

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

<b>Originating Department:</b> _____	
<b>Division/Program:</b> <i>(i.e. Dept. Division and Program)</i> _____	
<b>Contract or Grant Administrator:</b> _____	
<b>Contractor's / Agency Name:</b> _____	

Is this a New Contract?      If not, is this an Amendment or Renewal to an Existing Contract?      Yes      No  
Yes      No      If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: \_\_\_\_\_

Does contract require Council Approval?      Yes      No      If No, include WCC: \_\_\_\_\_  
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      No      If yes, grantor agency contract number(s): \_\_\_\_\_ CFDA#: \_\_\_\_\_

Is this contract grant funded?  
Yes      No      If yes, Whatcom County grant contract number(s): \_\_\_\_\_

Is this contract the result of a RFP or Bid process?      Contract      Primary: 169250, WO 17339  
Yes      No      If yes, RFP and Bid number(s): \_\_\_\_\_ Cost Center: \_\_\_\_\_

Is this agreement excluded from E-Verify?      No      Yes      If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:  
 Professional services agreement for certified/licensed professional.      Goods and services provided due to an emergency  
 Contract work is for less than \$100,000.       Contract for Commercial off the shelf items (COTS).  
 Contract work is for less than 120 days.       Work related subcontract less than \$25,000.  
 Interlocal Agreement (between Governments).       Public Works - Local Agency/Federally Funded FHWA.

<b>Contract Amount:(sum of original contract amount and any prior amendments):</b> \$ _____ <b>This Amendment Amount:</b> \$ _____ <b>Total Amended Amount:</b> \$ _____	<b>Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b>, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when:</b></b>
	<ol style="list-style-type: none"> <li>1. Exercising an option contained in a contract previously approved by the council.</li> <li>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.</li> <li>3. Bid or award is for supplies.</li> <li>4. Equipment is included in Exhibit "B" of the Budget Ordinance.</li> <li>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.</li> </ol>
<b>Summary of Scope:</b> _____	

<b>Term of Contract:</b> _____	<b>Expiration Date:</b> _____
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<b>Contract Routing:</b>	1. Prepared by: _____ Date: _____ 2. Attorney signoff: _____ Date: _____ 3. AS Finance reviewed: _____ Date: _____ 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: _____	
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**2022 INTERLOCAL AGREEMENT  
WHATCOM COUNTY & WHATCOM CONSERVATION DISTRICT  
LANDOWNER STEWARDSHIP PROGRAM ASSISTANCE**

This Interlocal AGREEMENT (“AGREEMENT”) is between the Whatcom Conservation District (“WCD”) and Whatcom County (“COUNTY”) as public agencies pursuant to the Interlocal Cooperation Act (RCW 39.34) for implementation of the Landowner Stewardship Program (LSP).

WHEREAS, the Board of Supervisors of the COUNTY flood control zone district (FCZD) voted to create a FCZD sub-zone known as the Birch Bay Watershed and Aquatic Resources Management District (BBWARM) for the express purpose, among others, of assessing property owners in the sub-zone to fund projects that remediate pressing water quality and stormwater management challenges; and,

WHEREAS, the Lake Whatcom Stormwater Utility (LWSU) service area was adopted with ordinance 2017-076 to include the entire unincorporated Lake Whatcom Watershed; and,

WHEREAS, the Whatcom County Council adopted Ordinance 2019-053 on July 23, 2019 authorizing the furnishing of services to those who are receiving or will receive benefits from stormwater control facilities or programs and who are contributing to an increase in surface water runoff in the LWSU service area; and,

WHEREAS, the DISTRICT 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 and WCD initiated the Terrell Creek Landowner Stewardship Program in 2010, which used a collaborative, educational approach to help rural Terrell Creek watershed landowners adopt stewardship practices to protect and improve water quality and habitat; and,

WHEREAS, the WCD has been providing this assistance to BBWARM through Interlocal Agreements with the COUNTY since 2010 and expanded their scope of work to include LWSU outreach in 2021; and,

WHEREAS, the BBWARM and LWSU 2022 outreach work plans call for continuing to provide technical and/or financial assistance to rural property owners and stewardship opportunities that result in the implementation of stormwater best management practices; and,

WHEREAS, the COUNTY requests continued assistance from the WCD in 2022 to support the BBWARM and LWSU education and outreach activities.

