

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
**202307002**

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	Natural Resources/Aquatic Invasive Species
Contract or Grant Administrator:	Becky Snijder van Wissenkerke
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:

- Professional services agreement for certified/licensed professional.  Goods and services provided due to an emergency
- Contract work is for less than \$100,000.  Contract for Commercial off the shelf items (COTS).
- Contract work is for less than 120 days.  Work related subcontract less than \$25,000.
- Interlocal Agreement (between Governments).  Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):  
 \$ 20,000 per year  
 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:**

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:

This agreement provides funding to Whatcom County for Aquatic Invasive Species (AIS) enforcement patrols on Lake Whatcom and Lake Samish. This agreement will reimburse Whatcom County for 50% of the AIS enforcement patrols cost, not to exceed \$20,000 per year for the first two years.

Term of Contract: \_\_\_\_\_ Expiration Date: Upon 60 days notice

Contract Routing:	1. Prepared by: <u>Becky Snijder van Wissenkerke</u>	Date: <u>6/20/2023</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>7/5/2023</u>
	3. AS Finance reviewed: <u>A Martin</u>	Date: <u>7/3/2023</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <u>✓</u>	Date: <u>8/2/23</u>
	6. Executive contract review: <u>✓</u>	Date: <u>8/29/23</u>
	7. Council approved, if necessary: <u>AB2023-458</u>	Date: <u>7/25/2023</u>
	8. Executive signed: <u>✓</u>	Date: <u>8/30/23</u>
	9. Original to Council: _____	Date: _____

**WHATCOM COUNTY  
PUBLIC WORKS DEPARTMENT**

**Elizabeth Kosa  
Director**

**NATURAL RESOURCES**  
322 N. Commercial, Suite 110  
Bellingham, WA 98225  
Telephone: (360) 778-6230  
FAX: (360) 778-6231  
[www.whatcomcounty.us](http://www.whatcomcounty.us)

**MEMORANDUM**


**RECEIVED**

**AUG 29 2023**

**WHATCOM COUNTY  
EXECUTIVE'S OFFICE**

**TO:** Honorable Whatcom County Councilmembers  
Honorable Satpal Singh Sidhu, Whatcom County Executive

**THROUGH:** Elizabeth Kosa, Public Works Director

**FROM:** Gary Stoyka, Natural Resources Program Manager   
Becky Snijder van Wissenkerke, Program Specialist

**DATE:** June 20, 2023

**RE:** Interlocal Agreement between Whatcom County and the City of Bellingham to fund Aquatic Invasive Species enforcement patrols on Lake Whatcom and Lake Samish

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**Requested Action**

Whatcom County Public Works (WCPW) respectfully requests that the County Executive and the County Council enter into an interlocal agreement with the City of Bellingham to fund Aquatic Invasive Species enforcement patrols on Lake Whatcom and Lake Samish.

**Background and Purpose**

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 program onwards through interdepartmental agreements between WCPW and WCSO. This interlocal agreement brings in the City of Bellingham to fund 50% of the AIS enforcement patrols expenses, which include staff and fuel costs. Whatcom County Council approved \$40,000 of expenditures for AIS enforcement patrols in the 2023 budget, as detailed in ASR # 2023-6441. The same amount will be included in the 2024 budget.

**Funding Amount and Source**

This agreement will reimburse Whatcom County for 50% of the AIS enforcement patrols cost, not to exceed \$20,000 per year for the first two years.

Please contact Becky Snijder van Wissenkerke at extension 6247, if you have any questions or concerns regarding the terms of this agreement.

Encl.  
Interlocal Agreement

**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 30<sup>th</sup> day of August, 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 2nd day of August, 2023 for CITY OF BELLINGHAM:



Seth Fleetwood  
Mayor

**DEPARTMENTAL APPROVAL:**



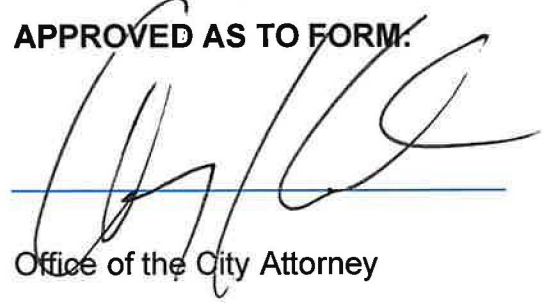
Eric Johnston  
Director

**ATTEST:**



Finance Director

**APPROVED AS TO FORM:**



Office of the City Attorney