

**2022 INTERLOCAL AGREEMENT BETWEEN
WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT AND
WHATCOM CONSERVATION DISTRICT FOR
DOMESTIC-MUNICIPAL WATER USE EFFICIENCY PROJECT**

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

WHEREAS, Whatcom 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 in 2019, 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 within the statutory time limit, the measures identified in the proposed plan to offset the impacts of permit-exempt wells, including water use efficiency, had broad support; and,

WHEREAS, the FCZD and WCD executed Interlocal AGREEMENTS 201910017 in 2019 and 202101029 in 2021, as public agencies pursuant to the Interlocal Cooperation Act (RCW 39.34), to develop a domestic-municipal water use efficiency program; and,

WHEREAS, the WCD, working through the Whatcom Water Alliance, which includes representatives from all the publicly-owned water systems in Whatcom County, developed a domestic-municipal water use efficiency program plan in 2020 and began implementing the program in 2021; and,

WHEREAS, the FCZD requests assistance from the WCD for continued implementation of the domestic-municipal water use efficiency program in 2022; 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 FCZD 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 FCZD.

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

- I. *Purpose:* The purpose of this AGREEMENT is to set the terms whereby the FCZD will make available funds to the WCD to implement the Enhanced Whatcom Water Alliance 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. *FCZD Responsibilities:* The FCZD 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 FCZD in accordance with the requirements of Exhibit B. The FCZD 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 January 1, 2022 through December 31, 2022.
- 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, FCZD shall file a copy of it with the office of the 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 FCZD 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 FCZD 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 FCZD 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 FCZD of any payment to the WCD constitute or be construed as a waiver by the FCZD 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 FCZD while any such breach or default shall exist shall in no way impair or prejudice any of the FCZD'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 FCZD in respect to breach or default of this AGREEMENT.

This AGREEMENT shall not relieve the FCZD 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 FCZD 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, FCZD shall be named as an additional insured. WCD's insurance

shall be primary and non-contributory, and shall waive all rights of subrogation against FCZD and its coverage. FCZD'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.

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 FCZD 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 _____ day of _____, 2021.

WHATCOM CONSERVATION DISTRICT

Heather Christianson, Chair

Whatcom Conservation District
6975 Hannegan Road
Lynden, WA 98264

WHATCOM COUNTY:

Recommended for Approval:

Jon Hutchings, Director

Date

Approved as to form:

Christopher Quinn, Senior Civil Deputy Prosecuting Attorney

Date

Approved:

Accepted for Whatcom County:

By: _____

Satpal Singh Sidhu, Whatcom County Executive

EXHIBIT A - SCOPE OF WORK
Domestic-Municipal Water Use Efficiency Project Coordination
Implementation of the Enhanced Whatcom Water Alliance Program

Background

The Enhanced Whatcom Water Alliance (EWWA) Program is a domestic-municipal water use efficiency program developed to increase the consistency and impact of water conservation messaging and activities across jurisdictions. This program increases opportunities and benefits for smaller water utilities through collaboration and resource sharing. It also identifies conservation measures applicable to residences and businesses that get water service from a large or small utility as well as those using individual private water sources.

This program builds on the existing Whatcom Water Alliance (WWA), a regional water conservation group comprised of municipalities and public water utilities in Whatcom County that has been collaborating successfully since 2008. An EWWA Program Plan and Implementation Strategy for Domestic Water Use Efficiency in Whatcom County was developed in 2020. This plan outlines a three-year implementation timeline. In 2021, year one, the EWWA program was launched and work completed built the foundation for the remaining two years. Development and launch of the website, data portal and comprehensive outreach strategy were the primary plan components completed in 2021. Also during this time, WWA member facilitation and recruitment of additional members provided the feedback and structure to create the most user-friendly and effective program.

In 2022, audience research will hone the programming and outreach evaluation will guide future programming. A self-audit and rebate program will be developed and rolled out with the best marketing tools and cost effective technology available. Additionally, in collaboration with the Whatcom Coalition of Environmental Educators, a comprehensive youth education program will be developed.

Program Elements

The WCD will work with the WWA to implement the following program elements:

- Maintenance of a website that will be a portal for water conservation information as well as for WWA members to access water use efficiency tools and resources
- Improvement of coordinated outreach that will include hands-on workshops and media campaigns
- Development and coordination of a rebate program to incentivize residents to adopt water conservation behaviors and practices
- Facilitation of the WWA network to improve communication and coordination among Whatcom County water utilities and to recruit additional members

Task 1: Program Administration

The WCD will provide program administration as project lead. This will include tracking/reporting on progress of project, and end of project reporting. Tasks will include:

- Invoicing and reporting
- Internal meetings and coordination related to staffing, contracting, etc.
- Other program implementation and administrative support as needed

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 as requested
- A final written project report detailing the program outcomes

