

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202012014

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Stormwater/Homeowner Incentive Program (907620)
Contract or Grant Administrator:	Ingrid Enschede
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="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>123211</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 type="checkbox"/> Goods and services provided due to an emergency <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>92,095</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when: 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance. 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.
Summary of Scope: The Lake Whatcom Homeowner Incentive Program provides technical assistance and cost share incentives for homeowners to install best management practices that reduce phosphorus runoff into Lake Whatcom. The Whatcom Conservation District will provide technical assistance to homeowners and program implementation assistance through this agreement. With Amend. No. 1 of contract 201909004, the County can seek reimbursement from the City of Bellingham for work completed under this scope of work task 2.	
Term of Contract: 12 months Expiration Date: December 31, 2021	

Contract Routing:	1. Prepared by: <u>Ingrid Enschede</u>	Date: <u>11/10/20</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>11/16/2020</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>11/13/2020</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ ✓	Date: <u>11-24-2020</u>
	6. Submitted to Exec.: _____ ✓	Date: <u>12-8-2020</u>
	7. Council approved (if necessary): _____ ✓ <u>AB2020-562</u>	Date: <u>12-8-2020</u>
	8. Executive signed: _____ ✓	Date: <u>12-9-2020</u>
	9. Original to Council: _____ ✓	Date: <u>12-11-2020</u>

**2021 INTERLOCAL AGREEMENT
WHATCOM COUNTY & WHATCOM CONSERVATION DISTRICT
LAKE WHATCOM HOMEOWNER INCENTIVE PROGRAM ASSISTANCE**

This Interlocal AGREEMENT ("AGREEMENT") is between the Whatcom Conservation District ("WCD") and the Whatcom County ("COUNTY") as public agencies pursuant to the Interlocal Cooperation Act (RCW 39.34) for implementation of the Lake Whatcom Homeowner Incentive Program (HIP) in cooperation with the City of Bellingham ("CITY").

WHEREAS, the Washington State Department of Ecology ("ECOLOGY") issued the final Lake Whatcom Watershed Total Maximum Daily Load (TMDL) study for phosphorus and fecal coliform bacteria in 2008, which requires the CITY and the COUNTY to develop a response strategy; and,

WHEREAS, the CITY and COUNTY established HIP as a pilot program in 2011 with assistance from ECOLOGY to promote homeowner stewardship within the Lake Whatcom watershed and provide technical assistance and financial incentives to help homeowners install phosphorus-reducing best management practices (BMPs) to meet TMDL objectives; and,

WHEREAS, the CITY and County committed to cooperatively administering a locally funded revised and expanded version of HIP in 2016 through Interlocal Agreement (Whatcom County Contract No. 201611031) and again in 2019 (Whatcom County Contract No. 201909004); 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 CITY and the COUNTY requested assistance from the WCD beginning in 2016 to provide homeowner outreach, technical assistance, and program implementation assistance for the installation of phosphorus-reducing BMPs through HIP to the mutual advantage of all jurisdictions; and,

WHEREAS, the COUNTY and the WCD established an Interlocal Agreement to provide funding to the WCD to provide assistance for HIP in 2016 (Whatcom County Contract No. 201610015) and again in 2019 (Whatcom County Contract No. 201903001) in cooperation with the CITY; and,

WHEREAS, the Lake Whatcom Management Program 2020-2024 Work Plan (Resolution 2020-023) calls for continuing to provide technical and/or financial assistance for residential-scale retrofits of private property that results in phosphorus-or flow-limiting projects through HIP or similar programs; and,

WHEREAS, the CITY and COUNTY request continued assistance for HIP from the WCD in 2021 to complete tasks identified in their current Interlocal Agreement as amended (Whatcom County Contract No. 201909004-1); and,

WHEREAS, COUNTY requests additional assistance for HIP from the WCD for the COUNTY'S new self-funded version of the program beginning in 2021.

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 support the Lake Whatcom Homeowner Incentive 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 provide support for the Lake Whatcom Homeowner Incentive 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 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, 2021.
- 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. *Discrepancies.* If there is any discrepancy between any provision of this AGREEMENT and any provision of Whatcom County Contract No. 201909004, the provisions of this Agreement shall prevail.
- XIX. *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.

XX. *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.

In the alternative, either party to this agreement may fulfill the insurance obligations contained herein by maintaining membership in a joint self-insurance program authorized by RCW 48.62. In this regard, the parties understand that the party to this agreement who is a member of such a program is not able to name the other party as an "additional insured" under the liability coverage provided by the joint self-insurance program.

