

**CITY OF BLAINE**  
**REQUEST FOR COUNCIL ACTION**  
**MEETING DATE:** December 10, 2007

**SUBJECT:** Interlocal Agreement with Whatcom County  
Design and Construction of Pilot Stormwater Retrofit Project

**SUBMITTING DEPT:** Public Works

**PREPARED BY:** \_\_\_\_\_  
(Digital Signature)

**AGENDA LOCATION:**  Comments/Communications;  Consent;  Committee Reports  
 Unfinished Business;  Council Action Items;  Public Hearing;  Standing Committees

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**ATTACHMENTS:** Interlocal Agreement with Whatcom County

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**ANALYSIS / SUMMARY:** The degraded water quality of Drayton Harbor has resulted in partial shellfish harvest closures and resultant establishment of the Drayton Harbor Shellfish Protection District. The 2007 Drayton Harbor Shellfish Protection District Recovery Plan identifies control of urban stormwater sources as one of its major objectives, listing as a high priority a pilot stormwater retrofit project in East Blaine to provide guidance for reduction of fecal coliform bacteria through city and county standards.

The Interlocal Agreement with Whatcom County establishes the framework for the City's use of \$75,000 in State of Washington Department of Ecology grant funds supplied through Whatcom County for this pilot project.

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**RECOMMENDATION:**  Waive 2<sup>nd</sup> Reading: Staff recommends that the City Council authorize the City Manager to execute the Interlocal Agreement with Whatcom County to facilitate implementation of a pilot stormwater retrofit project.

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**FISCAL ANALYSIS:** Provision of these grant funds will allow the City to proceed with final design and construction of this demonstration project without additional city stormwater capital funding.

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**REVIEWED BY:**

City Manager \_\_\_\_\_ Finance Director \_\_\_\_\_ City Clerk \_\_\_\_\_  
(Digital Signature) (Digital Signature) (Digital Signature)

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**COUNCIL ACTION:**  
 Approved  Denied  Tabled/Deferred  Assigned to: \_\_\_\_\_

**COUNCIL ACTION:** \_\_\_\_\_

**INTERLOCAL AGREEMENT BETWEEN WHATCOM COUNTY  
AND  
CITY OF BLAINE**

**WHEREAS**, Whatcom County and the City of Blaine desire to establish an arrangement wherein Whatcom County will provide funding to the City of Blaine to perform work in relation to the design and construction of a pilot stormwater retrofit project to treat bacteria;

**WHEREAS**, Whatcom County Code 16.20 established the Drayton Harbor and Portage Bay Shellfish Protection Districts and authorizes those districts to implement those portions of the Drayton Harbor and Portage Bay closure response strategies necessary to allow removal of the Drayton Harbor and Portage Bay downgrades;

**WHEREAS**, on May 8, 2007, the Whatcom County Council passed Resolution 2007-024, which adopted the Drayton Harbor Shellfish Protection District Recovery Plan – 2007 Update as the framework for identifying and managing shellfish restoration efforts in the Drayton Harbor watershed;

**WHEREAS**, the Drayton Harbor Shellfish Protection District Recovery Plan – 2007 Update specifies the control of urban stormwater sources as one of its major objectives, listing as a high priority a pilot stormwater retrofit project in East Blaine to provide guidance for reduction of fecal coliform bacteria through City and County standards;

**WHEREAS**, Blaine Municipal Code 13.01 states that the City's stormwater goals include minimizing water quality degradation and control of sedimentation of creeks, streams, ponds, lakes, marine waters, and other water bodies, as well as preserving and enhancing the suitability of waters for contact recreation, shellfish and fish habitat;

**WHEREAS**, the City of Blaine has jurisdiction over many potential stormwater sources that influence Drayton Harbor, including direct stormwater outfalls into the harbor;

**WHEREAS**, the City of Blaine has completed preliminary designs for a pilot stormwater retrofit project in East Blaine that will address a stormwater outfall into Drayton Harbor;

