

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202101029

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Natural Resources 907010
Contract or Grant Administrator:	Chris Elder
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>169121</u>	
Is this agreement excluded from E-Verify? No <input checked="" type="radio"/> Yes <input 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 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): \$ <u>50,000</u>	Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when :
This Amendment Amount: \$ _____	1. Exercising an option contained in a contract previously approved by the council. 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.
Total Amended Amount: \$ _____	
Summary of Scope:	
The Enhanced Whatcom Water Alliance Program will increase consistency and impact of water conservation messaging and activities across jurisdictions. This program will increase opportunities and benefits for smaller water utilities through collaboration and resource sharing. It 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 private water sources.	
Term of Contract: Jan 27, 2021	Expiration Date: Dec 31, 2021

Contract Routing:	1. Prepared by: <u>Chris Elder</u>	Date: <u>1/8/2021</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>1/11/2021</u>
	3. AS Finance reviewed: <u>M. Caldwell</u>	Date: <u>1/11/2021</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ ✓	Date: <u>1-13-2021</u>
	6. Submitted to Exec.: _____ ✓	Date: <u>1-22-2021</u>
	7. Council approved (if necessary): _____ ✓	Date: <u>1-26-2021</u>
	8. Executive signed: _____ ✓	Date: <u>1-27-2021</u>
	9. Original to Council: _____ ✓	Date: <u>2-3-2021</u>

**2021 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, did have broad support, and;

WHEREAS, the FCZD Board of Supervisors included \$50,000 in the 2021 FCZD budget to develop water use efficiency programs for the agricultural and domestic/municipal sectors, and;

WHEREAS, the FCZD and WCD executed Interlocal AGREEMENT 201910017 in 2019 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 in 2020, 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 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, 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 27th day of January, 2021.

WHATCOM CONSERVATION DISTRICT

By Heather Christianson 1/13/2021
Heather Christianson, Chair Date

Approved as to form:

George J Boggs, JD
Digitally signed by George J Boggs, JD
DN: cn=George J Boggs, JD, o=Whatcom Conservation
District, ou, email=gboggs@whatcomcd.org, c=US
Date: 2021.01.11 16:43:10 -0800

George J. Boggs
WCD Attorney

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

On this 13 day of January, 2021, 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 6/29/21



WHATCOM COUNTY FLOOD CONTROL ZONE DISTRICT

By: Satpal Sidhu 1-27-2021
Satpal Singh Sidhu
Whatcom County Executive
For the Flood Control Zone District Date

Recommended for Approval:

[Signature]
Jon Hutchings
Public Works Director

1/13/21
Date

Approved as to form:

CO/emailed/BB 1/13/2021
Christopher Quinn Date
Senior Deputy Prosecuting Attorney

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

On this 27th day of Jan, 2021, 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
Domestic-Municipal Water Use Efficiency Project Coordination

Implementation of the Enhanced Whatcom Water Alliance Program

Background

The Enhanced Whatcom Water Alliance Program was developed to increase consistency and impact of water conservation messaging and activities across jurisdictions that demonstrate a regional focus and coordination. This program will increase opportunities and benefits for smaller water utilities through collaboration and resource sharing. It 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.

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.

The first year of the EWWA program will serve to build the foundation for the remaining years of the program. Development and launch of the website, data portal and comprehensive outreach strategy will be the primary components of this year. Audience research will hone the programming, and outreach evaluation will guide future years of programming. Also during this time, WWA member facilitation and recruitment of additional members will provide the feedback and structure to create the most user-friendly and effective program. The technical assistance and rebate program will be in development to ensure a 2022 roll out with the best marketing tools and cost effective technology available.

Program Elements

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

- Development and 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
- Development of coordinated outreach that will include hands-on workshops and media campaigns
- Research and development of a technical assistance and 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.

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.

Deliverables:

- Quarterly facilitated meetings that will include guest speakers to ensure an engaged membership and recruitment of new members.
- A data portal that will include a water use efficiency media kit and water use efficiency rule reporting templates

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. This comprehensive and robust program will reinforce messaging and reach a broader and more diverse audience.

