 7th day of the following month]
- Monthly invoices [To be submitted by the 7th day of the following month]

Stormwater Education and Outreach Project-2020

PROJECT TIMELINE

	Deliverable	February	March	April	May	June	July	August	September	October	November	December
Task 1: Design and plan six focus groups	Draft focus group strategy		Mar. 24									
	Final focus group strategy		Apr. 7									
	Draft focus group agenda		Apr. 21									
	Final focus group agenda		May 5									
	Draft qualifying questionnaire		Apr. 21									
	Final qualifying questionnaire		May 5									
Task 2: Facilitate focus	Focus Group #1				Est. Mid-May							
	Consolidated Comments by Whatcom County				3-5 days after meeting							
	Focus Group #2				Est. Mid-May							
	Consolidated Comments by Whatcom County				3-5 days after meeting							
	Focus Group #3				Est. Mid-May							
	Consolidated Comments by Whatcom County				3-5 days after meeting							
	Focus Group #4				Est. Mid-May							
	Consolidated Comments by Whatcom County				3-5 days after meeting							
	Focus Group #5				Est. Mid-May							
	Consolidated Comments by Whatcom County				3-5 days after meeting							
	Focus Group #6				Est. Mid-May							
	Consolidated Comments by Whatcom County				3-5 days after meeting							
Task 4: Follow-up	Summary notes for each meeting #1				7 days after meeting							
	Summary notes for each meeting #2				7 days after meeting							
	Summary notes for each meeting #3				7 days after meeting							
	Summary notes for each meeting #4				7 days after meeting							
	Summary notes for each meeting #5				7 days after meeting							
	Summary notes for each meeting #6				7 days after meeting							
	Draft Report				7 days after meeting							
Final Report										Nov. 12	Nov. 25	
Task 4: Ongoing Communications w/ Whatcom County												
	Weekly Check-ins											
	Monthly Progress Report											
Invoicing												
				Apr. 7 Apr. 8	May 7 May 8	tbd tbd	tbd tbd	tbd tbd	tbd tbd	tbd tbd	tbd tbd	tbd tbd

EXHIBIT B – BUDGET

Contractor will invoice monthly. Invoices will include hours worked by employee by day together with tasks accomplished. Requests for reimbursement of expenses must be accompanied by copies of paid invoices itemizing costs incurred. Costs of alcoholic beverages are not eligible for reimbursement. **Compensation shall not exceed 18,410.00.** 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.

Budget Summary

Task	Principal-in-Charge \$175.00/hr	Project Manager \$95.00/hr	Project Support and Notetaker \$65.00/hr	Total Labor Cost
1	15	25	15	\$5,975.00
2	6	42	24	\$6,600.00
3	6	8	24	\$3,370.00
4	2	4	0	\$730.00
Total Labor	21	79	63	\$16,675.00
Materials (not to exceed) (flipcharts; markers; nametags; notepads; pens; misc. materials needed. Will be fine-tuned after a more detailed approach is developed).				\$600.00
Travel – Mileage (up to 200 miles to Drayton Harbor, Birch Bay, and other NPDES-permitted areas. Specific locations still TBD. @ .575/mile)				\$115.00
Travel Time (estimated travel to each focus group. Lower billable rate)				\$1,020.00
Total Amount				\$18,410.00

Contract amounts shall not exceed the total budget referenced (above). As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the hourly rates provided in the project budget (Exhibit B). Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. Lodging and per diem shall not exceed the GSA rate for the location where services are provided. Other expenditures such as printing, postage, and telephone charges shall be reimbursed at actual cost plus 10%. Expense reimbursement requests must be accompanied by copies of paid invoices. 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.