

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201911007

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Stormwater/Natural Resources (907620)
Contract or Grant Administrator:	Gary Stoyka
Contractor's / Agency Name:	Lake Whatcom Water & Sewer 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="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: <u>123201</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>40,000</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 conduct a follow-up investigation of the potential impacts of on-site sewage systems on water quality in Lake Whatcom.	
Term of Contract: 26 months	Expiration Date: 12/31/21

Contract Routing:	1. Prepared by: <u>Gary S. Stoyka</u>	Date: <u>10/4/19</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>10/14/2019</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>10/14/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ ✓	Date: <u>10-30-19</u>
	6. Submitted to Exec.: _____ ✓	Date: <u>11-7-19</u>
	7. Council approved (if necessary): _____ ✓	Date: <u>11-19-19</u>
	8. Executive signed: _____ ✓	Date: <u>11-20-19</u>
	9. Original to Council: _____ ✓	Date: <u>11-22-19</u>

COUNTY ORIGINAL

WHATCOM COUNTY
CONTRACT NO.
201911007

**INTERLOCAL AGREEMENT
BETWEEN
LAKE WHATCOM WATER AND SEWER DISTRICT AND WHATCOM COUNTY
FOR THE
LAKE WHATCOM MANAGEMENT PROGRAM
ON-SITE SEWAGE SYSTEM IMPACT ASSESSMENT**

WHEREAS, Lake Whatcom Water and Sewer District, 1220 Lakeway Drive, Bellingham, WA 98229 (District) and Whatcom County, 311 Grand Avenue, Bellingham, WA 98225 (County), referred to collectively herein as “the Parties,” desire to formalize an arrangement wherein the District will provide funding for the payment of consultants to perform work in relation to assessing the impacts of existing on-site sewage systems (also known as septic systems) on the quality of water in Lake Whatcom (hereafter “Lake Whatcom On-Site Sewage System Impact Assessment”); and

WHEREAS, the Parties together with the City of Bellingham (City) jointly adopted the Lake Whatcom Reservoir Management Program (Program) through County Council Resolution No. 2000-027, City Council Resolution No. 2000-14, and District Board of Commissioners Resolution No. 636; and

WHEREAS, in the 2015-2019 Lake Whatcom Management Work Plan, the Program Area 4, Monitoring & Data, objective is to “collect and manage data to increase our understanding of water quality and pollution sources, and to guide management decisions”; and

WHEREAS, Herrera Environmental Consultants, Inc., under contract with the District, conducted a series of monitoring events along the north shore of Lake Whatcom between January and March 2017 to assess the impact of existing on-site sewage systems on water quality of the Lake; and

WHEREAS, the findings of the assessment were published in the Water Quality Monitoring Report, Lake Whatcom North Shore On-site Septic Sewage System Leachate Detection Project, in July 2017; and

WHEREAS, the data generated through the 2017 assessment indicate that existing on-site sewage systems may be adversely impacting the quality of Lake Whatcom water; and

WHEREAS, it is in the interests of the residents of the County and District to better understand the potential impact of on-site sewage systems located along the shoreline on Lake Whatcom water quality.

NOW, THEREFORE, the Parties agree as follows:

1. *Purpose*: The purpose of this Agreement is to set the terms whereby the County will make funds available to the District to support the Lake Whatcom On-Site Sewage System Impact Assessment.

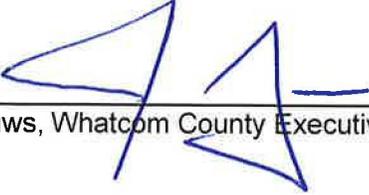
- II. *Administration:* No new or separate legal or administrative entity is created to administer the provisions of this Agreement.
- III. *District Responsibilities:* The District hereby agrees to hire a consultant, selected through required public selection processes, as agreed to by the Parties, for conducting the work described in Exhibit A and budgeted in Exhibit B.
- IV. *County Responsibilities:* The County hereby agrees to reimburse the District an amount not to exceed the total budget allocated the County as shown in Exhibit B.
- V. *Payment:* All payments under this Agreement are considered reimbursement for services rendered. Each request for payment herein is to be submitted in the usual form of a claim for services rendered supported by detailed documentation of the services actually performed so as to comply with auditing requirements. Payment shall be upon approved claims and in accordance with customary procedures. The County will compensate the District for services rendered within thirty (30) days following receipt of a detailed invoice, provided all other terms and conditions of this Agreement have been met and certified as such by the District.
- VI. *Term:* This Agreement shall be effective for services performed beginning upon District Board of Commissioners approval of the contract with the selected consultant and extending through the scope of work identified in Exhibit A, but not later than December 31, 2021. This Agreement may be renewed by mutual written agreement of all of the parties hereto. It may be terminated by any party upon the giving of ninety (90) days written notice to the others, at which time any remaining financial obligations shall be paid in full according to the provisions of "V. Payment" stated above.
- VII. *Responsible Persons:* The persons responsible for administration of this Agreement shall be the Whatcom County Public Works Department Director and the Lake Whatcom Water and Sewer District General Manager, or their 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, except that the products of the on-site sewage system impact assessment work performed pursuant hereto, shall be deemed the property of each of the parties to this Agreement.
- IX. *Data:* Any data or reports generated pursuant to this agreement shall be owned jointly by the District and County. Neither party shall release preliminary data or reports to the public or other entities, unless required by law, without the other party's consent.
- X. *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.
- XI. *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.