**WHEREAS**, Whatcom County is in the process of completing a grant agreement from the Washington State Department of Ecology for improving stormwater management and water quality protection;

**WHEREAS**, the Whatcom County Council has established funding specifically for funding projects that will aid in the recovery of shellfish beds in Drayton Harbor; and

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

- I. *Purpose*: The purpose of this agreement is to set the terms whereby the County will make available funds to the City of Blaine (the City) 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. *City's Responsibilities:* The City hereby agrees to implement the program as described in Exhibit A attached hereto. As a sub-recipient of grant funds, the City agrees, and as a condition of this agreement, to comply with all requirements for sub-contractors set forth in the Local Government Stormwater Grants Program Grant Agreement between the County and the Washington State Department of Ecology, which is attached in Exhibit C.
- IV. *Whatcom County Responsibilities:* The County hereby agrees to reimburse the City, not to exceed the total budget amount allocated to the City as shown in Exhibit B attached hereto, for the costs in providing and performing the services stated.

The County shall not be held responsible for any maintenance costs for capital facilities created or modified by activities conducted under this agreement.

- V. *Payment:* All payments under this Agreement are considered reimbursement for services rendered. Each request for payment herein is to be submitted in the usual form of a claim for services rendered, which claim shall be supported by detailed documentation of the services actually performed so as to comply with auditing requirements. Payment shall be upon approved claims and in accordance with customary procedures. The County will compensate the City for services rendered within thirty (30) days following receipt of a detailed invoice, provided all other terms and conditions of the Agreement have been met and are certified as such by the Interlocal Agreement Administrator.

The City must submit quarterly progress reports describing work accomplished during the previous quarter, work anticipated for the following quarter, and analysis of any delays or cost overruns. The County will not process payment requests in the current period unless the progress report has been received for the previous period.

To acknowledge overhead costs, the City may charge an indirect rate up to 25 percent based on City employees' direct salary and benefit costs incurred while conducting project related work, provided that prior to signature of this agreement, Ecology's Project/Financial Manager may require a list of items included in the indirect rate during negotiations or thereafter. Items that are generally included in an indirect rate are identified in Administrative Requirements for Recipients of Ecology Grants and Loans.

- VI. *Term:* This Agreement shall be effective for services performed from December 1, 2007 through June 30, 2009, and may be terminated by any party upon the giving of ninety (90) days written notice to the others. Any financial obligations remaining at the end of the notice period that were properly incurred during the life of the agreement shall be paid in full according to the provisions of V. Payment, stated above. This Agreement is contingent upon the successful conclusion of a grant agreement between the County and the Washington State Department of Ecology.
- VII. *Responsible Persons:* The persons responsible for administration of this Agreement shall be the Whatcom County Public Works Department Director and the Blaine City Manager or their 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 fullest extent required by law, and further agrees 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 of the State of Washington, both as to interpretation and performance, and 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.

IN WITNESS WHEREOF, the parties have signed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF BLAINE

WHATCOM COUNTY

By \_\_\_\_\_  
Gary R. Tomsic, City Manager

By \_\_\_\_\_  
Pete Kremen, County Executive

Approved as to form:

Approved as to form:

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Jon Sitkin, City Attorney

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Whatcom County Deputy Prosecuting  
Attorney

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Stephen R. Banham,  
Blaine Director of Public Works

STATE OF WASHINGTON )  
COUNTY OF WHATCOM ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me personally appeared Pete Kremen, 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 )  
COUNTY OF WHATCOM ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me personally appeared \_\_\_\_\_, to me known to be the \_\_ (title) \_\_ of the City of Blaine 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: \_

## **EXHIBIT A – Scope of Work**

### **I. Project Administration**

- A. The City shall administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The City shall manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the County's designees; the Washington State Department of Ecology (Ecology); all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.
- C. The City shall submit quarterly Progress Reports to the County. Payment requests will not be processed without a Progress Report.