XXI. *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.

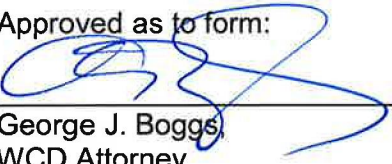
XXII. *Signatures:* The undersigned representatives accept the provisions of this AGREEMENT. This AGREEMENT shall be in effect when signed by both parties.

IN WITNESS WHEREOF, the parties have signed this Agreement this 9th day of December, 2020.

WHATCOM CONSERVATION DISTRICT

By 
Heather Christianson, Chair

11/24/2020
Date

Approved as to form:

George J. Boggs,
WCD Attorney

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

On this 24th day of November, 2020, before me personally appeared HEATHER CHRISTIANSON 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.



Beth Bushaw
NOTARY PUBLIC in and for the State of Washington,
residing at: Whatcom County
My commission expires 6/29/2021

WHATCOM COUNTY

By: Satpal Sidhu 12.8.2020
Satpal Singh Sidhu, Whatcom County Executive Date

Recommended for Approval:

Jon Hutchings 11/20/20
Public Works Director Date

Approved as to form:

Christopher Quinn 11/20/2020
Civil Senior Deputy Prosecuting Attorney Date

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

On this 9th day of Dec, 2020, 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.



Arden J Landry
NOTARY PUBLIC in and for the State of Washington,
residing at: Bellingham
My commission expires 05.25.2023

EXHIBIT A - SCOPE OF WORK

Lake Whatcom Homeowner Incentive Program Assistance

Project Background and Description

The Lake Whatcom Homeowner Incentive Program (HIP) is a City of Bellingham (City) and Whatcom County (County) non-regulatory program that provides technical assistance and cost share incentives for homeowners who voluntarily elect to install stormwater best management practices (BMPs) that reduce phosphorus runoff into Lake Whatcom. HIP was originally developed under a Washington State Department of Ecology grant from 2011 to 2015. Findings from an evaluation of the pilot program were used to develop a revised HIP, which began in 2017.

From 2017 to 2020, this revised HIP has been a jointly implemented, two-tier program for city and county homeowners in basins one and two of the Lake Whatcom watershed. The target program tier offers a higher level of assistance and financial incentives to owners of shoreline parcels, parcels draining directly to streams, and parcels with large lawns. The DIY native landscaping program tier offers technical assistance and reimbursement for materials to install native landscaping on all other parcels in the program area.

Starting in 2021, additional HIP changes will be phased in. The City and County will continue to offer coordinated programs but no longer offer a single, unified HIP for both city and county homeowners. Instead, each jurisdiction will modify the program to adapt to their different circumstances.

The WCD has provided HIP implementation assistance since October 2016 through interlocal agreements with the County. The County requests continued assistance from the WCD to implement HIP in 2021 as described in this scope of work including: program administration assistance, working with county homeowners who initiated HIP projects prior to 2021 in the HIP target and DIY native landscaping programs, and assistance with a new small HIP projects program available to all Lake Whatcom watershed landowners outside of city limits whose properties are not built to current stormwater code standards.

Task 1. Program Administration

The WCD will provide program administration and coordinate with County staff. Program administration tasks will include:

- Invoicing
- Attending regular coordination meetings, providing communication of program activities, and contacting County staff with questions and/or problems in a timely manner
- Managing databases to support HIP in order to ensure accurate tracking of customers, projects, and data for analysis and reporting
- Providing input to County staff on program improvement and adaptive management
- Developing a process and administering annual self-inspection and maintenance reports for completed HIP county projects
- Assisting with program outreach, supporting HIP ambassadors, and updating HIP website
- Revising existing HIP materials to work with 2021 program changes

- Providing communication with local businesses interested in supporting HIP project installation and help developing a new HIP professionals list
- Providing HIP Project Coordinator training including attending trainings or participating in activities that support the WCD's ability to perform tasks outlined in the scope of work.
- Other administrative support as needed

Deliverables and Timelines:

- Submit invoices with a progress report summarizing work performed during the invoice period every month
- Attend coordination meetings with County staff monthly or as needed
- Participate in program evaluation annually or as needed
- Maintain a HIP project database with monthly and annual reporting capability
- Maintain self-inspection and maintenance report records and provide a copy to the County year by June
- Review outreach plan and outreach materials developed and provide feedback as requested
- Recruit and support HIP ambassadors as needed
- Revise existing HIP materials as requested

Task 2. HIP 2.0 Target Project Closeout Homeowner Assistance

The WCD will provide assistance to all county target program homeowners who had an initial site visit before October 1, 2020 and help them complete projects in 2021 following existing HIP 2.0 target program requirements. All work assisting HIP 2.0 target program participants in 2021 will be completed pursuant to this 2021 AGREEMENT instead of the 2019 agreement (Whatcom County Contract No. 201903001-2). If there is any discrepancy or inconsistency between this provision (Task 2) of the AGREEMENT and any provision of Whatcom County Contract No. 201909004, the provisions of this AGREEMENT shall control and prevail.