- XII. *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 herefrom shall be in the Superior Court of the State of Washington in and for Whatcom County.
- XIII. *Severability:* In the event any term or condition of the 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, conditions, or application. To this end the terms and conditions of this Agreement are declared severable.
- XIV. *Entire Agreement:* This Agreement contains all 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.
- XV. *Recordation:* Upon execution of this Agreement, the District shall file a copy of it with the office of its County Auditor or make it accessible on its web site or other electronically retrievable public source, pursuant to the requirements of Revised Code of Washington 39.34.040.

IN WITNESS WHEREOF, the Parties have signed this Agreement this 20th day of November, 2019.

WHATCOM COUNTY:



Jack Louws, Whatcom County Executive

Approved as to form:



Christopher Quinn, Chief Civil Deputy
Prosecutor

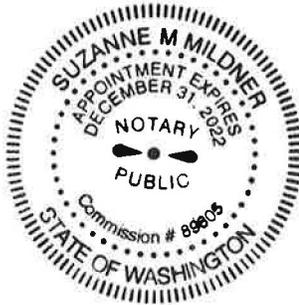
Department Approval:

 11/5/19

Jon Hutchings, Public Works Director

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this 20th day of November, 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.





NOTARY PUBLIC in and for the State of
Washington residing at Bellevue
My appointment expires: 12-31-22

LAKE WHATCOM WATER AND SEWER DISTRICT:

Approved as to form:

Justin Clary
Justin Clary, General Manager

Robert Carmichael
Robert Carmichael, District Legal Counsel

STATE OF WASHINGTON)
) ss.
County of Whatcom)

On this 30th day of October, 2019, before me personally appeared JUSTIN CLARY, to me known to be the General Manager of the LAKE WHATCOM WATER AND SEWER DISTRICT, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Debi A Denton
NOTARY PUBLIC in and for the State of
Washington residing at Bellingham
My appointment expires: 7/12/20

EXHIBIT A
Scope of Work
2019-2020 Lake Whatcom On-site Sewage System Impact Assessment

Project Background:

The Lake Whatcom watershed is located in Whatcom County in the northwest corner of Washington State. Lake Whatcom is the drinking water source for approximately 100,000 people, provides recreational opportunities for residents and visitors, and habitat for a variety of fish and animals.

Public awareness regarding deteriorating water quality in the 1980's led to a partnership between Whatcom County, the City of Bellingham, and the Lake Whatcom Water and Sewer District for cooperative watershed management under the Lake Whatcom Management Program. In 2016, the United States Environmental Protection Agency (USEPA) approved a Total Maximum Daily Load (TMDL) for phosphorus in the lake and fecal coliform bacteria in eleven lake tributaries. Efforts are underway to protect lake water quality, reduce the amount of phosphorus entering the lake system, and reduce fecal bacteria levels in tributaries entering the lake.

In 2016, the Lake Whatcom Water and Sewer District contracted with Herrera Environmental Services to conduct a study examining potential impacts of on-site sewage systems (OSSs; also known as septic systems) on lake water quality along Northshore Drive. Herrera evaluated a number of parameters at open water, lakeshore, and discharge sites along OSS-serviced and undeveloped shoreline areas. The primary parameters analyzed included fecal bacteria, optical brighteners, phosphorus, and bacteroidetes DNA biomarkers for human waste. Elevated levels of optical brighteners and bacteroidetes biomarkers were observed at some sites.

Following the study, the Whatcom County Health Department contacted landowners with OSS within the study area to conduct evaluations of systems. A total of 97 OSS were located within the study area, 68 landowners responded and systems were inspected, three failures were found and repaired, and maintenance needs were identified at one site. Eight landowners refused inspections and 17 landowners did not respond. One identified failure was upstream of a sampling site with moderately elevated fecal bacteria and optical brighteners. However, human bacteroidetes biomarkers were not detected or detected at low levels at this site.

Based upon feedback on the initial study from Lake Whatcom Management Program partners, this follow up study will incorporate shoreline areas with sewer service, provide consistent sample sites with equal representation from shoreline types, and further consider the results in relation to TMDL goals for the lake.

Project Goals and Objectives:

The purpose of this study is to follow up on the initial study, expand the study area to include shoreline areas serviced by sewer, and characterize fecal bacteria and phosphorus input to the lake from OSS and sewer serviced shorelines. The following goals and objectives provide guidance for the follow up study.

Goals:

- To determine if OSSs on parcels in shoreline areas are impacting lake water quality through fecal bacteria or phosphorus loading during wet season storm events.
- To determine if there is a difference in fecal bacteria and phosphorus levels in shoreline areas serviced by OSS versus sewer systems during storm events.
- If impacts are detected, determine the extent of those impacts relative to TMDL requirements and public health.

