

**INTERLOCAL COOPERATIVE AGREEMENT
NORTHWEST MINICHAIN WITH ISLAND COUNTY**

THIS AGREEMENT is made and entered into by and between Island County, Washington ("Island County") and Whatcom County, Washington ("Whatcom County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE:

The purpose of this Agreement is to provide for transportation services for prisoners for Island County for a period beginning on the First day of January, 2021 and ending on the Thirty-first day of December, 2021. Island County and Whatcom County agree to the terms and conditions incorporated herein.

2. RESPONSIBILITIES:

Prior to signing this Agreement, Island County has determined that there exists a public need for the services to be provided hereunder, and that it is appropriate that public funds be expended to meet this need.

Island County acknowledges Whatcom County's operational control of its jail facilities and agrees that prisoners transported on the Northwest Mini-Chain bus by Whatcom County will be subject to Whatcom County Jail policies and procedures.

Whatcom County covenants to perform the following transportation services:

- a) To pickup inmates from any Northwest Mini-Chain contracted city or county jail along the I-5 corridor, with King County Jail being the southernmost point.
- b) Occasional trips as necessary and requested by Island County Sheriff's Office to Western State Hospital.
- c) Island County will be invoiced for all Western State Hospital transports from Island County by the Northwest Mini-Chain Transport System. The invoice will cover the hourly rate cost of two transport officers driving from Skagit County to Western State Hospital. The normal time expended on this trip is 4 hours each for two officers. The rate is based on the hourly overtime rate for the transport officers working.
- d) Island County will ensure that its inmates are transported to Skagit County at their own cost and will be responsible to insure that the inmates are at Skagit County prior to Whatcom County's arrival for pickup. Whatcom County will transport Island County inmates south to King County.
- e) Provide driver and vehicle to accomplish above transportation services. Schedules will be set up in advance by telephone.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2021 through December 31, 2021, regardless of date of signature.

The terms of this Agreement shall be subject to review and revision in November of 2021 for renewal in January 2022.

4. MANNER OF FINANCING:

Funds for the payment of services to be rendered under this Agreement have been budgeted, allocated and are available for this purpose. This Agreement shall not obligate Island County in excess of the balance of funds available for this purpose, nor shall it obligate Whatcom County to perform services which are not budgeted. The source of funds is the Island County budget.

Whatcom County shall provide Island County with an invoice for services rendered on a quarterly basis. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

This compensation is calculated on the actual percentage of usage by Island County of the total cost of the Northwest Mini-Chain Transport System, and as such will not require a quarterly breakdown of actual transports.

Annual Compensation: \$5,359.00

Quarterly Invoices:

March 31, 2021	\$1,339.75
June 30, 2021	\$1,339.75
September 30, 2021	\$1,339.75
December 31, 2021	\$1,339.75

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- 5.1 Whatcom County's representatives shall be the County Executive Satpal Sidhu and Sheriff Bill Elfo.
- 5.2 Island County's representative shall be Sheriff Rick Felici.

6. 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.

7. MUTUAL INDEMNITY: To the extent of its comparative liability, each party agrees to indemnify, defend 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, negligent 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, negligent or otherwise, each party shall pay its proportionate share of any damages awarded based upon comparative liability. 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.

SURVIVAL OF INDEMNITY OBLIGATIONS: The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

8. **TERMINATION:** Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. 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 any consequence or liability against the County or WCSO, employees, officials, agents, or volunteers. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The 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. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10. **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 which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. **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.

12. **ARBITRATION:** This Agreement shall be governed by Laws of the State of Washington. Unless otherwise agreed by the parties hereto, any controversy or claim arising out of or relating to this Agreement that remains unresolved after negotiation shall be settled by binding arbitration before an agreed upon arbitrator in accordance with the applicable American Arbitration Association (AAA) rules in effect on the date hereof. Each Party shall pay all their own costs, fees and expenses of arbitration but share equally in the Arbitrator's fees and costs.

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IN WITNESS WHEREOF, the parties have executed this Agreement this ___ day of _____, 20__.

WHATCOM COUNTY:

Recommended for Approval:

[Signature] 12/4/20
Bill Elfo, Sheriff Date

Approved as to form:

Approved via email BW/UR 12.7.20
Brandon Waldron, Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
) Ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, 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 _____.

ISLAND COUNTY:

Recommended for Approval:

Rick Felici
Rick Felici, Sheriff

4/8/21
Date

Approved:

Chair
Chair
Board of Island County Commissioners

4/13/2021
Date

Reviewed by Risk Management:

Approved:

Kyathle A. Goodell
Risk Manager

04/12/2021
Date

STATE OF WASHINGTON)
) ss.
COUNTY OF ISLAND)

On this 13 day of April, 2021, before me personally appeared Jill Johnson, to me known to be the Chair of the Board of Island County Commissioners, and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Taylor Cavender
NOTARY PUBLIC in and for the State of Washington, residing at
Island County. My commission expires 6/29/24

CONTRACTOR INFORMATION:

Island County
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Coupeville, WA 98239
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