

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Parks & Recreation
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Admin
Contract or Grant Administrator:	Bennett Knox
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 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? Yes No If yes, RFP and Bid number(s): RFP 24-67 Contract Cost Center: 126100

Is this agreement excluded from E-Verify? No Yes 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.

<p>Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>41,295</u></p> <p>This Amendment Amount: \$ <u>0</u></p> <p>Total Amended Amount: \$ <u>41,295</u></p>	<p>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:</p> <ol style="list-style-type: none"> 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.
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Summary of Scope: Whatcom County intends to enter into and manage a contract for development of a forest management plan for the Lake Whatcom watershed. This plan will examine and make recommendations for both Whatcom County and City of Bellingham Properties. This interlocal agreement governs the agreement between the COB and WC is for reimbursement to the County for expenses incurred relative to COB parcels.

Term of Contract:	Expiration Date:
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Contract Routing:	1. Prepared by: <u>Bennett Knox</u>	Date: <u>8/19/2024</u>
	2. Attorney signoff: <u>B. Waldron (via e-mail)</u>	Date: <u>8/19/2024</u>
	3. AS Finance reviewed: <u>bbennett</u>	Date: <u>09/03/2024</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Executive contract review: _____	Date: _____
	7. Council approved, if necessary: _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**INTERLOCAL AGREEMENT BETWEEN
WHATCOM COUNTY AND THE CITY OF BELLINGHAM FOR
LAKE WHATCOM FOREST MANAGEMENT PLAN PARTNERSHIP**

WHEREAS, the City of Bellingham (City) and Whatcom County (County) have a long-standing partnership and an existing interlocal agreement creating the Lake Whatcom Management Program (LWMP), which has a goal to restore, protect and preserve Lake Whatcom and its surrounding watershed; and

WHEREAS, there are ten program areas in the LWMP, the third being “Land Use,” which specifically states: “Prevent water quality and quantity impacts from new development, redevelopment, and forest practices.”, and

WHEREAS, the City and the County both own large tracts of land in the Lake Whatcom watershed, including, in the case of the County, 8,800 acres of Forest Trust Lands reconveyed from the Department of Natural Resources for park purposes and protection of water quality (Reconveyance Lands), and in the case of the City, approximately 3,000 acres of land purchased for conservation purposes under the Lake Whatcom Property Acquisition Program; and

WHEREAS, the County, through a public process developed a Recreational Trail Plan in 2016 that addresses recreational use, access and watershed protection in accordance with the Lake Whatcom Management Program objectives in place at the time; and

WHEREAS, The City Council adopted *Management Recommendations for Lake Whatcom Watershed Protection Properties (2004)* by the Watershed Advisory Board via Resolution 2005-09 which center around developing a management strategy to enhance the water quality protection capabilities of the watershed properties and to permanently protect water quality against the adverse impacts of various land use activities; and

WHEREAS, Implementation of a comprehensive forest management plan can improve phosphorus reduction, resiliency to climate change, wildfire risk reduction, and overall ecological value; and

WHEREAS, strategic resource management will protect and enhance recreational experiences while lessening the impact on public and private water supply systems of Lake Whatcom; and

WHEREAS, a coordinated effort, including a sharing of some program costs, is needed to improve forested conditions in the Lake Whatcom watershed for those who rely on Lake Whatcom for clean and safe drinking water; and

WHEREAS, the City and the County have responsibility for management activities occurring on their respective properties and have committed resources to addressing forest management issues in the Lake Whatcom watershed; and

WHEREAS, A comprehensive forest management plan will provide coordinated recommendations for County and City forest management actions that may inform future resource allocations for resource management, respectively for the County and the City.

NOW, THEREFORE, Whatcom County and the City of Bellingham agree as follows:

1. SCOPE OF WORK

The County and the City will work in partnership to develop a scope of work for a forest management plan (Final Deliverable); identification of specific properties included in the planning process; prioritization of needs; stakeholder and public engagement; and a timeline for deliverables with Northwest Natural Resource Group (“the Contractor”), the contractor selected through the competitive selection process led by Whatcom County.