Deliverables:

- Development and launch of a coordinated Water Use Efficiency website
- Multi-media campaigns focused on seasonal water conservation messaging
- Workshops on indoor/outdoor water saving techniques
- Development of a technical assistance and rebate program that includes water efficient residential and commercial appliances and/or fixtures, a mechanism for tracking rebate program metrics, and assistance with leak detection, rainwater catchment, and water use efficiency audits

EXHIBIT B - BUDGET
Domestic-Municipal Water Use Efficiency Project
Implementation of the Enhanced Whatcom Water Alliance Program

Task items are budgeted as described below:

Task 1: Program Administration	\$8,100
Task 2: Whatcom Water Alliance Member Support	\$16,100
Task 3: Outreach & Incentive Program	\$25,800

As consideration for services provided in Exhibit A, Scope of Work, the FCZD 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 FCZD for any rate changes upon adjustment. The total budget is not to exceed **\$50,000**. FCZD 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.

Title	Maximum 2021 composite Rate*	Totals
GIS Tech	\$ 54.24	
Admin	\$ 45.10	
Executive Director	\$ 97.05	
Ed Specialist	\$ 56.93	
Ed Assistant	\$ 33.61	
Resource Tech	\$ 46.26	
HIP Coordinator	\$ 48.48	
Wetland Specialist	\$ 56.17	
CREP Coordinator	\$ 63.27	\$ 35,923
CREP Tech	\$ 51.67	
Livestock Coordinator	\$ 51.92	
Planner	\$ 43.44	
Planner	\$ 45.21	
Assistant	\$ 37.02	
WQ Data Coordinator	\$ 50.61	
Science Coordinator	\$ 64.66	
Scientist	\$ 43.94	
Overhead (30% of salaries/benefits)		\$ 10,777
Total Personnel		\$ 46,700
Supplies/postage/rental	Actual costs	\$ 3,000.00
Mileage	Actual costs	\$ 300.00
Totals		\$ 50,000

*WCD staff listed may work on any task, not to exceed \$46,700 for salaries/benefits and overhead.

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

JON HUTCHINGS
Director



NATURAL RESOURCES

322 N. Commercial Street, Suite 110
Bellingham, WA 98225
Telephone: (360) 778-6230
FAX: (360) 778-6231
www.whatcomcounty.us


RECEIVED



JAN 22 2021

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

MEMORANDUM

TO: The Honorable Members of the Whatcom County
Flood Control Zone District Board of Supervisors
The Honorable County Executive Satpal Singh Sidhu

THROUGH: Jon Hutchings, Public Works Director 

FROM: Gary S. Stoyka, Natural Resources Manager 
Chris Elder, Senior Watershed Management Planner 

RE: Enhanced Whatcom Water Alliance Program Interlocal Agreement with
Whatcom Conservation District

DATE: January 6, 2021

Enclosed are two (2) originals of Enhanced Whatcom Water Alliance Program Interlocal Agreement between Whatcom County Flood Control Zone and Whatcom Conservation District for your review and signature.

Requested Action

Public Works respectfully requests that the County Executive, and the County Council, acting as the Flood Control Zone District (FCZD) Board of Supervisors, enter into an interlocal agreement for the sum of \$50,000 with the Whatcom Conservation District, for the purpose of implementing the Enhanced Whatcom Water Alliance Program.

Background and Purpose

The Whatcom Water Alliance (WWA) is a partnership of Whatcom County water utilities that collaborate and coordinate on water conservation, supply, and delivery activities. Over the past year the WWA, with the staff support of the Whatcom Conservation District, financial support from Whatcom County, and engagement from stakeholders across the county, developed an Enhanced Whatcom Water Alliance Program to support increased consistency and impact of water conservation messaging and activities across jurisdictions. This agreement will provide for implementation of the Enhanced Whatcom Water Alliance water conservation program in 2021 and will complement ongoing watershed management efforts in Whatcom County and Water Resource Inventory Area 1 (WRIA 1). The Whatcom Conservation District continues to provide exemplary support and is motivated to support implementation of this program.

Funding Amount and Source

This interlocal agreement is in the amount \$50,000. The Flood Control Zone District fund (Cost Center 169121) has adequate funds in the 2021 budget for this contract.

Please contact Chris Elder at extension 6225, if you have any questions or concerns regarding the terms of this agreement.

Encl.
Interlocal Agreement