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 Landowner Stewardship 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 Landowner Stewardship 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 from January 1, 2022 through January 31, 2023.
- 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



## **EXHIBIT A - SCOPE OF WORK**

### **Landowner Stewardship Program Assistance**

#### **Program Description**

The Whatcom Conservation District (WCD) will provide education, outreach, and technical assistance to Whatcom County for various stormwater-related programs, with particular emphasis on the communities within the Terrell Creek, Birch Bay and Lake Whatcom watersheds.

#### **Task 1. Program Administration**

The WCD will provide program administration and coordinate with county staff. This will include tracking/reporting on education and outreach activities, technical assistance, habitat improvement projects and volunteer programs provided through this contract.

#### **Deliverables**

- Submit invoices by the 15<sup>th</sup> 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, as well as a summary table showing amount expended per invoice, amount remaining and percent complete for each task.
- Take the lead on scheduling and coordinating project update meetings with county staff – at least one meeting monthly or more frequently if determined necessary to complete deliverables.
- Participate in program evaluation annually or as needed
- Review outreach plans and materials and provide feedback as requested
- Deliver an annual oral report to the BBWARM Advisory Committee at January 2023 meeting and other community groups, as requested
- Deliver a final written report, which will include a summary of landowner contacts, outreach efforts, and BMPs installed as a result of these efforts (e.g., referrals to WCD cost share programs) to be shared with the BBWARM Advisory Committee and other community groups

#### **Task 2. General Education and Outreach**

The WCD will provide outreach and engagement opportunities for residents and rural landowners, with particular emphasis on the Birch Bay and Lake Whatcom watersheds. Activities will include the development of informational mailers and newsletter articles, hosting of educational events and workshops, participation in existing outreach events, and continued implementation of a volunteer Watershed Watchers program.

#### **Deliverables:**

- Create and distribute informational/promotional materials through mailers, newsletters, social media, Nextdoor, radio ads, videos and website, with a focus on rural landowner outreach and stewardship volunteer opportunities including but not limited to:
  - Develop and distribute a new resident welcome packet for Birch Bay watershed residents
  - Two to four Livestock technical assistance mailers and/or postcards
  - Provide monthly e-newsletter content to Whatcom County staff (farm services, BMPs, work parties, or Watershed Watcher program)
  - Conduct interviews, take photographs, and write articles for three volunteer or landowner spotlights in focus watersheds
- Develop and host educational workshops, work parties, events and/or tours, such as:
  - Run with the Chums 5k Fun Run/Walk

- Three Watershed Watcher program events to be determined with Whatcom County staff (volunteer trainings, promotional events, work parties, appreciation events)
- Participate in existing events through tabling/outreach booths, representing the BBWARM program as needed, such as:
  - What's the Point Beach Discovery Event, Terrell Creek community work parties, Birch Bay Beach Fest, 4th of July Beach Cleanup

**Assumptions:**

- All materials will include the Whatcom County logo unless otherwise agreed upon by staff.
- Whatcom County staff will review all deliverables before distribution.
- All content developed for the Watershed Watcher volunteer programs will be hosted on Whatcom County websites and social media pages and shared by the WCD.
- All content related to farm services will be hosted on the WCD websites and social media pages and shared by Whatcom County.
- The WCD will provide short event summaries to Whatcom County staff within one week of each event.

**Task 3. Rural Landowner/Small Farm Technical Assistance**

The WCD will assist rural landowners/small farm owners with management options and provide information on current environmental laws that have been put in place to protect water quality and habitat associated with critical areas. Through direct landowner/operator/resident contacts, WCD staff will offer free, site-specific educational and technical assistance in the form of confidential risk assessments, farm plan development, and guidance in the implementation of best management practices (BMPs). BMP incentives, rebates, small grants and other cost-share options will be described and offered as available.

**Deliverables:**

- Maintain database of livestock owners in Birch Bay watershed
- Provide Farm Assessments and Farm Planning Services, such as:
  - Provide information on small reimbursement grant opportunities, referrals to cost share and rebate programs
  - Offer incentives for technical assistance programs such as tarps for covering manure storage or soil tests
  - Provide a monthly summary of program activities/photos to be shared in staff reports and e-news
- Track and report on water quality sampling data, identifying and following up on hotspots, including outreach to landowners

**Task 4. Habitat Improvement Project Assistance**

The WCD will assist with the identification and implementation of habitat improvement projects, including site identification, outreach and landowner recruitment, feasibility analysis, project design, labor, supplies and materials procurement, project management, promotion and documentation.

