

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	35 Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	3520 Bureau of LE & Investigations/ 352060 Boating Program
Contract or Grant Administrator:	Doug Chadwick, Undersheriff
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 <input type="radio"/> No <input checked="" type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
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): <u>AIS Program</u> CFDA#: <u>N/A</u>	
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? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: <u>2960</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"/> 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.	
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>28,800.00</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ <u>28,800.00</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: _____	
Interlocal Agreement between Whatcom County and the City of Bellingham for Actions to Support the Aquatic Invasive Species Program .	
Term of Contract: 07/01/20	Expiration Date: 09/30/20

Contract Routing:	1. Prepared by: <u>D. Pierce</u>	Date: <u>07/1/20</u>
	2. Attorney signoff: <u>APPROVED VIA EMAIL Bw/dmp</u>	Date: <u>7/2/20</u>
	3. AS Finance reviewed: _____	Date: _____
	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: _____

**INTERLOCAL AGREEMENT BETWEEN
WHATCOM COUNTY AND
THE CITY OF BELLINGHAM FOR
ACTIONS TO SUPPORT THE AQUATIC INVASIVE SPECIES PROGRAM**

WHEREAS, the City of Bellingham (City) and Whatcom County (County) have a mutual interest in protecting water resources in the Lake Whatcom and Lake Samish Watersheds; and

WHEREAS, Aquatic Invasive Species (AIS) are capable of impacting water quality, recreational use, public and private water supply systems, and the aquatic ecology of Lake Whatcom and Lake Samish; and

WHEREAS, the City and the County through regulatory action have established in respective codes, Whatcom County Code Chapter 2.27A, Bellingham Municipal Code 12.12.280, the joint AIS Boat Inspection Program for the purpose of protecting Lake Whatcom and Lake Samish from invasive species impacts; and

WHEREAS, the City and the Whatcom County have agreed that compliance with the AIS program will benefit from additional education and enforcement provided by the Whatcom County Sheriff's Office, which has the jurisdictional authority and capability of providing on-water education and enforcement on both Lake Whatcom and Lake Samish.

NOW, THEREFORE, the Whatcom County Sheriff's Office and the City of Bellingham agree as follows:

1. SCOPE OF WORK

(a) Tasks:

- 1) The Sheriff's Office will staff boat patrol shifts in accordance with the general schedule in Section 1(b), Shifts. Specific days will be determined by the City project manager and the Sheriff's Office responsible person. Consideration will be given to weather conditions that influence boating activity, holidays, deputy availability and other relevant factors.

- 2) The Sheriff's Office boat patrol deputies will contact recreational boat operators observed operating a boat without visible evidence of a 2020 AIS program decal. Deputies will provide said operators with City and County regulatory requirements, information on the locations of inspections stations, the online payment requirement, and contact information for scheduling an onsite inspection at a residence in Whatcom County.
- 3) The Sheriff's Office boat patrol deputies will maintain a Boater Contact Log. Deputies will log contacts initiated for the purpose of AIS compliance. The log is to include the boat operator's name, a state or provincial registration number or the hull identification number, and the action taken. If a previous year AIS decal is affixed to the boat that decal number will also be logged.
- 4) The City of Bellingham will provide the Sheriff's Office with a handout of information listed in Task 2, to be distributed to boaters contacted for the purposes of this agreement.
- 5) The City of Bellingham will organize the training event of Section 3.

(b) Scheduling and Shifts:

The total number of shifts will not exceed 24 for the term of this agreement. The total may be less due to weather, deputy availability, or other factors. Shifts will be for 8 hours unless otherwise agreed by the City project manager and the Sheriff Office's responsible person. Two deputies will be assigned to each shift on Lake Whatcom and one deputy will be assigned to each shift on Lake Samish. Shift frequency varies during the boating season in anticipation of reduced compliance issues later in the season. Lake Samish being the smaller of the two lakes will require less shifts to contact most of the recreational boaters accessing the lake. The following monthly schedule is projected for the term of the agreement.

July – Lake Whatcom 7 shifts. Lake Samish 4 shifts.