#### **Reporting Periods.**

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

**Reporting Due Date.** Quarterly Progress Reports are due 10 days following the end of the quarter.

**Report Content.** At a minimum, all Progress Reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement.

### **II. Post-Project Assessment**

- A. The City agrees to submit a brief survey three years after project completion regarding the key project outcomes and the status of environmental results or goals from the project. Ecology's Performance Measures Lead will e-mail the County and the City the Post Project Assessment Survey.
- B. Ecology may conduct on-site interviews and inspections, and may otherwise evaluate the project. Ecology will enter the information provided into its performance measures database to be provided to the Washington State Legislature, United States Environmental Protection Agency, and other natural resource agencies.
- C. If work conducted results in a report, the City shall submit the following to the County in the quantities identified:
- Draft project completion reports – one electronic copy

- Final project completion reports – five copies
- Electronic copy of final project completion report

**III. Minority and Women's Business Participation.**

- A. The City agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.
- B. In the absence of more stringent goals established by the City, the City agrees to utilize Ecology’s goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6% WBE
Architecture/Engineering	10% MBE	6% WBE
Purchased Goods	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE
Professional Services	10% MBE	4% WBE

Meeting these goals is voluntary and no contract award or rejection will be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and the City and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

By signing this Agreement, the City certifies that the above steps were, or will be, followed. Any contractor engaged by the City under this agreement will be required to follow the above five affirmative steps in the award of any subcontract(s).

The City shall report to the County at the time of submitting each invoice, on forms provided by the County, payments made to qualified firms. The report will address:

1. Name and state OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
2. The total dollar amount paid to qualified firms under this invoice.

**IV. Equipment Purchase**

The purchase of equipment may be eligible under this project. If the City determines that equipment is needed to achieve the project outcomes, a request must be made to the

Washington State Department of Ecology. All equipment purchases must have prior approval by the Washington State Department of Ecology.

**V. Task Description**

The City of Blaine, its consultants, and its subconsultants will design and construct a stormwater retrofit project intended to treat stormwater runoff for bacterial loading. Associated tasks include project design, plans and specifications, bidding, construction administration, and project administration.

**VI. Products**

The project will result in a stormwater facility that has been designed and constructed to address bacterial loading.

**VII. Timeline**

The project will be completed no later than June 30, 2009.

## EXHIBIT B: Budget

Task No.	Task Description	Classification and Level							Direct Costs	Task Totals
		Engr. VII \$123.11	Engr. V \$100.47	Engr. II \$66.51	Tech. VI \$77.83	Tech. V \$66.51	Cler. III \$46.70	Cler. II \$41.04		
<b>1.0</b>	<b>Design</b>									
1.1	Create DWG from Existing Projects		2			4				
1.2	Get Design Detail from Subconsultant	1	4			4				
1.3	On-site Design and Details	1	3			4				
	Sub-Total	\$ 246	\$ 904	\$ -	\$ -	\$ 798	\$ -	\$ -	\$ -	\$ 1,949
<b>2.0</b>	<b>Plans and Specifications</b>									
2.1	Plan Review		4			2				
2.2	Final Plan Preparation		2			4				
2.3	Specifications	1	8					3		
2.4	Bid Proposal Form and Engineer's Estimate		4	4				1		
	Sub-Total	\$ 123	\$ 1,808	\$ 266	\$ -	\$ 399	\$ -	\$ 164	\$ -	\$ 2,761
<b>3.0</b>	<b>Bidding</b>									
3.1	Attend Pre-bid Meeting		4							
3.2	Answer Contractor Questions	1	4							
3.3	Attend Bid Opening		4							
3.4	Certify Bid Tabulation		2					2		
3.5	Recommendation to Award		1							
	Sub-Total	\$ 123	\$ 1,507	\$ -	\$ -	\$ -	\$ -	\$ 82	\$ -	\$ 1,712
<b>4.0</b>	<b>Construction</b>									
4.1	Pre-construction meeting	1	4		4					
4.2	Review Submittals	2	11				6			
4.3	On-site Inspection Services				105					
4.4	Final Documents (Punchlist, etc.)		10				2			
4.5	As-Built Drawing Preparation		4	8		6				
4.6	Construction costs								\$ 65,000	
	Sub-Total	\$ 369	\$ 2,914	\$ 532	\$ 8,483	\$ 399	\$ 374	\$ -	\$ 65,000	\$ 78,071

