

SCANNED 2/15/23
(12)

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No.
202301026

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	Corrections/Alternatives
Contract or Grant Administrator:	Laurie Reid
Contractor's / Agency Name:	City of Bellingham

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: 118142

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 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): \$ 55,250.00 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: <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 Sheriff's Office provides a Jail Work Crew to the City of Bellingham for the purpose of outdoor cleanup. The County will receive up to \$55,250.00 per year from the City of Bellingham for this service.

Term of Contract: 2 years Expiration Date: 12/31/24

Contract Routing:	1. Prepared by: LR	Date: 10/17/22
	2. Attorney signoff: B Waldron	Date: 10/17/22
	3. AS Finance reviewed: M Caldwell	Date: 10/31/22
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed:	Date: _____
	6. Submitted to Exec.:	Date: _____
	7. Council approved (if necessary): (AB2023-085)	Date: 2-7-23
	8. Executive signed: (pro tem)	Date: 2-17-23
	9. Original to Council: ✓	Date: 2-21-23

**INTERLOCAL AGREEMENT
For Work Crew Services
by and between
Whatcom County
and
The City of Bellingham**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into by and between Whatcom County (the "County") and the City of Bellingham (the "City") pursuant to the Washington Interlocal Cooperation Act, Chapter 39.34 RCW.

TERMS AND CONDITIONS

I. PURPOSE: This Agreement between the County and the City is for the utilization of a County Jail Work Crew for the purpose of providing outdoor clean-up services to the City. This agreement will define the services provided by each party as well as the compensation for these services.

II. PAYMENT: Whatcom County shall be paid in accordance with Exhibit A.

III. SERVICES: The County agrees to furnish a Jail "Offender" Work Crew to the City of Bellingham for the purpose of outdoor clean-up/vegetation maintenance tasks listed in Exhibit B.

A. The County shall perform services as follows:

1. Provide one offender work crew, plus a staff crew chief to direct and monitor the work of outdoor clean-up/vegetation maintenance. Safety will be a primary concern and may be cause to refuse or terminate activities.
2. Provide transportation of crew members, staff and tools for this assigned project, plus crew member safety clothing of reflective vest, safety helmet, rain gear, gloves, plus eye and ear protection for safe equipment operation.
3. Provide Worker's Compensation insurance coverage for County Jail Work Crew members to the full extent required by law.

B. The City shall perform services as follows:

1. Provide the schedule of projects to be completed by the County Jail Work Crew.
2. Provide the list of duties, location, and priorities of the job to be completed.
3. Provide technical, staff and equipment support and direction on the project.
4. Using best practices provide specialized tools and supplies or conduct the duties necessary to complete tasks the County cannot accomplish with tools standard to the work crew vehicle listed in Exhibit C.
5. Provide equipment, supplies, and cost responsibility for disposal of all project materials as necessary.
6. Provide staff to review the project activities to ensure they meet quality consistent with the City standards.

IV. TERM AND TERMINATION: The term of this Agreement shall commence January 1, 2023 and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on December 31, 2024. 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 consequence or liability against the County or WCSO, employees, officials, agents, or volunteers.

V. MODIFICATIONS: Either party may request changes to this Agreement. Any and all modifications, to be valid and binding upon either party, shall be in writing and signed by both of the parties.

VI. FUNDS: Funds for the payment of services to be rendered under this Agreement will be provided by the City.

VII. ADMINISTRATION. No new or separate legal or administrative entity is created to administer the provisions of this Agreement.

VIII. LEGAL RELATIONSHIP. This Agreement does not create an employer-employee relationship between the City and the County or the City and any member of the County Jail Work Crew. The County shall be responsible for any compensation that is to be provided to members of the County Jail Work Crew.

IX. MUTUAL INDEMNITY. Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents from any and all costs, claims, judgment and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement. For purposes of this Section, the term "Party" includes the party itself as well as its officials, employees, agents, and contractors. Members of the Jail Work Crew shall be deemed agents of the County.

X. RECORDING. The County shall promptly record this Agreement with the Auditor's Office in accordance with Chapter RCW 39.34.

XI. RESPONSIBLE PERSONS. The persons responsible for administration of this Agreement shall be the Whatcom County Sheriff and the City of Bellingham Assistant Public Works Director.

XII. NOTICES. All notices required to be given under this Agreement shall be given in person or by certified mail, return receipt requested or by nationally recognized overnight carrier delivered to the following address:

City of Bellingham
Public Works - Operations
Attention: Mike Olinger, Asst Director
2221 Pacific Street
Bellingham, WA 98229-5823

Whatcom County
Sheriff's Office
Attention: Bill Elfo, Sheriff
311 Grand Avenue
Bellingham, WA 98225

EXECUTED this 17th day of February, 2023 for WHATCOM COUNTY by:

Recommended for Approval:

WR [Signature] 10/20/22
Bill Elko, Sheriff Date

Approved as to form:

Approved via email 10/17/22
Brandon Waldron, Prosecuting Attorney Date

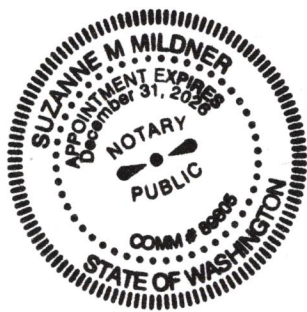
Approved:

Accepted for Whatcom County:

By: [Signature] Carol Frazey, Executive Pro Tem

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 17th day of February, 2023, before me personally appeared Carol Frazey, 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.



Suzanne M. Mildner
NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham. My commission expires
12-31-26.