**Deliverables:**

- Evaluate, propose and implement potential habitat improvement projects (at least one per year), such as:
  - Neighborhood cluster native landscaping
  - Fish passage barrier removals
  - Terrell Creek habitat improvements



**EXHIBIT B - BUDGET**  
**Landowner Stewardship 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. \*Composite rates are based on actual taxes and benefits, which may vary by month. Estimated hourly composite rates are provided below. Revised Composite Rate forms will be provided to the County for any rate changes upon adjustment. **The total budget is not to exceed \$35,000.00.** 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, and number of miles traveled. 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 2022 Wage Rate	Estimated 2022 Composite Rate*	Estimated hours Task 1	Estimated hours Task 2	Estimated hours Task 3	Estimated hours Task 4	Total Estimated Hours	Total Est. Cost/Employee
GIS Tech	\$ 38.56	\$ 55.97						\$ -
Admin	\$ 31.77	\$ 47.36	25				25	\$ 1,183.88
District Manager	\$ 47.46	\$ 69.92						\$ -
Ed Coordinator	\$ 35.24	\$ 58.73	30	115	20	25	190	\$ 11,158.04
Ed Assistant	\$ 21.41	\$ 34.24		149		25	174	\$ 5,954.43
Fire Prevention Spec	\$ 31.77	\$ 47.52						\$ -
HIP Coordinator	\$ 31.58	\$ 50.90				80	80	\$ 4,072.32
Wetland Specialist	\$ 31.77	\$ 58.98						\$ -
CREP Coordinator	\$ 41.00	\$ 66.43						\$ -
CREP Tech	\$ 31.77	\$ 54.25						\$ -
Livestock Coordinato	\$ 33.25	\$ 54.52			40		40	\$ 2,180.64
Planner	\$ 24.74	\$ 45.61			20		20	\$ 912.24
Planner	\$ 29.98	\$ 47.47						\$ -
Assistant	\$ 20.59	\$ 38.87						\$ -
WQ Data Coordinato	\$ 31.77	\$ 53.14						\$ -
Scientist	\$ 33.25	\$ 54.52						\$ -
		<b>Salary/Benefits</b>	<b>\$ 2,945.67</b>	<b>\$11,851.96</b>	<b>\$ 4,267.41</b>	<b>\$ 6,396.50</b>	Subtotal	\$ 25,461.54
							Overhead 30%	\$ 7,638.46
							Total personnel & overhead	\$ 33,100.00
							Outreach Supplies	\$ 1,500.00
							Travel	\$ 400.00
							<b>Contract Total</b>	<b>\$ 35,000.00</b>



**EXHIBIT C - INSURANCE**  
**Landowner Stewardship Program Assistance**

Enduris EVIDENCE OF COVERAGE		
<b>INSURED/PARTICIPANT:</b> Whatcom Conservation District 6975 Hannegan Rd Lynden, WA 98264  <b>CERTIFICATE HOLDER:</b> Whatcom County 322 N. Commercial St. #120 Bellingham, WA 98225	<b>MEMORANDUM#: 2022-00-271</b>  <b>EFFECTIVE: September 1, 2021 through August 31, 2022</b> <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>		
<b>COVERAGE:</b>	<b>PER OCCURRENCE LIMIT</b>	<b>AGGREGATE LIMIT</b>
<b>COMPREHENSIVE GENERAL LIABILITY</b>	<b>\$1,000,000</b>	<b>\$1,000,000</b>
<i>Professional Liability</i>	\$1,000,000	\$1,000,000
<i>Personal Liability</i>	\$1,000,000	\$1,000,000
<i>Products – Complete Operation</i>	\$1,000,000	\$1,000,000
<b>AUTO LIABILITY</b>	<b>N/A</b>	<b>N/A</b>
<i>Combined Single Limit; Hired and Non-Owned; Temporary Substitute</i>	N/A	N/A
<b>CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY</b>	<b>N/A</b>	<b>N/A</b>
<i>Per Occurrence Aggregate</i>	N/A	N/A
<b>PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY</b>		
<i>Property</i>	N/A	N/A
<i>Mobile Equipment</i>		
<b>AUTOMOBILE PHYSICAL DAMAGE</b>	<b>N/A</b>	<b>N/A</b>
<b>OTHER COVERAGE: N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>CANCELLATION:</b> 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.		
<b>MEMO:</b> <div style="border: 1px solid black; padding: 5px; min-height: 60px;">           Evidence of Member Coverage to Contracted Party            Reference: 2022 Interlocal Agreement         </div>		
 _____ Authorized Representative November 1, 2021		
		
1610 S Technology Blvd, Suite 100 - Spokane Washington – 99224 Tel. (509) 838-0910 - Toll Free (800) 462-8418 - Fax (509) 747-3875		