Task 2: Whatcom Water Alliance Member Support

WCD will work to improve coordination, collaboration and communication among WWA members and public water utilities in Whatcom County to achieve greater efficiency and effectiveness in delivering retail water services. Tasks will include:

- Membership support and meeting facilitation
- Quarterly member communications with outreach toolkit
- WUE reporting reminders and support
- Update and management of Data Portal
- Collection and reporting of WUE data from members

Deliverables:

- Quarterly facilitated meetings that ensure an engaged membership and recruitment of new members.
- Quarterly member communications toolkits to enhance reach of coordinated outreach strategy.
- WUE data collection and reporting for collective impact of WWA membership

Task 3: Outreach & Incentive Program

Historically in Whatcom County each water purveyor, municipality or district has created their own unique water used efficiency outreach strategy. With this Enhanced WWA program, these efforts, funding and time, can be leveraged for the county as a whole. Through this effort a comprehensive and robust program will reinforce messaging and reach a broader and more diverse audience using a multi-media outreach strategy and coordinated website.

The WWA household water use rebate program will be available to Whatcom County residential water-use customers, managed through Whatcom Conservation District and available through the Whatcom Water Alliance website on the Rebate Program page. Rebates will be available for high-efficiency toilets, high-efficiency clothes washers, and weather-based irrigation controllers. Rebates to individuals are not funded out of this agreement. This agreement funds the rebate program administration, marketing and outreach.

Additionally, in collaboration with the Whatcom Coalition of Environmental Educators, a comprehensive youth education program will be developed. Work completed under this task will include:

- Content development and management of website
- Development of WUE multi-media outreach campaign based on adaptations 2021 strategy
- Administration and outreach for county-wide rebate program

Deliverables:

- Management and improvement of a coordinated Whatcom Water Alliance website
- Multi-media campaign focused on seasonal water conservation messaging
- Rebate program outreach materials and metrics
- Develop youth education program plan for 2023

EXHIBIT B - BUDGET

Domestic-Municipal Water Use Efficiency Project



Implementation of the Enhanced Whatcom Water Alliance Program

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 **\$39,942**. 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 Task 1 Hours	Estimated Task 2 Hours	Estimated Task 3 Hours	Estimated Hours/Month	Total Est. Cost/Employee
GIS Tech	\$ 38.56	\$ 55.97		11		1	\$ 616
Admin	\$ 31.77	\$ 47.36	25		25	4	\$ 2,368
District Manager	\$ 47.46	\$ 69.92	12			1	839
Ed Coordinator	\$ 35.24	\$ 58.73	50	40	40	11	\$ 7,634
Ed Assistant	\$ 21.41	\$ 34.24		50	200	21	\$ 8,560
Fire Prevention Specialist	\$ 31.77	\$ 47.52		70	110	15	\$ 8,554
HIP Coordinator	\$ 31.58	\$ 50.90					
Wetland Specialist	\$ 31.77	\$ 58.98					
CREP Coordinator	\$ 41.00	\$ 66.43					
CREP Tech	\$ 31.77	\$ 54.25					
Livestock Coordinator	\$ 33.25	\$ 54.52					
Planner	\$ 24.74	\$ 45.61					
Planner	\$ 29.98	\$ 47.47					
Assistant	\$ 20.59	\$ 38.87					
WQ Data Coordinator	\$ 31.77	\$ 53.14					
Scientist	\$ 33.25	\$ 46.14					
		Totals	\$ 4,959.23	\$ 8,003.31	\$ 15,608.57	<i>sub-total</i>	\$ 28,571
						Overhead 30%	\$ 8,571
						Total Personal & Overhead	\$ 37,142
						Supplies/postage	\$ 2,500
						Mileage	\$ 300
						Total	\$ 39,942

EXHIBIT C - INSURANCE
Domestic-Municipal Water Use Efficiency Project
Implementation of the Enhanced Whatcom Water Alliance Program

Enduris EVIDENCE OF COVERAGE		
INSURED/PARTICIPANT: Whatcom Conservation District 6975 Hannegan Rd Lynden, WA 98264 CERTIFICATE HOLDER: Whatcom County 322 N. Commercial St. #120 Bellingham, WA 98225	MEMORANDUM#: 2022-00-271 EFFECTIVE: September 1, 2021 through August 31, 2022 <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	N/A	N/A
<i>Combined Single Limit; Hired and Non-Owned; Temporary Substitute</i>	<i>N/A</i>	<i>N/A</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:		
Evidence of Member Coverage to Contracted Party Reference: 2022 Interlocal Agreement		
<div style="text-align: center;">  _____ Authorized Representative November 1, 2021 </div>		
		
<small>1610 S Technology Blvd, Suite 100 - Spokane Washington – 99224 Tel. (509) 838-0910 - Toll Free (800) 462-8418 - Fax (509) 747-3875</small>		