<b>5.0</b>	<b>Project Administration</b>									
5.1	Prepare progress reports		7				6			
5.2	Direct costs (reproduction, office supplies, mileage)								\$ 660	
	Sub-Total	\$ -	\$ 703	\$ -	\$ -	\$ -	\$ 280	\$ -	\$ 660	\$ 1,643
<b>6.0</b>	<b>Subconsultants</b>									
	Osborn Consulting Incorporated		40 hrs	@		\$92.00/hr			\$ 3,680	
6.1	5% Markup on Subconsultants								\$ 184	
6.2	Sub-Total						\$0.00		\$ 3,864	\$ 3,864
<b>GRAND TOTAL</b>										<b>\$ 90,000</b>

**EXHIBIT C**

**LOCAL GOVERNMENT STORMWATER GRANTS PROGRAM  
GRANT AGREEMENT  
BETWEEN THE  
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
WHATCOM COUNTY ON BEHALF OF DRAYTON HARBOR SHELLFISH  
PROTECTION DISTRICT**

THIS is a binding agreement entered into, by, and between the state of Washington Department of Ecology (DEPARTMENT), and Whatcom County on behalf of the Drayton Harbor Shellfish Protection District (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT to carry out the requirements described herein.

**1.1. PART I. GENERAL INFORMATION**

Project Title: **Drayton Harbor Local Government Stormwater Grant**

Grant Number: **G0800197**

RECIPIENT Name and Address: **Whatcom County  
2011 Young Street, Suite 201  
Bellingham, WA 98225**

RECIPIENT Contact: **Erika Stroebel / Scarlet Tang**  
Telephone Number: **(360) 715-7450**  
Fax Number: **(360) 715-7451**  
E-Mail Address: **Estroebe@co.whatcom.wa.us  
Stang@co.whatcom.wa.us**

RECIPIENT Billing Contact: **Kolleen Kilpatrick**  
Address: **322 N. Commercial St., Suite 210  
Bellingham, WA 98225**  
Telephone Number: **(360) 676-6692**  
Fax Number: **(360) 676-6863**  
E-Mail Address: **kkilpatr@co.whatcom.wa.us**

RECIPIENT Federal ID Number: **91-6001383**

DEPARTMENT Project/Financial Manager: **Melanie Tyler**  
Mailing Address: **Water Quality Program  
Washington State Department of Ecology  
P.O. Box 47600  
Olympia, WA 98504-7600**  
Telephone Number: **(360) 407-7489**

Fax Number: (360) 407-7151  
E-Mail Address: mety461@ecy.wa.gov

DEPARTMENT Funding Source: 2007-09 Biennial Operating Budget/Local Toxics Control Account

Total Cost: \$75,000  
Total Eligible Cost: \$75,000

DEPARTMENT Share: \$75,000

DEPARTMENT Maximum Percentage: 100 percent

The effective date of this grant agreement is July 1, 2007. Any work performed prior to the effective date of this agreement will be at the sole expense and risk of the RECIPIENT.

This agreement shall expire on **June 30, 2009**.

## **PART II. PERFORMANCE MEASURES**

### A. Water Quality Goal.

Improved stormwater management and water quality protection associated with development and implementation of a stormwater management program.

### B. Project Outcomes.

Local Government Stormwater Grants for local governments to receive grants for municipal stormwater programs, including but not limited to:

1. Implementation of Phase II municipal stormwater National Pollutant Discharge Elimination System (NPDES) permits.
2. Stormwater source control for toxics in association with clean-up of contaminated sediment sites.
3. Stormwater source control programs for shellfish protection districts where stormwater is a significant contributor.

