

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201910017

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	Natural Resources (907010)
Contract or Grant Administrator:	Gary Stoyka
Contractor's / Agency Name:	Whatcom Conservation District
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input checked="" type="radio"/> If No, include WCC: 3-08-100 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? Contract Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: 169121	
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 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): \$ 14,250 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: Interlocal agreement to develop a water use efficiency program for the domestic/municipal water users.	
Term of Contract: 7 mos.	Expiration Date: 3/31/20

Contract Routing:	1. Prepared by: Gary S. Stoyka	Date: 8/29/19
	2. Attorney signoff: Christopher Quinn	Date: 09/03/19
	3. AS Finance reviewed: bbennett	Date: 8/30/19
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed: _____ ✓	Date: 9-26-19
	6. Submitted to Exec.: _____ ✓	Date: 10-14-19
	7. Council approved (if necessary): _____ ✓	Date: 10-22-19
	8. Executive signed: _____ ✓	Date: 10-23-19
	9. Original to Council: _____ ✓	Date: 10-25-19

**2019 INTERLOCAL AGREEMENT
WHATCOM COUNTY & WHATCOM CONSERVATION DISTRICT
DOMESTIC-MUNICIPAL WATER USE EFFICIENCY**

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, the WCD and COUNTY agree as follows:

- I. *Purpose:* The purpose of this AGREEMENT is to set the terms whereby the COUNTY will make available funds to the WCD to implement tasks to develop a domestic-municipal water use efficiency program as described in Exhibit A attached hereto.
- II. *Administration:* No new or separate legal or administrative entity is created to administer the provisions of this AGREEMENT.

- III. *Whatcom Conservation District Responsibilities:* The WCD hereby agrees to conduct the work described in Exhibit A attached hereto.
- IV. *Whatcom County Responsibilities:* The COUNTY hereby agrees to reimburse the WCD, not to exceed the total budget amount allocated to the WCD as shown in Exhibit B attached hereto, for the costs in providing and performing the services stated.
- V. *Payment:* The WCD shall submit itemized invoices in a format approved by the COUNTY in accordance with the requirements of Exhibit B. The COUNTY will compensate the WCD for services rendered within thirty (30) days following receipt of an approved invoice, provided all other terms and conditions of the contract have been met and are certified as such by the Contract Administrator.
- VI. *Term:* This AGREEMENT shall be effective for services performed from the date of signature through March 31, 2020.
- VII. *Responsible Persons:* The persons responsible for administration of this AGREEMENT shall be the Whatcom County Public Works (WCPW) Department Director and the WCD Executive Director or their respective designees.
- VIII. *Treatment of Assets and Property:* No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this AGREEMENT.
- IX. *Indemnification:* Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the Parties by reason of entering into this AGREEMENT except as expressly provided herein.
- X. *Modifications:* This AGREEMENT may be changed, modified, amended or waived only by written AGREEMENT executed by the Parties hereto. Waiver or breach of any term or condition of this AGREEMENT shall not be considered a waiver of any prior or subsequent breach.
- XI. *Applicable Law:* In the performance of this AGREEMENT, it is mutually understood and agreed upon by the Parties hereto that this AGREEMENT shall be governed by the laws and regulations of the State of Washington and the federal government, both as to interpretation and performance. The venue of any action arising herefrom shall be in the Superior Court of the State of Washington in and for Whatcom County.
- XII. *Severability:* In the event any term or condition of this AGREEMENT or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of this AGREEMENT that can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this AGREEMENT are declared severable.
- XIII. *Entire Agreement:* This Agreement contains all the terms and conditions agreed upon by the Parties. All items incorporated herein by reference are attached. No other

understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

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

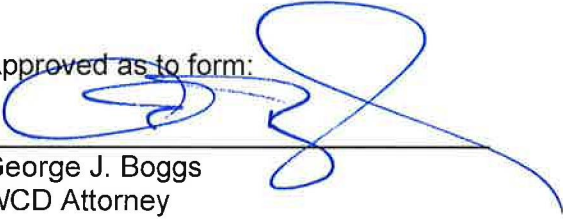
This AGREEMENT shall not relieve the COUNTY or the WCD of any obligation or responsibility imposed by law except that performance pursuant to this AGREEMENT may, where appropriate, be offered in satisfaction of an obligation or responsibility conveyed to the COUNTY or the WCD by law.

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

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

WHATCOM CONSERVATION DISTRICT


By  9/26/19
Heather Christianson, Chair Date

Approved as to form:

George J. Boggs
WCD Attorney

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

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




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

WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

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

Recommended for Approval:

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

Approved as to form:

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

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

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



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

EXHIBIT A - SCOPE OF WORK

Development of Domestic-Municipal Water Use Efficiency Program

Background

Regional water conservation activities in Whatcom County are coordinated by the Whatcom Water Alliance (WWA). The WWA is a partnership of Whatcom County water utilities that collaborate and coordinate on water conservation, supply, and delivery activities. A goal of the WWA is to increase the efficiency and effectiveness of each partner's water conservation programs through coordination and promotion of common content. The WWA identified opportunities for broadening the reach and increasing the effectiveness and efficiency of its conservation activities through development of a shared County-wide conservation program.

