

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Stormwater - 907620
Contract or Grant Administrator:	Ingrid Enschede, Program Specialist
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 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 #: <u>201903001</u>	
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>123211</u>	
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"/> 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>216,883</u> This Amendment Amount: \$ <u>100,000</u> Total Amended Amount: \$ <u>316,883</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: 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: The Lake Whatcom Homeowner Incentive Program (HIP) provides technical assistance and cost share incentives for homeowners who voluntarily elect to install stormwater best management practices (BMPs) that reduce phosphorus runoff into Lake Whatcom for the purpose of meeting TMDL requirements. The Whatcom Conservation District will provide technical assistance to homeowners implementing HIP projects in the Lake Whatcom watershed and program implementation assistance through this agreement.	
Term of Contract: 22 months Expiration Date: December 31, 2020	

Contract Routing:	1. Prepared by: <u>Ingrid Enschede</u>	Date: <u>1/24/2020</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>1/29/2020</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>1/28/2020</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 INTERLOCAL AGREEMENT
WHATCOM COUNTY & WHATCOM CONSERVATION DISTRICT
LAKE WHATCOM HOMEOWNER INCENTIVE PROGRAM ASSISTANCE**

WHEREAS, an interlocal agreement (Whatcom County Contract No. 201903001) was entered into between Whatcom County (County) and the Whatcom Conservation District (District) on March 13, 2019 for the purpose of providing continued assistance for the Lake Whatcom Homeowner Incentive Program (HIP); and,

WHEREAS, the County and the City of Bellingham (City) entered into an interlocal agreement in September 2019 (Whatcom County Contract No. 201909004) replacing their 2017-2019 agreement (Whatcom County Contract No. 201611031) and defining each jurisdiction's responsibilities in the funding and implementation of a joint HIP through the end of the current budget cycle, December 31, 2020; and,

WHEREAS, the County and City are requesting continued District assistance providing technical assistance to homeowners participating in HIP and program implementation support through December 31, 2020; and,

WHEREAS, the City will reimburse the County for expenses related to the management and administration of the HIP above the County's annual contribution according to the terms of the interlocal agreement; and,

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

1. **TERM.** That Section VI (Term) of Whatcom County Contract No. 201903001 is amended to provide as follows:

VI. Term (Amended):

This AGREEMENT shall be effective for services performed from the date of signature through December 31, 2020.

2. **COMPENSATION.** That the Compensation Schedule under Whatcom County Contract No. 201903001 shall be modified as provided for in Exhibit B-1:

As consideration for the services provided by the District, the County agrees to compensate the Contractor for services rendered at an amended sum not to exceed **\$316,883** at the rates set forth in Exhibit B-1, Amended Budget, attached hereto. Exhibit B-1 will replace Exhibit B from the original contract. This figure includes all costs incidental to and necessary for carrying out the scopes of work as presented in Exhibit A. The sum shall be paid for expenses accrued as invoiced monthly by the District. Payment is contingent and based on successful progress in performance of the scope of work as determined by the County.

3. **INSURANCE.** That Exhibit C-1 (Evidence of Insurance) shall replace Exhibit C as proof of required insurance under Whatcom County Contract No. 201903001

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

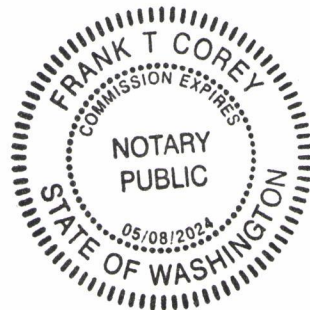
IN WITNESS WHEREOF, the parties have signed this Agreement this 4th day of February, 2020.

