

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department: _____	_____
Division/Program: (i.e. Dept. Division and Program) _____	_____
Contract or Grant Administrator: _____	_____
Contractor's / Agency Name: _____	_____

Is this a New Contract? Yes _____ No _____ If not, is this an Amendment or Renewal to an Existing Contract? 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): _____ Contract Cost Center: _____

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 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): \$ _____ This Amendment Amount: \$ _____ 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: _____

Term of Contract: _____ Expiration Date: _____

Contract Routing:

1. Prepared by: _____	Date: _____
2. Attorney signoff: _____	Date: _____
3. AS Finance reviewed: _____	Date: _____
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
AQUATIC INVASIVE SPECIES ENFORCEMENT PATROLS**

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

WHEREAS, the County Public Works Department and Sheriff's Office have an interdepartmental agreement in place for providing AIS enforcement patrols; and

WHEREAS, a coordinated effort, 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

The County will implement AIS enforcement patrols as detailed in the Interdepartmental Agreement for Aquatic Invasive Species Enforcement Patrols Between Whatcom County Public Works and Whatcom County Sheriff's Office- 2023 (Exhibit A).

2. TERM

(a) Notwithstanding the date of signature hereof, this Agreement shall be effective June 1, 2023 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 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 Exhibit A, the City shall reimburse the County for fifty (50) percent of the actual labor, equipment, and material expenses incurred for the AIS enforcement patrols, up to \$20,000 per year in 2023 and 2024. In recognition of the ongoing increases in program costs (notably in the cost of labor and benefits), the parties agree to add an annual 3% inflationary factor to the maximum amount after 2024. The maximum yearly amount may not exceed this unless agreed to in writing by each party.

(b) Payments to the County will be made annually based on invoices submitted to the City.

(c) The City shall promptly review and process invoices in accordance with its usual procedures.

(d) 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:

Renee LaCroix
Assistant Director
Public Works Department
City of Bellingham
2200 Nevada Street
Bellingham, WA 98229
Phone: (360) 778-7966
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.

EXECUTED this _____ day of _____, 2023 for **WHATCOM COUNTY:**

Satpal S. Sidhu
County Executive

DEPARTMENTAL APPROVAL:

APPROVED AS TO FORM:

Elizabeth Kosa
Public Works Director

Christopher Quinn
Prosecuting Attorney's Office

EXECUTED this _____ day of _____, 2023 for **CITY OF BELLINGHAM:**

ATTEST:

Seth Fleetwood
Mayor

DEPARTMENTAL APPROVAL:

Finance Director

APPROVED AS TO FORM:

Eric Johnston
Director

Office of the City Attorney

EXHIBIT A

INTERDEPARTMENTAL AGREEMENT FOR AQUATIC INVASIVE SPECIES ENFORCEMENT PATROLS BETWEEN WHATCOM COUNTY PUBLIC WORKS AND WHATCOM COUNTY SHERIFF'S OFFICE- 2023

Background:

The Lake Whatcom Management Program (LWMP) launched the Aquatic Invasive Species (AIS) Prevention Program in 2012 with the goal of preventing the introduction of zebra and quagga mussels and other aquatic invasive species to Lake Whatcom. Whatcom County works with LWMP partners City of Bellingham and Lake Whatcom Water and Sewer District to support the AIS program, which focuses on mandatory boat inspections at Lake Whatcom and Lake Samish and educating the boating public about AIS prevention. The project partners believe it is beneficial to the program to conduct enforcement patrols. In 2020, the City of Bellingham piloted a program to provide AIS regulations enforcement on Lake Whatcom and Lake Samish via an interlocal agreement with the Whatcom County Sheriff's Office (WCSO). Whatcom County will continue this pilot program in 2023 through this Interdepartmental Agreement.

Agreement:

Whatcom County Public Works (Public Works) will provide up to \$40,000 through an interfund transfer to support WCSO AIS enforcement patrols on Lake Whatcom and Lake Samish in 2023. WCSO will use these funds to cover staff and fuels costs to complete the following scope of work.

(A) Tasks:

- 1) The WCSO will staff boat patrol shifts in accordance with the general schedule in (B). Specific days will be determined by the WCSO in consultation with Public Works. Consideration will be given to weather conditions that influence boating activity, holidays, deputy availability and other relevant factors. Shifts may be moved to future months with approval from Public Works.
- 2) The WCSO boat patrol deputies will contact recreational boat operators observed operating a boat without visible evidence of a 2023 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 WCSO 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 WCSO 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 (C).

(B) Scheduling and Shifts:

The total number of shifts worked will not exceed \$40,000 as a term of this agreement. The total may be less due to weather, deputy availability, or other factors. Shifts will be for 6 hours unless otherwise agreed by the Sheriff's Office and Public Works Department staff. Two deputies will be assigned to each shift. Shift frequency will vary during the boating season in anticipation of reduced compliance issues

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BETWEEN WHATCOM COUNTY PUBLIC WORKS AND WHATCOM COUNTY SHERIFF'S OFFICE- 2023**

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 2023:

- June- 96 hours (8 shifts) spread between Lake Whatcom and Lake Samish
- July- 144 hours (12 shifts) spread between Lake Whatcom and Lake Samish
- August- 144 hours (12 shifts) spread between Lake Whatcom and Lake Samish
- September- 36 hours (3 shifts) spread between Lake Whatcom and Lake Samish
- Total shifts- 420 hours (35 shifts) spread between Lake Whatcom and Lake Samish

(C) Training:

A training session will be provided by City of Bellingham Aquatic Invasive Species (AIS) staff for the WCSO's Boating Unit Coordinator and other deputies as needed prior to the beginning of any shifts. 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. A written summary of AIS training session information will be provided for the mentoring of additional deputies.

(D) Deliverables:

1. The Boater Contact Log for each shift completed under the terms of this agreement will be provided to designated Whatcom County and City of Bellingham Public Works Departments staff weekly for the previous week's shifts.
2. An end of season debriefing session will be held with staff from Whatcom County Public Works, City of Bellingham Public Works, and the WCSO to discuss the effectiveness, or issues of the program.

(E) Cost:

- Lake Whatcom Shift:

Item	Unit	Rate/Hr	Hours	Total
Deputy	2	\$90.00*	6	\$1,080.00
Fuel	1	\$9.00	6	\$54.00
				<i>\$1,134.00</i>

- Lake Samish Shift:

Item	Unit	Rate/Hr	Hours	Total
Deputy	2	\$90.00*	6	\$1,080.00
Fuel	1	\$3.00	6	\$18.00
				<i>\$1,098.00</i>


- *Deputy rate per hour listed in this agreement is the average overtime rate for marine deputies plus associated payroll costs. Actual hours and costs will be billed after services are provided.
- Total = Not to exceed \$40,000.00.

**INTERDEPARTMENTAL AGREEMENT FOR AQUATIC INVASIVE SPECIES ENFORCEMENT PATROLS
BETWEEN WHATCOM COUNTY PUBLIC WORKS AND WHATCOM COUNTY SHERIFF'S OFFICE- 2023**

Staff Contacts:

- Public Works: Becky Snijder van Wissenkerke, Program Specialist, x6247
- Sheriff's Office: Lieutenant Scott Huso, Investigations, x6709

Approved:



Elizabeth Kosa, Director
Public Works Department

5.10.2023

Date



Bill Elfo, Whatcom County Sheriff

5/8.2023

Date