The County will have responsibility for administering the contract with NNRG. The City will reimburse the County for pro-rated contract expenses related to planning activities affecting City-owned properties.

The initially identified goals for forest management are to:

- a. focus on actions that positively impact water quality and forest health and otherwise support the goals and objectives of the current respective Whatcom County and Bellingham Comprehensive Plans and the Lake Whatcom Management Program, and in the case of the County, relevant recreation planning;
- b. present management strategies and stand-level prescriptions that utilize Best Management Practices to improve forest health, improve water quality and watershed health, increase fire resistance and climate resiliency, preserve and protect critical and unique habitats, and reduce the risk of mass wasting/debris torrent events;
- c. address issues affecting timely and efficient implementation, including the consideration of budgetary and other resource/capacity needs;
- d. identify expenses (e.g., administration, road maintenance, trail decommissioning, forest thinning, monitoring, etc.) as well as expected estimated revenues associated with management activities in order to inform Department decision-making;
- e. address potential issues affecting implementation and/or outcomes including those potentially associated with climate change and adjoining land use practices; and

- f. because there are multiple formal stakeholders with interests in responsible forest management in the watershed, the plan should be drafted with meaningful input from key stakeholders.

2. TERM

- (a) Notwithstanding the date of signature hereof, this Agreement shall be effective September 10, 2024 and shall be automatically renewed unless cancelled in writing by either party within 60 days of its anniversary date.
- (b) This Agreement may be terminated for convenience by either party after the giving of ninety (90) days written notice to the other party.
- (c) This agreement may be terminated for cause by either party after giving the defaulting party thirty (30) days written notice of default and an opportunity to cure.

3. PAYMENT

The total contract with the Contractor for management plan development is a \$133,060. The amount of payment by the City to the County will a maximum of \$41,295. The County's maximum responsibility is \$91,795.

- (a) Payments to the County will be made quarterly based on invoices submitted to the City.
- (b) The City shall promptly review and process invoices in accordance with its usual procedures.

4. PERSONS RESPONSIBLE FOR ADMINISTRATION OF THE AGREEMENT

The persons responsible for administration of this Agreement shall be:

Michael Parelskin
Field Operations Manager
Public Works Department
City of Bellingham
2200 Nevada Street
Bellingham, WA 98229
Phone: (360) 778-7967
Fax: (360) 778-7801

Bennett Knox
Parks Director
Parks Department
Whatcom County
3373 Mount Baker Highway
Bellingham, WA 98225
Phone: (360) 778-5855

5. LEGAL RELATIONS

In performing the services outlined in this Agreement, neither party is acting as the agent or employee of the other; rather, each party is acting as an independent contractor. Each party agrees to defend, indemnify, and hold harmless as to all claims for damages arising out of activities it undertakes arising out of this Agreement.

6. LIABILITY

The City agrees to release, defend and indemnify the County from any claims, damages or liabilities arising out of the acts or omissions of the City, its staff members and its contractors in the performance of this Agreement. Likewise, the County agrees to defend and indemnify the City from any claims, damages or liabilities arising out of the acts or omissions of the County, its staff members and its contractors in the performance of this Agreement.

7. MODIFICATIONS

The terms of 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.

8. 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.

9. SEVERABILITY

In the event any term or condition of this Agreement or application thereof to any person or circumstances 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.

10. RESOLUTION OF DISAGREEMENTS

Parties agree to work between the respective Agreement Administrators to resolve disagreements that may arise in the implementation of this agreement and development of a final management plan.

10. 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.

EXECUTED this _____ day of _____, 2024 for **WHATCOM COUNTY**:

Satpal S. Sidhu
County Executive

DEPARTMENTAL APPROVAL:

 9/5/24

Bennett Knox
Parks Director

APPROVED AS TO FORM:

 8/19/24
Brandon Waldron (v.2 e-mail)

Brandon Waldron
Prosecuting Attorney's Office

EXECUTED this _____ day of _____, 2024 for **CITY OF BELLINGHAM:**

ATTEST:

Kim Lund
Mayor

DEPARTMENTAL APPROVAL:

Finance Director

APPROVED AS TO FORM:

Michael Olinger
Interim Director

Office of the City Attorney