

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202111003

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:	Whatcom Conservation District

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 _____
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: 123211 WO #21514

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.

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 97,275.61
 This Amendment Amount:
 \$ _____
 Total Amended Amount:
 \$ _____

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 provides technical assistance and cost share incentives for homeowners to install best management practices that reduce phosphorus runoff into Lake Whatcom. The Whatcom Conservation District will continue to provide technical assistance to homeowners and program implementation assistance through this agreement in 2022.

Term of Contract: 13 months

Expiration Date: 1/31/2023

- Contract Routing:
- | | |
|---|------------------------|
| 1. Prepared by: <u>Ingrid Enschede</u> | Date: <u>10/27/21</u> |
| 2. Attorney signoff: <u>Christopher Quinn</u> | Date: <u>10/27/21</u> |
| 3. AS Finance reviewed: <u>M Caldwell</u> | Date: <u>10/27/21</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: <u>Satpal Sidhu</u> | Date: <u>12/6/2021</u> |
| 9. Original to Council: _____ | Date: _____ |

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings
Director**



STORMWATER
322 N. Commercial, Suite 224
Bellingham, WA 98225
Telephone: (360) 778-6230
FAX: (360) 778-6231
www.whatcomcounty.us

MEMORANDUM

TO: The Honorable Satpal Singh Sidhu, County Executive and
The Honorable Members of the Whatcom County Council

THROUGH: Jon Hutchings, Public Works Director

FROM: Kraig Olason, Stormwater Program Manager *ko*
Ingrid Enschede, Program Specialist *IE*

DATE: November 1, 2021

RE: 2022 Interlocal Agreement between Whatcom County and the Whatcom
Conservation District for Lake Whatcom Homeowner Incentive Program
Assistance

Requested Action

Please review and sign the 2022 Interlocal Agreement between Whatcom County (County) and the Whatcom Conservation District (WCD) for Lake Whatcom Homeowner Incentive Program Assistance.

Background and Purpose

The Lake Whatcom Homeowner Incentive Program (HIP) is a non-regulatory program that provides technical assistance and financial incentives to homeowners who voluntarily install stormwater best management practices (BMP) that reduce phosphorus runoff into Lake Whatcom. HIP helps meet Lake Whatcom Total Maximum Daily Load (TMDL) water quality objectives.

The WCD has provided HIP implementation assistance since October 2016 through interlocal agreements with the County. The County requests continued assistance from the WCD in 2022 to help landowners in the County portion of the Lake Whatcom watershed complete HIP projects.

Funding Amount and Source

The total cost of this agreement is \$97,275.61 and is included in the 2022 Stormwater Budget (cost center 123211 Work Order #21514).

Please contact Ingrid Enschede at extension 6229, if you have any questions or concerns regarding the terms of this agreement.

Encl.

Whatcom County Contract No. <u>202111003</u>

**2022 INTERLOCAL AGREEMENT
WHATCOM COUNTY & WHATCOM CONSERVATION DISTRICT
LAKE WHATCOM HOMEOWNER INCENTIVE PROGRAM ASSISTANCE**

This Interlocal AGREEMENT (“AGREEMENT”) is between the Whatcom Conservation District (“WCD”) and the Whatcom County (“COUNTY”) as public agencies pursuant to the Interlocal Cooperation Act (RCW 39.34) for implementation of the Lake Whatcom Homeowner Incentive Program (HIP) in coordination with the City of Bellingham (“CITY”).

WHEREAS, the Washington State Department of Ecology (“ECOLOGY”) issued the final Lake Whatcom Watershed Total Maximum Daily Load (TMDL) study for phosphorus and fecal coliform bacteria in 2008, which requires the CITY and the COUNTY to develop a response strategy; and,

WHEREAS, the CITY and COUNTY established HIP as a pilot program in 2011 with assistance from ECOLOGY to promote homeowner stewardship within the Lake Whatcom watershed and provide technical assistance and financial incentives to help homeowners install phosphorus-reducing best management practices (BMPs) to meet TMDL objectives; 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 CITY and the COUNTY requested assistance from the WCD beginning in 2016 to provide homeowner outreach, technical assistance, and program implementation assistance for the installation of phosphorus-reducing BMPs through HIP to the mutual advantage of all jurisdictions; and,

WHEREAS, the WCD has been providing this assistance through Interlocal Agreements with the COUNTY since 2016; and,

WHEREAS, the Lake Whatcom Management Program 2020-2024 Work Plan (Resolution 2020-023) calls for continuing to provide technical and/or financial assistance for residential-scale retrofits of private property that results in phosphorus-or flow-limiting projects through HIP or similar programs; and,

WHEREAS, the COUNTY requests continued assistance from the WCD in 2022 to support HIP on developed residential properties in the unincorporated portion of the Lake Whatcom watershed.

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 Lake Whatcom Homeowner Incentive 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 Lake Whatcom Homeowner Incentive 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

waive all rights of subrogation against Whatcom County and its coverage. Whatcom County'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 COUNTY 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 12/6/2021, 2021.