Homeowner assistance responsibilities include:

- Communicating program changes and deadlines to homeowners
- Conducting site visits
- Facilitating the Homeowner Acknowledgement process
- Providing assistance to design and install approved HIP BMPs including:
 - Identifying site constraints, including soil investigations, and completing feasibility studies
 - Completing critical areas checklists; identifying and mapping critical areas as needed
 - Providing HIP certified professionals list to homeowners
 - Responding to questions from designers and contractors

- Providing HIP application assistance; reviewing applications to ensure proposal meets HIP standards; providing instructions on how to submit application to Whatcom County Planning and Development Services
- Overseeing BMP installation; responding to questions about installation
- Providing project closeout assistance including:
 - Conducting final project inspections for project close out
 - Completing easement and maintenance agreement
 - Facilitating reimbursement request process

Deliverables and Timelines:

- Work with homeowners and their agents to submit HIP project application forms to County staff for review and approval no later than July 1, 2021
- Conduct final project inspections for project close out; complete inspection forms
- Develop and submit HIP project reimbursement requests to County staff no later than November 1, 2021. Reimbursement requests to include: final “as built” map and complete easement and maintenance agreement with homeowner signature, final inspection report, reimbursement forms, and copies of paid invoices.
- Maintain project records and finalize by December 31, 2021

Task 3. Small HIP Projects Homeowner Assistance

Whatcom County is offering a single, revised version of HIP for owners of developed properties in the county portion of the Lake Whatcom watershed that do not meet current stormwater management code standards starting in 2021. The focus for these small HIP projects will be on the native landscaping BMP; however, WCD staff can suggest other HIP BMPs for the homeowner to consider if they are feasible for the site and the homeowner is interested in additional options. The WCD will provide a HIP Project Coordinator who will serve as the primary point of contact for homeowners voluntarily participating in HIP.

Homeowner assistance responsibilities include:

- Responding to homeowner inquiries
- Enrolling new participants in HIP
- Facilitating signing of homeowner acknowledgement forms
- Conducting site visits
- Providing project design assistance as needed
- Providing application assistance including developing proposed improvements maps and completing HIP application forms as needed
- Providing installation assistance as needed
- Providing project closeout assistance including:
 - Conducting final project inspections for project close out

- Completing maintenance agreement
- Facilitating reimbursement request process
- Other HIP project facilitation activities as needed

Deliverables and Timelines:

- Provide HIP project application forms to homeowner for submittal to County
- Complete final project inspection forms
- Complete maintenance agreements for homeowner and County signature
- Facilitate the reimbursement request submittal process
- Maintain project records

Task 4. Shoreline Program Homeowner Assistance

Whatcom County is offering owners of county shoreline properties draining to the lake without interception by a public stormwater system the option to complete a HIP project under the current HIP 2.0 target program rules. The WCD will provide a HIP Project Coordinator who will serve as the primary point of contact for homeowners voluntarily participating in HIP.

Homeowner assistance responsibilities include:

- Responding to homeowner inquiries; answering questions via email, phone, and in person
- Clearly explaining program purpose, opportunities, and limitations; eligible and ineligible improvements; facilitating the Homeowner Acknowledgement process
- Conducting site visits
- Providing assistance to design and install approved HIP BMPs including:
 - Identifying site constraints, including soil investigations, and completing feasibility studies
 - Completing critical areas checklists; identifying and mapping critical areas as needed
 - Developing HIP project designs and completing HIP application forms; providing instructions on how to submit application to Whatcom County Planning and Development Services
- Overseeing BMP installation; responding to questions about installation
- Providing project closeout assistance including:
 - Conducting final project inspections for project close out
 - Completing easement and maintenance agreement
 - Facilitating reimbursement request process

Deliverables and Timelines:

- Complete HIP project feasibility study and provide to homeowners
- Submit HIP project application forms to County staff for review and approval
- Conduct final project inspections for project close out; complete inspection forms
- Maintain project records

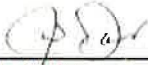

EXHIBIT B - BUDGET
Lake Whatcom Homeowner Incentive Program Assistance

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 Whatcom Conservation District 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 **\$92,095**. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. For mileage reimbursement submit: copies of mileage records, including the name of staff member, date of travel, starting point and destination of travel, number of miles traveled, and a brief description of the purpose of travel. Lodging and per diem for training shall not exceed the GSA rate for the location where training is provided. Other expenditures such as supplies, postage, and rentals shall be reimbursed at actual cost. Expense reimbursement requests must be accompanied by copies of paid invoices. Contractor certifies that all personnel charging to this contract are program personnel and are not also included in the Contractor's overhead rate. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor's expense.