WHATCOM CONSERVATION DISTRICT

By Heather Christianson
Heather Christianson, Chair
Date 2/4/20

Approved as to form:

[Signature]
George J. Boggs,
Whatcom Conservation District Attorney



STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

On this 4 day of February, 2020, before me personally appeared Heather Christianson to me known to be the Chairman of the Whatcom Conservation District and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC in and for the State of Washington,
residing at: Lynden, WA

My commission expires 05/08/2024

WHATCOM COUNTY

By: _____
Satpal Singh Sidhu, Whatcom County Executive Date _____

Recommended for Approval:

Approved as to form:

[Signature]
Jon Hutchings
Public Works Director
2/25/20
Date

[Signature]
Christopher Quinn
Deputy Prosecuting Attorney – Civil Division
2/27/2020
Date

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss

On this 25th day of February, 2020, before me personally appeared SATPAL SINGH SIDU 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.

[Signature]
NOTARY PUBLIC in and for the State of Washington,
residing at: Blaine, WA

My commission expires 08/18/21

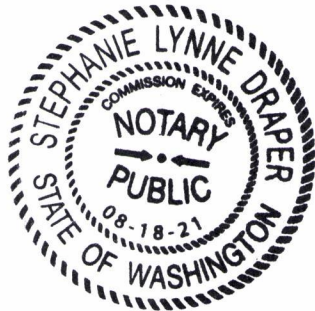


EXHIBIT B-1 – AMENDED BUDGET
Lake Whatcom Homeowner Incentive Program Assistance

As consideration for services provided in Exhibit A, Scope of Work, the County agrees to compensate the contractor according to the hourly rates provided in the amended project budget (Exhibit B-1). The total budget is not to exceed **\$316,883, which includes the original \$216,883 plus the amended amount of \$100,000**. Other reasonable expenses incurred in the course of performing the duties herein shall be reimbursed including mileage at the current IRS rate. Lodging and per diem shall not exceed the GSA rate for the location where services are provided. Other expenditures such as printing, postage, and supply charges 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.

Item	Original	Amended	Original Total	Amend. 1 Additional Budget	New Total
Personnel	Maximum composite Rate*	Maximum composite Rate*			
Administration	\$ 46.16/hr	\$ 46.93/hr			
Manager	\$ 74.68/hr	\$ 75.40/hr			
Resource Specialist	\$ 51.89/hr	\$ 53.36/hr			
HIP Coordinator	\$ 44.13/hr	\$ 47.86/hr			
GIS Technician	\$ 54.10/hr	\$ 56.00/hr			
Outreach Coordinator	\$ 54.57/hr	\$ 57.49/hr			
Outreach Technician	\$ 24.27/hr	\$ 27.12/hr			
Farm Plan Coordinator	\$ 42.67/hr	\$ 45.21/hr			
Farm Planner	\$ 39.82/hr	\$ 45.20/hr			
Habitat Coordinator	\$ 64.65/hr	\$ 64.83/hr			
Wetlands Specialist	\$ 56.20/hr	\$ 55.92/hr			
Habitat Technician	\$ 53.31/hr	\$ 53.36/hr			
Outreach Assistant	\$ 20.13/hr	\$ 20.16/hr			
Science Coordinator	\$ 65.31/hr	\$ 64.88/hr			
Data Coordinator	\$ 48.10/hr	\$ 48.39/hr			
Research Technician	\$ 44.13/hr	\$ 57.49/hr			
Subtotal salaries/benefits			\$ 162,147	\$ 80,000	\$ 242,147
Overhead (25% of salaries/benefits)			\$ 40,537	\$ 20,000	\$ 60,537
Total Personnel			\$ 202,683	\$ 100,000	\$ 302,683
Supplies/Postage/Rentals	Actual costs		\$ 8,000		\$ 8,000
Training	Actual costs		\$ 1,000		\$ 1,000
Mileage	Actual costs		5,200		5,200
Other (contract specific)					0
Totals			216,883	100,000	316,883

*WCD staff listed may work on any task, not to exceed \$302,683 for salaries/benefits and overhead.

**EXHIBIT C-1 – AMENDED INSURANCE
Lake Whatcom Homeowner Incentive Program Assistance**

Enduris
EVIDENCE OF COVERAGE

INSURED/PARTICIPANT:

Whatcom Conservation District
6975 Hannegan Rd
Lynden, WA 98264

MEMORANDUM#: 2020-00-271

EFFECTIVE: September 1, 2019 through August 31, 2020

This is to certify that the Memorandum of Coverage has been issued to the Insured/Participant for the period indicated.

