

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Natural Resources/Aquatic Invasive Species 907010
Contract or Grant Administrator:	Gary Stoyka
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? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: 169120

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"/> Contract for Commercial off the shelf items (COTS). |
| <input type="checkbox"/> Contract work is for less than \$100,000. | <input type="checkbox"/> Work related subcontract less than \$25,000. |
| <input type="checkbox"/> Contract work is for less than 120 days. | <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. |
| <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). | |

Contract Amount:(sum of original contract amount and any prior amendments): \$ 123,000.00 <hr/> This Amendment Amount: \$ _____ <hr/> 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: <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: The City of Bellingham will manage the AIS Watercraft Inspection Program for Lakes Whatcom and Samish under a joint City-County AIS Program. The City will schedule and staff outreach and inspection activities and other related events at locations throughout the county.

Term of Contract:	Expiration Date: Upon 60 days notice
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Contract Routing:	1. Prepared by: <u>Gary S Stoyka</u>	Date: <u>1/15/19</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>1/17/19</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>1/15/19</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: _____	Date: _____
	9. Original to Council: _____	Date: _____

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

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 have committed resources to addressing AIS issues in Lake Whatcom and Lake Samish; and

WHEREAS, the risk of AIS introductions into Lake Whatcom and Lake Samish can be reduced by education of watercraft users and inspection of watercraft prior to launching; and

WHEREAS, the City and the County each have agreed to incur separate AIS program costs that are not included in this Agreement; and

WHEREAS, a coordinated effort to efficiently provide boat inspection and outreach services, including a sharing of some program costs, is needed to prevent the introduction of AIS into Lake Whatcom and Lake Samish.

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

1. SCOPE OF WORK

Task 1 - Administration: The City will manage the AIS watercraft inspection program on behalf of the City and County.

Task 2 – Outreach: The City will schedule and staff education, outreach and inspection activities, and other related events, at mutually agreed locations in Whatcom County.

Task 3 – Reporting: Periodic reports of the program’s status will be provided to the County.

2. TERM

(a) This agreement shall be effective January 1, 2019 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 giving of ninety (90) 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

(a) As compensation for the services specified in the Scope of Work, the County shall reimburse the City for two-fifths (2/5) of the actual labor, equipment, and material expenses incurred for the AIS program, up to the maximum amounts shown in Section 3 (b). The following City expenses are eligible for reimbursement:

1. Inspector and Outreach Labor Costs
2. AIS Coordinator Labor Costs
3. Early Detection Monitoring Costs
4. Lake Risk Assessment Costs
5. Education and Outreach Costs
6. Associated Equipment and Supply Costs

(b) In recognition of the ongoing increases in program costs (notably in the cost of labor and benefits), and the evolving nature of new programs such as AIS, the parties agree to add an 8% inflationary factor to the Annual Compensation amount starting January 1, 2020 and going through three years and ending December 31, 2022. Beginning in 2023, the inflationary factor will be 5% per year. For clarity, the actual Annual Compensation amounts will be the amount of actual expenses up to the maximum annual amounts as follows:

2019: \$123,000
2020: \$123,000 plus 8% = \$132,840
2021: \$132,840 plus 8% = \$143,467
2022: \$143,467 plus 8% = \$154,944
2023: \$154,944 plus 5% = \$162,691

After 2023: 5% annual increase in maximum annual amount

The maximum yearly amounts shown above may not be exceeded unless agreed to in writing by each party.

- (c) Payments to the City will be made quarterly based on invoices submitted to the County.
- (d) The County shall promptly review and process invoices in accordance with its usual procedures.
- (e) A short program update shall 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
2200 Nevada Street
Bellingham, WA 98229
Phone: (360) 778-7965
Fax: (360) 778-7801

Gary Stoyka
Natural Resources Manager
Public Works Department
Whatcom County
322 N. Commercial St., Ste 110
Bellingham, WA 98225
Phone: (360) 778-6218
Fax: (360) 778-6231

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. 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 _____, 2019 for **WHATCOM COUNTY**:

Jack Louws
County Executive

DEPARTMENTAL APPROVAL:

Jon Hutchings
Public Works Director

APPROVED AS TO FORM:



Christopher Quinn
Prosecuting Attorney's Office

EXECUTED this _____ day of _____, 2019 for **CITY OF BELLINGHAM:**

ATTEST:

Kelli Linville
Mayor

DEPARTMENTAL APPROVAL:

Ted Carlson
Director

Finance Director

APPROVED AS TO FORM:

Office of the City Attorney