### C. Post Project Assessment.

The RECIPIENT agrees to submit a brief survey three years after project completion regarding the key project outcomes and the status of environmental results or goals from the project. The DEPARTMENT's Performance Measures Lead will e-mail the RECIPIENT the Post Project Assessment Survey.

The DEPARTMENT may conduct on-site interviews and inspections, and may otherwise evaluate the Project. The DEPARTMENT will enter the information provided into its performance measures database to be provided to the Washington State Legislature, United States Environmental Protection Agency, and other natural resource agencies.

Approximate Post Project Assessment Date: June 30, 2012

**PART III. PROJECT DESCRIPTION**

The RECIPIENT’s stormwater project will address planning, implementation, or management of municipal stormwater programs.

**1.2. PART IV. PROJECT BUDGET**

<b>Drayton Harbor Local Government Stormwater Grant</b>	
<b>ELEMENTS</b>	<b>TOTAL ELIGIBLE COST (TEC)*</b>
Task 1 – Project Administration/Management	\$ 7,500
Task 2 – Implementation of Stormwater Planning and Management Needs	\$67,500
Total	\$75,000
<b>*The DEPARTMENT's Fiscal Office will track to the Total Eligible Project Cost.</b>	
<b>MATCHING REQUIREMENTS (There are no matching requirements)</b>	
DEPARTMENT Share FY 08 (100% of TEC)	\$75,000

**Payment Request Submittals.** Payment requests will not be submitted more often than monthly, unless allowed by the DEPARTMENT’s Project/Financial Manager. The DEPARTMENT’s Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

**Payment Schedule.** Payments will be made on a cost-reimbursable basis.

**1.3. PART V. SCOPE OF WORK**

The RECIPIENT shall ensure that this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project related work. The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. If professional services are contracted, the RECIPIENT shall submit a copy of the final contract to the DEPARTMENT’s Project/Financial Manager.

**Task 1 - Project Administration/Management**

- A. The RECIPIENT shall administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT shall manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.
- C. The RECIPIENT shall submit all invoice voucher submittals and supportive documentation, to the DEPARTMENT's Project/Financial Manager. Copies of all applicable forms shall be included with an original A19-1A, and shall be submitted the DEPARTMENT. Blank forms are found in Administrative Requirements for Recipients of Ecology Grants and Loans.

**Required Forms:**

Form A19-1A (original signature)  
 Form B2 (ECY 060-7)  
 Form C2 (ECY 060-9)  
 Form D (ECY 060-11)

**Where Eligible Costs Have Incurred:**

Form E (ECY 060-12)  
 Form F (ECY 060-13)  
 Form G (ECY 060-14)  
 Form H (F-21)  
 Form I (ECY 060-15)

- B. If work conducted results in a report, the RECIPIENT shall submit the following to the DEPARTMENT's Project/Financial Manager and in the quantities identified:
- Draft project completion reports – one electronic copy
  - Final project completion reports – five copies
  - Electronic copy of final project completion report

The RECIPIENT shall submit two copies of any document(s) which requires DEPARTMENT approval. Once approval is given, one copy will be returned to the RECIPIENT. If the RECIPIENT needs more than one approved copy, the number of submittals should be adjusted accordingly.

## **Task 2 – Implementation of Stormwater Planning and Management Needs**

- A. The RECIPIENT shall address stormwater management needs that protect or restore water quality. The RECIPIENT may conduct work related to any of the following eligible stormwater management outcomes:
- Implementation of activities required by the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permits.
  - Stormwater source control for toxics in association with clean-up of contaminated sediment sites.
  - Stormwater source control programs for shellfish protection districts where stormwater is a significant contributor.
- B. Examples of eligible projects or project components:
1. Conducting inventories of stormwater sources.
  2. Establishing and refining stormwater utilities, including stable rate structures, developing stormwater ordinances and regulations, initial staffing, and other capacity building activities to facilitate ongoing stormwater management needs.
  3. Review existing and model stormwater regulations.
  4. Mapping or geographic information systems of stormwater system infrastructure.
  5. Source control activities, such as drain stenciling, business inspections, and public information and communication.
  6. Identification and removal of illicit stormwater discharges into municipal separate storm sewer systems.
  7. Completing detailed plans, for example, stormwater management plans, engineering reports or facilities plans (including financing options and choices), education and outreach plans, and source control progress reports.
  8. Purchase of equipment for conducting stormwater monitoring.
  9. Evaluation of stormwater quality.
  10. Other activities consistent with Legislative provisos for this program or local and regional stormwater management programs or permit compliance, which can be completed by the June 30, 2009, deadline.