August – Lake Whatcom 5 shifts. Lake Samish 3 shifts.

September – Lake Whatcom 3 shifts. Lake Samish 2 shifts

Total shifts – Lake Whatcom 15. Lake Samish 9

(c) Training:

A training session will be provided for a minimum of 3 participating deputies prior to the beginning of any shifts under the terms of this agreement. Training will provide the

participating deputies with necessary AIS program knowledge and standardize the information the deputies will deliver to the public. These deputies will mentor and train any other participating deputies in the material covered during the training. Training topics will include invasive species identification, risks of infestation, identification of high-risk boats, and the requirements of the joint City/County AIS program including regulatory codes. Training will be conducted by Aquatic Invasive Species program staff or Washington Department of Fish and Wildlife enforcement personnel. A written summary of AIS training session information will be provided for the mentoring of additional deputies.

(d) Deliverables:

1. The Boater Contact Log (see Section 1(a)(3)) for each shift completed under the terms of this agreement will be provided to the City Project Manager or designated staff by close of business every Tuesday for the previous week's shifts.
2. An end of season debriefing session will be conducted by the City project manager and the Sheriff's Office responsible person to discuss the effectiveness, or issues of the program. Participating deputies and AIS staff could be included in the debrief session.

(e) Cost:

1. Lake Whatcom: 2 Deputies plus fuel (est. \$200) = \$1,480.00 per shift x 15 shifts = \$22,200.00
2. Lake Samish: 1 Deputy plus fuel (est. \$100) = \$740.00 per shift x 9 shifts = \$6,660.00
3. Total = \$28,800

2. TERM

(a) This agreement shall be effective July 1, 2020 and shall continue through October 15, 2020. The Agreement shall only be renewed, in writing, on terms then agreed to by the parties. The term shall be as stated in the Agreement regardless of the date of signature.

(b) This Agreement may be terminated for convenience by either party after giving of thirty (45) days written notice to the other party whereupon payment for time and effort expended up to and including the date of termination shall be paid in full.

(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

As compensation for the services specified in the Scope of Work, the City shall reimburse the Whatcom County Sheriff's Office for labor and fuel expenses incurred in the fulfillment of the tasks of this Agreement, up to a maximum amount of TWENTY EIGHT THOUSAND EIGHT HUNDRED DOLLARS (\$28,800).

- (a) Payments to the WCSD will be made based on invoices submitted to the City.
- (b) The City shall promptly review and process invoices in accordance with its usual procedures.
- (c) A list of the shift dates eligible for reimbursement will accompany each invoice.

4. PERSONS RESPONSIBLE FOR ADMINISTRATION OF THE AGREEMENT

The persons responsible for administration of this Agreement shall be:

Clare Fogelsong
Natural Resources Policy Manager
Public Works Department
City of Bellingham
104 W. Magnolia Street
Bellingham, WA 98225
Phone: (360) 778-7965

Lieutenant Scott Huso
Investigations
Whatcom County Sheriff's Office
311 Grand Avenue
Bellingham, WA 98225
Phone: (360) 778-6709

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. EACH PARTY WAIVES IMMUNITY UNDER THE WASHINGTON INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, TO THE LIMITED EXTENT NECESSARY TO EFFECTUATE THEIR OBLIGATIONS UNDER THIS SECTION.

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. 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.

11. RECORDATION

Upon execution of this Agreement, the County shall file a copy of it with the office of its County Auditor pursuant to the requirements of RCW 39.34.

EXECUTED this _____ day of _____, 2020 for **WHATCOM COUNTY**:

Satpal Sidhu
Whatcom County Executive

DEPARTMENTAL APPROVAL:

APPROVED AS TO FORM:



Bill Elfo
Whatcom County Sheriff

APPROVED VIA EMAIL BW/dmp 7-2-20

Prosecuting Attorney's Office

EXECUTED this _____ day of _____, 2020 for **CITY OF BELLINGHAM:**

ATTEST:

Seth Fleetwood
Mayor

Finance Director

DEPARTMENTAL APPROVAL:

APPROVED AS TO FORM:

Eric Johnston
Public Works Director

Office of the City Attorney