WHATCOM CONSERVATION DISTRICT

DocuSigned by:
Heather Christianson 12/6/2021
F984D2DF23A640C
Heather Christianson, Chair

Whatcom Conservation District
6975 Hannegan Road
Lynden, WA 98264

**WHATCOM COUNTY:
Recommended for Approval:**

DocuSigned by:
Jon Hutchings 12/6/2021
9359983910E345B
Jon Hutchings, Director Date

Approved as to form:

DocuSigned by:
Christopher Quinn 12/6/2021
EC466EF5C88B4ED
Christopher Quinn, Senior Civil Deputy Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

DocuSigned by:
By Satpal Sidhu 12/6/2021
1192C7C18B664E9
Satpal Singh Sidhu, Whatcom County Executive

EXHIBIT A - SCOPE OF WORK

Lake Whatcom Homeowner Incentive Program Assistance

Project Background and Description

The Lake Whatcom Homeowner Incentive Program (HIP) is a City of Bellingham (City) and Whatcom County (County) non-regulatory program that 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. HIP was developed under a Washington State Department of Ecology grant from 2011 to 2015. This pilot project was evaluated and findings were used to develop a revised program. From 2017 to 2020, this revised HIP was jointly implemented for city and county homeowners in basins one and two of the Lake Whatcom watershed. In 2021, the City and County phased in additional program changes. Each jurisdiction now offers similar and coordinated programs modified based on their different circumstances.

The WCD has provided HIP implementation assistance since October 2016 through interlocal agreements with the County. The County requests continued assistance from the WCD in 2022 to help landowners in the County portion of the Lake Whatcom watershed complete HIP projects. Lake Whatcom watershed landowners outside of city limits whose properties are not built to current stormwater code standards are eligible to participate in HIP.

Task 1. Program Implementation Assistance

The WCD will provide program implementation and administrative assistance. Tasks will include:

- Invoicing and reporting
- Internal meetings and coordination related to HIP staffing, contracting, etc.
- External coordination meetings with County staff, providing communication of program activities, and contacting County staff with questions and/or problems in a timely manner
- Managing databases to ensure accurate tracking of HIP customers, projects, and data for analysis and reporting
- Providing input to County staff on program improvement and adaptive management
- Assisting with the collection of homeowner self-inspection and maintenance reports as requested
- Assisting with program outreach, supporting HIP ambassadors, and updating HIP website and other program materials as requested
- Communicating with local businesses interested in supporting HIP project installation
- Providing HIP Project Coordinator training including attending trainings or participating in activities that support the WCD's ability to perform tasks outlined in the scope of work
- Other program implementation and administrative support as needed

Deliverables and Timelines:

- Submit invoices with a progress report summarizing work performed during the invoice period every month

- Attend coordination meetings with County staff monthly or as needed
- Participate in program evaluation annually or as needed
- Maintain a HIP project database with monthly and annual reporting capability
- Review outreach plans and outreach materials developed and provide feedback as requested
- Recruit and support HIP ambassadors
- Revise existing HIP materials as requested

Task 2. HIP Homeowner Assistance

The WCD will provide a HIP Project Coordinator who will serve as the primary point of contact for homeowners voluntarily participating in HIP.

Homeowner assistance responsibilities include:

- Responding to homeowner inquiries
- Enrolling new participants in HIP
- Facilitating signing of homeowner acknowledgement forms
- Conducting site visits
- Providing project design assistance as needed
- Providing application assistance including developing proposed improvements maps and completing HIP application forms as needed
- Providing installation assistance as needed
- Providing project closeout assistance including:
 - Conducting final project inspections for project close out
 - Completing maintenance agreement
 - Facilitating reimbursement request process
- Other HIP project facilitation activities as needed

Deliverables and Timelines:

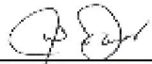

- Provide HIP project application forms to homeowner for submittal to County
- Complete final project inspection forms
- Complete maintenance agreements for homeowner and County signature
- Facilitate the reimbursement request submittal process
- Maintain project records

EXHIBIT B - 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 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 **\$97,275.61**. 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*	Task 1 Hours Estimate	Task 2 Hours Estimate	Hours/Mo. Estimate	Total Est. Cost/Employee
GIS Tech	\$ 38.56	\$ 55.97	15		1.25	\$ 839.48
Admin	\$ 31.77	\$ 47.36	35		2.92	\$ 1,657.43
District Manager	\$ 47.46	\$ 69.92	12		1.00	\$ 839.03
Ed Coordinator	\$ 35.24	\$ 58.73	90		7.50	\$ 5,285.39
Ed Assistant	\$ 21.41	\$ 34.24				\$ -
Fire Prevention Specialist	\$ 31.77	\$ 47.52				\$ -
HIP Coordinator	\$ 31.58	\$ 50.90	300	650	79.17	\$ 48,358.80
Wetland Specialist	\$ 31.77	\$ 58.98	70	200	22.50	\$ 15,924.20
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	\$ 28,021.01	\$ 44,883.30	<i>sub-total</i>	\$ 72,904.31
					Overhead 30%	\$ 21,871.29
					Total Personal & Overhead	\$ 94,775.61
					Supplies & subscriptions	\$1,000
					Training	\$500
					Travel	\$1,000
					Total	\$ 97,275.61

EXHIBIT C - INSURANCE Lake Whatcom Homeowner Incentive Program Assistance

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>	
<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>		
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		
 _____ 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		