Objectives:

- Characterize fecal bacteria, phosphorus, and bacteriodes DNA concentrations at shoreline sites during critical conditions for OSS leaching and sewer inflow and infiltration (wet season storm events).
- Compare fecal bacteria, phosphorus, and bacteriodes DNA concentrations between OSS, sewer, and undeveloped shorelines during critical conditions.
- Compare fecal bacteria concentrations to state water quality standards.
- Compare phosphorus concentrations to Lake Whatcom TMDL goals.
- Determine next steps for evaluating OSS impacts to surface water drainages and/or groundwater, if deemed necessary from study results.

This Scope of Work includes the elements of the project that should be included in the consultant's proposal. The proposal should detail the consultant's approach to study design, number of sites and frequency of sampling, target parameters, and data analysis to address the project's goals and objectives.

Tasks:

Task 1: Project Development and Management

The consultant will be responsible for understanding the goals and objectives of the study, gathering background information, and developing a sampling plan that outlines the study area and design, sampling techniques and parameters, quality control measures, laboratory analysis, and data analysis. Whatcom County and/or the Lake Whatcom Water and Sewer District will provide information to allow for assessment of parcel locations, and site sewer categorization. Monthly progress reports will provide updates on activities, successes, and challenges.

Deliverables:

- Sampling Plan (building upon the quality assurance project plan [QAPP] developed for the initial study)
- Monthly Progress Reports and Invoices

Task 2: Data Collection and Analysis

This study will include Lake Whatcom shoreline areas with OSS, sewer, and no development. Building from the initial study, storm events during the wet season should be targeted for this study. Both OSS and sewer system functions are most stressed during storm events. For OSS, wet season conditions leading to soil saturation and high water tables can stress a system. Storm events during this period represent the most critical conditions for potential

OSS failure. Sewer systems can be similarly stressed during large rain events due to stormwater inflow and infiltration.

The consultant will be responsible for forecasting storms, collecting and recording field data consistent with parameters recorded during the initial study, collecting water samples for laboratory analysis, and compiling and analyzing data. At a minimum three sampling events at 13 locations (five OSS, five sewer, and three undeveloped) should be included in this study. Use of a fluorometer to assist in reconnaissance survey and identifying site locations is recommended (similar to initial study). A Cyclops fluorometer (Cyclops 7 probe with a DataBank display/logger, stainless steel sensor, and 5-meter cable) is available for consultant's use related to this study. The consultant is encouraged to conduct laboratory analysis for bacteria and nutrients at local laboratories.

Deliverables:

- Field Sheets and Lab Reports
- Excel Workbook with all Raw Data

Task 3: Reporting and Presentation

The consultant will review and validate all field and laboratory data according to quality control measures in the monitoring plan. A draft report will be prepared for the Project Team and Lake Whatcom Data Team with a two week period for review and feedback. A final report will be prepared addressing comments received. A presentation highlighting study methods, results, and findings will be provided.

Deliverables:

- Excel Workbook with all Raw Data and Qualifiers
- Draft Report Summarizing Study Methods, Results, and Discussion
- Final Report
- Presentation of Study

Jon Hutchings
Director



RECEIVED

NOV 7 - 2019

JACK LOUWS
COUNTY EXECUTIVE

MEMORANDUM

TO: The Honorable Jack Louws, Whatcom County Executive, and
The Honorable Whatcom County Council

THROUGH: Jon Hutchings, Director 

FROM: Kraig Olason, Stormwater Program Manager 
Gary S. Stoyka, Natural Resources Program Manager 

DATE: November 4, 2019

RE: Interlocal Agreement with Lake Whatcom Water & Sewer District to Conduct a
Follow-up Investigation into Potential On-site Sewage System Impacts to Lake
Whatcom

Requested Action

Enclosed are two (2) originals of an interlocal agreement between Whatcom County and Lake Whatcom Water & Sewer District (District) for your review and signature.

Background and Purpose

There are approximately 100 residences with on-site sewage systems (OSSs) located along the Lake Whatcom shoreline on North Shore Drive in unincorporated Whatcom County. The District hired Herrera Environmental Consultants to conduct an assessment of potential impacts of these systems on lake water quality in 2017. The results of the study indicated that these systems may be adversely impacting the quality of Lake Whatcom. County staff has worked with District staff to develop a scope of work for additional work to investigate potential data gaps in the first study and to better determine if impacts are occurring and, if so, to what extent. The District wishes to partner with the County for this study with the District paying 60% of the cost, and the County contributing 40%. The District will contract with a consulting firm to conduct the study. The County will participate in consultant selection and data and report review. The District has funds in its 2019 budget to begin this work. The County's portion of the funding would be provided in 2020.

Funding Amount and Source

The total estimate cost of this investigation is \$100,000.00. The County's estimated budget for this agreement is \$40,000.00. County funding for this project is included in the 2020 proposed Stormwater Budget.

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