## **PART VI. SPECIAL TERMS AND CONDITIONS**

- A. Commencement of Work. In the event that the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.
- B. DEPARTMENT Funding Recognition. The RECIPIENT shall acknowledge and inform the public about DEPARTMENT funding participation in this project as appropriate. Examples include project signs and/or acknowledgement in published materials and reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs.

- C. Equipment Purchase. The purchase of equipment may be eligible under this project. If the RECIPIENT determines that equipment is needed to achieve the project outcomes, a request must be made to the DEPARTMENT. All equipment purchases must have prior approval by the DEPARTMENT.
- D. Indirect Rate. To acknowledge overhead costs, the RECIPIENT may charge an indirect rate up to 25 percent based on RECIPIENT employee's direct salary and benefit costs incurred while conducting project related work, provided that prior to signature of this agreement, the DEPARTMENT's Project/Financial Manager may require a list of items included in the indirect rate during negotiations or thereafter. Items that are generally included in an indirect rate are identified in Administrative Requirements for Recipients of Ecology Grants and Loans.
- E. Meetings/Light Refreshments. The RECIPIENT may spend up to \$50 per meeting for light refreshments associated with this project. The total amount spent for light refreshments under this agreement cannot exceed \$300.
- F. **Minority and Women's Business Participation.** **The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.**

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize the DEPARTMENT's goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6% WBE
Architecture/Engineering	10% MBE	6% WBE
Purchased Goods	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE
Professional Services	10% MBE	4% WBE

Meeting these goals is voluntary and no contract award or rejection will be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

By signing this Agreement, the RECIPIENT certifies that the above steps were, or will be, followed. Any contractor engaged by the RECIPIENT under this agreement will be required to follow the above five affirmative steps in the award of any subcontract(s).

The RECIPIENT shall report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. The report will address:

1. Name and state OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
2. The total dollar amount paid to qualified firms under this invoice.

- G. Progress Reports. The RECIPIENT shall submit quarterly Progress Reports to the DEPARTMENT's Project/Financial Manager. Payment requests will not be processed without a Progress Report.

**Reporting Periods.**

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

**Reporting Due Date.** Quarterly Progress Reports are due 15 days following the end of the quarter.

**Report Content.** At a minimum, all Progress Reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement.

**PART VII. ALL WRITINGS CONTAINED HEREIN**

This agreement, the appended GENERAL TERMS AND CONDITIONS, the DEPARTMENT's current edition of *Administrative Requirements for Recipients of Ecology Grants and Loans ("Yellow Book")*, and the *Local Government Stormwater Grants Program FY 2008* contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth or incorporated by reference, herein. No subsequent modification(s) or amendment(s) of this agreement shall be of any force or effect unless signed by authorized representatives of the RECIPIENT and DEPARTMENT and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or RECIPIENT may change their respective staff contacts without the concurrence of either party.

IN WITNESS WHEREOF, the parties hereby execute this Grant:

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

WHATCOM COUNTY

\_\_\_\_\_  
DAVID C. PEELER                      DATE  
WATER QUALITY PROGRAM MANAGER

\_\_\_\_\_  
PETE KREMEN                      DATE  
COUNTY EXECUTIVE

APPROVED AS TO FORM ONLY  
ASSISTANT ATTORNEY GENERAL

(Revised 7/9/07)