Project Description

The Whatcom Conservation District (WCD) will work with the WWA and other partners to develop a plan and implementation strategy for a shared County-wide conservation program coordinated through the WWA. This scope of work will provide for an exploration of conservation program opportunities, coordination with WWA members and other partners to identify shared program goals and beneficial components, identification and establishment of a funding mechanism and framework for long-term program operation, and development of a strategy for program implementation.

Scope of Work

Task 1: Program Administration

The WCD will provide program administration as a project partner. This will include tracking/reporting on progress of project, meeting facilitation, and end of project reporting.

Deliverables:

- Invoices will be submitted by the 15th of every month or quarterly if no work was performed in a given month. A short progress report summarizing work performed during the invoice period will be included.
- A final written report, which will include a summary of scoping activities, WWA water conservation program plan, implementation strategy, and funding proposal.
-

Task 2: Development of a Water Conservation Program Plan and Implementation Strategy

WCD will work with the WWA to develop a water conservation program plan and implementation framework and funding strategy. The goal is to increase consistency and impact of water conservation messaging and activities across jurisdictions that demonstrate a regional focus and coordination. This project will also increase opportunities and benefits for smaller water utilities through collaboration and resource sharing. The program will also identify conservation measures that will be applicable to residences and businesses that get water service from a large or small utility as well as those using individual private water sources.

In preparing the plan and implementation strategy the following will be considered:

- Create a centralized rebate program that is available to all County residents. Rebate program for water efficient residential and commercial appliances and/or fixtures, including a mechanism for tracking rebate program metrics.
- Develop water use efficiency rule reporting templates with common messaging applicable to Whatcom County water purveyors. Support for water use efficiency rule reporting, including guidance and templates tailored to Whatcom County water purveyors.
- Outreach and education activities, including development of a centralized program website, workshops, and education campaigns (e.g., K-12 classroom education program). Topics may include outdoor irrigation efficiency, sustainable landscaping, and increasing awareness of water conservation program incentives and opportunities (e.g., rebate and technical assistance programs).
- Technical assistance program for leak detection, water use efficiency audits.

Deliverables:

- Water conservation program plan that includes goals and measures.
- Catalog of existing water conservation activities and opportunities for inclusion in, and potential expansion under, a water conservation program.
- Selection of water conservation activities for inclusion in a WWA water conservation program.
- Coordination with the Whatcom County Drought Contingency Planning Task Force.
- Summary of estimated program costs.
- Identification of dedicated funding for long-term program operation/
- A funding mechanism for partner utility contributions.
- Identification of grant opportunities to support program development, operation, and/or special projects.

EXHIBIT B - BUDGET

Domestic-Municipal Water Use Efficiency Program Development

As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the actual composite hourly rates of personnel working on this project, estimated hourly rates provided below*. Composite rates are subject to WCD adjustments, annually or as needed. Revised Composite Rate forms will be provided to the County for any rate changes upon adjustment. The total budget is not to exceed **\$14,250**. County will reimburse mileage at current IRS rate. Mileage log to include name of staff member, date of travel, starting point and destination of travel, and number of miles traveled will accompany claims for mileage. Contractor certifies that all personnel charging to this contract are program personnel and are not also included in the Contractor's overhead rate. Any work performed prior to the effective date or continuing after the completion date of the contract, unless otherwise agreed upon in writing, will be at the contractor's expense.

Personnel	Maximum Composite Rate*	Total
Administration	\$ 46.16/hr	
Manager	\$ 74.68/hr	
GIS Technician	\$ 54.10/hr	
Outreach Coordinator	\$ 56.57/hr	
Outreach Technician	\$ 24.27/hr	
Habitat Coordinator	\$ 64.65/hr	
Outreach Assistant	\$ 20.13/hr	
Science Coordinator	\$ 65.31/hr	
Data Coordinator	\$ 48.10/hr	
Subtotal salaries/benefits		11,000
Overhead (25% of salaries/benefits)		2,750
Total Personnel		13,750
Mileage	Actual costs	500
Totals		14,250
*WCD staff listed may work on any task, not to exceed \$13,750 for salaries/benefits and overhead.		

Jon Hutchings
Director



RECEIVED

OCT 14 2019

JACK LOUWS
COUNTY EXECUTIVE

MEMORANDUM

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

THROUGH: Jon Hutchings, Director *JH*

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

DATE: September 26, 2019

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

Requested Action

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

Background and Purpose

The FCZD Board of Supervisors included \$50,000 in the 2019 FCZD budget to evaluate water use efficiency measures that could be employed for municipal/domestic and agricultural water users as a component of watershed management efforts. This Agreement with the WCD consists of developing a water use efficiency program for municipal/domestic water users. WCD will be working closely with the Whatcom Water Alliance, which consists of all publicly-owned water purveyors in the county, to develop programs that can be applied county-wide to all municipal/domestic water users.

Funding Amount and Source

The estimated budget for this contract is \$14,250.00. Funding for this project is included in the 2019 FCZD Budget.

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

Encl.