CERTIFICATE HOLDER:

Whatcom County
322 N. Commercial St. #120
Bellingham, WA 98225

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.

COVERAGE:	PER OCCURRENCE LIMIT	AGGREGATE LIMIT
COMPREHENSIVE GENERAL LIABILITY		
Professional Liability	\$1,000,000	\$1,000,000
Personal Liability	\$1,000,000	\$1,000,000
Products – Complete Operation	\$1,000,000	\$1,000,000
AUTO LIABILITY		
Combined Single Limit; Hired and Non-Owned; Temporary Substitute	\$1,000,000 \$1,000,000	\$1,000,000 \$1,000,000
CRIME BLANKET COVERAGE WITH FAITHFUL PERFORMANCE OF DUTY		
Per Occurrence Aggregate	N/A N/A	N/A N/A
PROPERTY/MOBILE EQUIPMENT/BOILER AND MACHINERY		
Property	N/A	N/A
Mobile Equipment	N/A	N/A
AUTOMOBILE PHYSICAL DAMAGE	N/A	N/A
OTHER COVERAGE: N/A	N/A	N/A

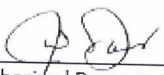
CANCELLATION:

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: 2019 Lake Whatcom Homeowner Incentive Program Assistance, Contract No. 201909004



Authorized Representative
January 23, 2020



Contracted Party Notice

Enduris Washington is a joint self-insurance program for public entities authorized by RCW 48.62.

Under RCW 48.62.061, the state risk manager shall adopt rules governing the management and operation of both individual and joint local government self-insurance programs covering property or liability risks. The rules are contained in the Washington Administrative Code (WAC) 200-100 and summarized as follows:

- Only members who sign the interlocal agreement binding them to contributions and assessments may participate in a local government risk pool (WAC 200-100-020).
- Only members may participate in the self-insured retention layer, and only members may participate in the joint purchase of insurance or reinsurance (WAC 200-100-02005).
- Nonmembers shall not participate in any coverages of the joint self-insurance program including the self-insured retention layer and the excess insurance or reinsurance layer (WAC 200-100-02007).

The state risk manager and the Washington Administrative Code prohibit Enduris of Washington from granting additional insured status to nonmembers.

However, Enduris can cover the contractual liability undertaken by its members in most cases. As long as the contract between an Enduris member and a third party qualifies as a "member contract" and the claims against the indemnitee third party are otherwise covered by the terms of the Memorandum of Coverage, the member district's indemnity obligation should also be covered.

Enduris Washington's memorandum of coverage (MOC) contains the definition of a "member contract" as follows:

SECTION IV – DEFINITIONS

[...]

M. Member Contract means a written contract that satisfies all of the following:

1. The agreement pertains to the Named Member's routine governmental operations, including professional services and mutual aid agreements, and by the contract terms the Named Member assumes the Tort liability of another to pay damages because of Bodily Injury or Property Damage to a third person or organization, or with respect to Professional Services to pay damages because of Public Officials Errors and Omissions to a third person or organization, and;
2. The agreement was entered into prior to the damage for which a claim is made.

Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

A Member Contract does not include any part of any contract or agreement that indemnifies any person or organization for any claim and/or suit that is excluded by the terms of this Memorandum, or that indemnifies an architect, engineer, or surveyor arising out of preparing, approving, or failing to approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or giving or failing to give directions or instructions, unless the architect, engineer or surveyor is an employee of the Named Member and the services are part of the Named Member's routine governmental operations. A Member Contract also does not include the indemnification of any person or organization for damages by fire, explosion, or water damages to premises rented or loaned to the Named Member.

Reliability in a Risky World

1610 S. Technology Blvd., Suite 100 | Spokane WA 99224 | T: 800-462-8418 |
www.enduris.us