

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
201909004-1

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:	City of Bellingham
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input checked="" type="radio"/> No <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201909004	
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? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: 123211	
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): \$ 350,000 (original agreement funding)	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.
This Amendment Amount: \$ 200,000 (amended amount of funding for 2021)	
Total Amended Amount: \$ 200,000	
Summary of Scope:	This agreement defines City of Bellingham (City) and Whatcom County (County) obligations for the administration of the Lake Whatcom Homeowner Incentive Program (HIP). Amend. No. 1 extends the agreement through 2021 with redefined County and City funding responsibilities. This amendment allows the County to seek City reimbursement for specific tasks completed by the Whatcom Conservation District (WCD) under WC Contract No. 201903001-1 and a new HIP agreement between the County and WCD in 2021.
Term of Contract: 28 months (September 2019 - December 2021)	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>11/12/2020</u>
	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: _____

**AMENDMENT No. 1
TO
2019-2020 INTERLOCAL AGREEMENT
CITY OF BELLINGHAM – WHATCOM COUNTY
LAKE WHATCOM HOMEOWNER INCENTIVE PROGRAM**

WHEREAS, an interlocal agreement (“Agreement”) was entered into between the City of Bellingham (“City”) and Whatcom County (“County”) on September 11, 2019 (City Contract No. 2019-0540 and County Contract No. 201909004) for the purpose of working cooperatively to administer the Lake Whatcom Homeowner Incentive Program (HIP) within Basins 1 and 2 of the Lake Whatcom watershed; and,

WHEREAS, the City agreed to reimburse the County for County-incurred expenses related to management and administration of the HIP according to the terms described in the Agreement; and,

WHEREAS, the County is transitioning to a revised, self-funded version of the HIP starting in 2021; and,

WHEREAS, the County desires an extension of the Agreement for the purpose of completing HIP management and administration tasks from 2020 and providing assistance to county homeowners currently engaged in the HIP to install water quality best management practices (BMPs) on Tier 1 High Priority properties as described in Exhibit “B” through December 31, 2020; and,

WHEREAS, the City desires an extension of the Agreement for the purpose of completing HIP management and administration tasks from 2020 and to provide technical assistance and homeowner reimbursements to city homeowners currently engaged in the HIP to install water quality BMPs on both Tier 1 High Priority properties and Tier 2 Low Priority properties as described in Exhibit “B” through May 31, 2021.

NOW, THEREFORE, the City and the County agree as follows:

1. COUNTY RESPONSIBILITIES. That Section 3.4 of the Agreement is amended as follows:

3.4 (Amended): The County will budget funding of \$200,000 in 2021 to complete HIP management and administration tasks from 2020, assist homeowners currently engaged in the HIP to install native landscaping on Tier 2 Low Priority properties, and administer and implement a revised, self-funded version of the HIP.

2. CITY RESPONSIBILITIES. That Sections 4.1 and 4.2 of the Agreement are amended as follows:

4.1 (Amended): The City will provide funding of \$200,000 to Whatcom County in 2021 to reimburse the County for County-incurred expenses including: (1) 50% of County costs to complete HIP management and administration tasks from 2020; (2) expenses related to providing assistance to city homeowners currently engaged in the HIP to install water quality BMPs on both Tier 1 High Priority and Tier 2 Low Priority properties through May 31, 2021; and (3) expenses related to providing assistance to county homeowners currently engaged in the

HIP to install water quality BMPs on Tier 1 High Priority properties through December 31, 2020. Such HIP-related expenses may include, but are not limited to, interlocal agreements, equipment, outreach activities, specific material purchases related to HIP-approved activities, and homeowner reimbursements as described in 4.2. The City will also provide funding to administer and implement a self-funded version of the HIP for city homeowners after May 31, 2021.

4.2 (Amended): The City will reimburse the County for payments made to landowners as reimbursement of landowner-incurred expenses to complete an approved HIP project on Tier 1 High Priority properties as described in the Guidelines and Tier 2 Low Priority properties located within city limits as described in Exhibit "B".

3. TERM. That Section 6 of the Agreement is amended as follows:

6.0 (Amended): This Agreement shall be effective for services performed from the approval date of this Agreement through **December 31, 2021**. It may be terminated by either party upon the giving of 30 days' written notice to the other, at which time any remaining financial obligations for services rendered shall be paid in full according to the provisions of **Section 5** of this Agreement. Immediately upon receipt of a termination notice, the County shall cease incurring or authorizing additional expenditures pursuant to this Agreement.

FURTHER, that this Amendment No. 1 shall be made part of the original interlocal agreement by and between the City and the County effective January 1, 2021. Unless specifically stated herein, all other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day of _____, 2020.

EXECUTED, this the _ day of _____, 2020, for **WHATCOM COUNTY**

By _____
Satpal Singh Sidhu, County Executive

Approved as to form:

CQ/emailed /BB 11/20/2020
Christopher Quinn, Senior Civil Deputy Prosecuting Attorney


Jon Hutchings, Director of Public Works

EXECUTED, this the _____ day of _____, 2020, for the **CITY OF BELLINGHAM**:

Departmental Approval:

Mayor

Department Head

Attest:

Approved as to Form:

Finance Director

Office of the City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 20____, 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.

NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF WHATCOM)

On this _____ day of _____, 20____, before me personally appeared, to me SETH FLEETWOOD known to be the Mayor of CITY OF BELLINGHAM, 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 _____.
My commission expires: _____