

**INTERLOCAL AGREEMENT
For Work Crew Services
by and between
Whatcom County
and
The City of Everson**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is entered into by and between Whatcom County and The City of Everson pursuant to the Washington Interlocal Cooperative Act, Chapter 39.34 RCW. Whatcom County and The City of Everson agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 1 - 2
- Exhibit A (Scope of Work), pp. 3
- Exhibit B (Compensation), pp. 4
- Exhibit C (Standard Trailer Inventory), pp. 5

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

GENERAL CONDITIONS

I. PURPOSE: This Agreement between Whatcom County and The City of Everson is for the utilization of a Jail Work Crew for the purpose of assisting with basic cleaning/debris pickup and lawn maintenance in the city park. This agreement will define the services provided by each party as well as the compensation for these services.

II. PAYMENT: Whatcom County shall be paid in accordance with Exhibit B.

III. SERVICES: Whatcom County agrees to furnish a Jail Work Crew to the City of Everson for the purpose of basic cleaning/debris pickup and lawn maintenance in the city park as defined by Exhibit A.

IV. TERM AND TERMINATION: The term of this Agreement shall commence on the first day of March, 2021, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the thirty-first day of December 2021. Scheduled projects will not exceed a total of either 5 eight-hour days or 4 ten-hour days within this time period. The Sheriff, or his designee, in their sole discretion, may provide immediate notice to terminate this Agreement or amend the scope of services in this Agreement for reasons including, but not limited to, public safety, safety or health concerns by continuing to provide the service, inability to provide services, necessity, or public convenience, and said notice will be without consequence or liability against the County or WCSO, employees, officials, agents, or volunteers.

V. MODIFICATIONS: Either party may request changes to this Agreement. Any and all modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

VI. FUNDS: Funds for the payment of services to be rendered under this Agreement will be provided by the City of Everson.

VII. ADMINISTRATION: No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

VIII. LEGAL RELATIONSHIP: This Agreement does not create an employer-employee relationship between the City of Everson and Whatcom County or the City of Everson and any member of the County Jail Work Crew.

IX. MUTUAL INDEMNITY: 1. To the extent of its comparative liability, each party agrees to indemnify and hold the other party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney’s fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or

proven to be caused by an act or omission, neglect or otherwise, of its elected and appointed officials, employees, agents or volunteers.

A party shall not be required to indemnify, defend, or hold the other party harmless if the claim, damage, loss or expense for personal injury, for any bodily injury, sickness, disease or death or for any damage to or destruction of any property (including the loss of use resulting therefrom) is caused by the sole act or omission of the other Party.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. The parties agree to maintain a consolidated defense to claims made against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

2. Survival of Indemnity Obligations. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

X. RECORDING: Whatcom County shall promptly record this Agreement with the Auditor's Office in accordance with Chapter RCW 39.34.

XI. RESPONSIBLE PERSONS: The persons responsible for administration of this Agreement shall be the Whatcom County Sheriff and the City of Everson Parks and Recreation Director.

XII NOTICES: All notices required to be given under this Agreement shall be given in person, or by mail, delivered to the following addresses:

City of Everson
Parks and Recreation
Attention: Dave Schoonover
PO Box 315
Everson, WA 98247

Whatcom County
Sheriff's Office
Attention: Bill Elfo
311 Grand Ave.
Bellingham, WA 98225

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EXHIBIT A
(SCOPE OF WORK)

A. The County Shall perform services as follows:

1. Provide one offender work crew averaging four (4) persons, plus a staff crew chief to direct and monitor the work of basic cleaning/debris pickup and lawn maintenance in the city park. Safety will be a primary concern and may be cause to refuse or terminate activities.
2. Provide transportation of crew members, staff and tools for this assigned project, plus crew member safety clothing of reflective vest, safety helmet, rain gear, gloves, plus eye and ear protection for safe equipment operation. Exhibit C.
3. Provide Worker's Compensation insurance coverage for the work crew members to the full extent required by law.

B. The City of Everson shall perform services as follows:

1. Provide the schedule of projects to be completed by the work crew.
2. Provide the list of duties, location, and priorities of the job to be completed.
3. Provide technical, staff and equipment support and direction on the project.
4. Using best practices provide specialized tools and supplies or conduct the duties necessary to complete tasks the Jail Work Crew cannot accomplish with tools standard to the work crew vehicle listed in Exhibit C.
5. Provide equipment, supplies, and cost responsibility for disposal of all project materials as necessary.

EXHIBIT B
(COMPENSATION)

1. The Whatcom County Sheriff's Office will be compensated at the rate of \$340 per 8-hour day or \$425.00 per 10-hour day per offender work crew provided by it to the City of Everson. Scheduled projects will not exceed five 8-hour days or 4 four 10-hour days. The contract compensation will not exceed \$1,700.00.
2. The Whatcom County Sheriff's Office will invoice the City of Everson with supporting documentation, specifying the dates offender crews were provided.
3. The City of Everson will compensate the Whatcom County Sheriff's Office within 30 days of submittal of an invoice with appropriate support documentation.

**EXHIBIT C
(STANDARD TRAILER INVENTORY)**

TOOLS	STANDARD INVENTORY
VAN:	
First Aid Kit	1
Eye Wash Station plus refill	1
Traffic Cones	6
CREW LEADER:	
First Aid Kit (trail pack type)	1
Phone	1
TRAILER:	
5 Gallon Water Container w/cup holder	1
5 Gallon Gas Can	1
1 Gallon Gas Can	2
Pry Bar	2
Pulaski Axes	7
Wheelbarrows (w/hard tires)	2
Push Broom (road)	1
15" Hand Weeders	7
Anvil Pruners	7
Bow Saw (21")	1
Pitchfork D handle	3
Garden Rakes	2
Leaf Rakes	4
Shovels, Flat	4
Shovels, Round	7
Shovels, Grain	2
Sledge Hammer	2
Weed Eaters	5
Hard Hat w/face shield and ear	7
Rain Gear	7
Safety Vests	8
Boots (safety toe)	8
Gloves	14
Ear Plugs (box 200)	1
Safety Glasses	7

EXECUTED this 22 day of Dec., 20 20 for the CITY OF EVERSON by:

Approved as to form:

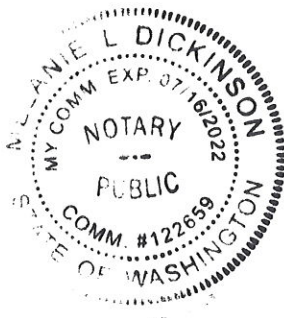
[Signature] 12/28/20
City Attorney Date

Approved:

[Signature] 12/22/20
Mayor Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 22 day of December, 2020, before me personally appeared John Perry, to me known to be the MAYOR of the City of Everson who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Melanie Dickinson
NOTARY PUBLIC in and for the State of Washington,
residing at Lynden, WA. My commission expires
07/16/2022.