Title	Maximum 2021 composite Rate*	
Administration	\$45.75	
HIP Coordinator	\$48.50	
Resource Specialist	\$45.50	
GIS Technician	\$53.80	
Outreach Coordinator	\$56.49	
Wetlands Specialist	\$56.86	
Subtotal salaries/benefits		68,920
Overhead (30% of salaries/benefits)		20,676
Total Personnel		89,595
Supplies/Postage/Rentals	Actual costs	1,000
Training	Actual costs	500
Mileage	Actual costs	1,000
Other (contract specific)		
Totals		92,095

*WCD staff listed may work on any task, not to exceed \$89,595 for salaries/benefits and overhead.

EXHIBIT C - INSURANCE
Lake Whatcom Homeowner Incentive Program Assistance

Enduris EVIDENCE OF COVERAGE		
INSURED/PARTICIPANT: Whatcom Conservation District 6975 Hannegan Rd Lynden, WA 98264 CERTIFICATE HOLDER: Whatcom County 311 Grand Avenue Bellingham, WA 98225	MEMORANDUM#: 2021-00-271 EFFECTIVE: September 1, 2020 through August 31, 2021 <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
<i>Professional Liability</i>	<i>\$1,000,000</i>	<i>\$1,000,000</i>
<i>Personal Liability</i>	<i>\$1,000,000</i>	<i>\$1,000,000</i>
<i>Products – Complete Operation</i>	<i>\$1,000,000</i>	<i>\$1,000,000</i>
AUTO LIABILITY	\$1,000,000	\$1,000,000
<i>Combined Single Limit; Hired and Non-Owned; Temporary Substitute</i>	<i>\$1,000,000</i>	<i>\$1,000,000</i>
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY	N/A	N/A
<i>Per Occurrence Aggregate</i>	<i>N/A</i>	<i>N/A</i>
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY	N/A	N/A
<i>Property</i>	<i>N/A</i>	<i>N/A</i>
<i>Mobile Equipment</i>	<i>N/A</i>	<i>N/A</i>
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: 2021 Interlocal Agreement, Lake Whatcom Homeowner Incentive Program Assistance </div>		
 _____ Authorized Representative November 10, 2020		
		
1610 S Technology Blvd, Suite 100 - Spokane Washington – 99224 Tel. (509) 838-0910 - Toll Free (800) 462-8418 - Fax (509) 747-3875		

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
Director**



STORMWATER

322 N. Commercial, Suite 224
Bellingham, WA 98225

Main: (360) 778-6210

FAX: (360) 778-6201

www.whatcomcounty.us

RECEIVED

DEC 8 - 2020

MEMORANDUM

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

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

THROUGH: Jon Hutchings, Public Works Director *JH*

FROM: Kraig Olason, Stormwater Program Manager *KO*
Ingrid Enschede, Program Specialist *IE*

DATE: November 17, 2020

RE: 2021 Interlocal Agreement between Whatcom County and the Whatcom
Conservation District for Lake Whatcom Homeowner Incentive Program
Assistance

Requested Action

Please find attached for your review and signature two (2) original copies of the 2021 Interlocal Agreement between Whatcom County (County) and the Whatcom Conservation District (WCD) for Lake Whatcom Homeowner Incentive Program Assistance.

Background and Purpose

HIP is a non-regulatory program that provides technical assistance and financial incentives to homeowners who voluntarily install stormwater best management practices (BMP) that reduce phosphorus runoff into Lake Whatcom. HIP helps meet Lake Whatcom Total Maximum Daily Load (TMDL) requirements. The County and City of Bellingham (City) have been jointly implementing a single, unified version of the HIP since late 2016 with assistance from the WCD.

Starting in 2021, the County and City are transitioning to coordinated but separate and self-funded HIPs for each jurisdiction. This agreement provides continued assistance from the WCD to the County to implement HIP in the County, assist homeowners in stalling HIP projects in the County, and help County homeowners complete HIP 2.0 target program projects initiated before October 1, 2020.

Funding Amount and Source

The total cost of this agreement is \$92,095 and is included in the 2021 Stormwater Budget (cost center 123211). Work performed under task 2 to complete HIP 2.0 target program projects will be eligible for reimbursement by City with Amendment No. 1 of the 2019-2020 agreement between Whatcom County and the City of Bellingham for the Lake Whatcom Homeowner Incentive Program (Whatcom County Contract No. 201909004).

Please contact Ingrid Enschede at extension 6229, if you have any questions or concerns regarding the terms of this agreement.

Encl.