EXECUTED this 27 day of December 2022 for the CITY OF BELLINGHAM by:

[Signature] 12/14/2022
Director of Public Works Date

[Signature] 12/27/22
Mayor Date

Approved as to Form:

Attest:

[Signature] 12/21/22
Office of the City Attorney Date

[Signature] 1/4/23
Finance Director Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 27 day of December, 2022, before me personally appeared **SETH FLEETWOOD**, to me known to be the **MAYOR OF THE CITY OF BELLINGHAM**, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



[Signature]
NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham. My commission expires
7/28/24.

EXHIBIT A
Compensation

1. The Sheriff's Office will be compensated for offender work crews provided to the City of Bellingham at the rate of \$340.00 per 8-hour day or \$425.00 per 10-hour day per day. The total number of days worked will not exceed 130 per year. The maximum annual compensation will not exceed \$55,250.00.
2. The Sheriff's Office will invoice the City of Bellingham with supporting documentation, specifying the dates offender work crews were provided.
3. The City of Bellingham will compensate the Sheriff's Office within 30 days of submittal of an invoice with appropriate support documentation.

EXHIBIT B
Outdoor Worker Task List 2015/2016
Sidewalk/Curb Sod/Grass Cleaning

1. Alabama (Cornwall to Birch Street)
2. Alabama (Birch Street to Northshore Drive)*
3. F St (Cornwall to Holly)
4. Northshore Drive (Poplar to Academy)*
5. Barkley Dr (Carrington to Golf Ball Driving Range)
6. Barkley Dr (Carrington to Britton)*
7. Lakeway Dr (Ellis to City Limits)
8. Yew St (Lakway to City Limits)
9. Woburn (Illinois to Iowa Drive)
10. Lincoln (Meador to Lakeway)
11. Northwest Ave (Elm to McLeod)
12. 32nd (Old Fairhaven Pkwy to Fielding)
13. Old Fairhaven Pkwy (12th to I-5)
14. 21st St (Bill McDonald Pkwy to Donovan)
15. Sunset Dr (Orleans to West Illinois)
16. Meridian (Broadway to Kellogg)
17. Electric (Bloedel to Dakin)
18. Illinois (Cornwall to NW Ave)
19. Cornwall Ave (Illinois to Ohio)
20. Birchwood Ave (Northwest Ave to Meridian)
21. Elm St (North to Broadway)
22. Roeder Ave (Squalicum to C St) including Parkway
23. Orleans St (Texas to Sunset)
24. Meador (James to Lincoln)
25. Iowa (James to Moore)

*Watershed area can only be cleaned from June 1st thru Sept 30th.

Outdoor Worker Task List 2015/2016
Tree Well Weeding

1. Alabama St (Cornwall to Birch St)
2. Alabama St (Birch St to Northshore Dr)*
3. Barkley Dr (Carrington to Golf Ball Driving Range)
4. Barkley Dr (Carrington to Britton)*
5. Cornwall Ave (Ohio St to E. North St)
6. Dupont St (Broadway Ave to Pickett Bridge)
7. F St (Holly St to Cornwall Ave)
8. Girard St (Broadway Ave to A St)
9. Harris Ave (Ferry Terminal to 13th St)
10. James St (Sunset Dr to Iowa St)
11. Ivy St Connector
12. Lakeway Dr (Ellis St to Silverbeach Rd)
13. Meridian St (Illinois St to E. Victor St)
14. Meridian St (Orchard St to Horton Rd)
15. Mill St (10th St to 11th St)
16. N. State St (James St to Laurel St)
17. Ohio St (Cornwall Ave to James St)
18. Potter St (King St to Lincoln St)
19. Puget St (Potter St to Gladstone St)
20. Roeder Ave (Squalicum Truck Route to C St)
21. Sunset Dr (Lincoln St to Orleans St)
22. 10th St (Mill St to Donovan Ave)
23. 11th St (Mill St to Larrabee St)
24. 12th St (Harris Ave to Larrabee St)
25. Downtown (All of CBD)

*Watershed area can only be cleaned from June 1st thru Sept 30th

Outdoor Worker Task List 2015/2016
Roundabouts and Traffic Calming Islands

1. Northwest Avenue and I-5 (North of I-5)
2. Northwest Avenue and McLeod Road (South of I-5)
3. Cordata Parkway and Westerly Road
4. Wharf Street Roundabout
5. Texas Street and Queen Street
6. Texas Street and Toledo Street
7. Texas Street and Michigan Street
8. Nevada Street and Whatcom Street
9. Nevada Street and Edwards Avenue
10. Ellis Street and Connecticut Street
11. Ellis Street and Maryland Street
12. Cordata Avenue and Horton (dead end of Horton)

Street Islands and Vegetation Strips

1. Lakeway Drive (I-5 to Ellis Street)
2. Barkley Drive (Rimland Drive to Britton Road)
3. East McLeod Road (Sunset Drive to Chandler Drive)
4. Bakerview Road (I-5 to Cordata Avenue)
5. Railroad Avenue (Chestnut Street to Magnolia Street)

Street Division Work

1. Cleanup of transient camps throughout the City of Bellingham working with Claudia Vizcarra, Litter Compliance Officer, 815-1732. This entails cleaning up camps under bridges and other various places (litter and garbage pickup).
2. Maintenance of city sidewalks. This includes scraping and shoveling sod and weeds where the sidewalk meets the curb line and where vegetation is encroaching at the back of the sidewalk.

Natural Resources Items

Stream clean up/ trash removal	Whatcom cr	crews would pick up trash along Whatcom Creek from Woburn St to mouth on regular basis
Stream clean up/ trash removal	Squalicum Cr	crews would pick up trash along Squalicum Creek from Bug Lake to the mouth.
Stream clean up/ trash removal	Padden Cr	crews would pick up trash along Padden Creek from I-5 to mouth on regular basis
Spread mulch at various project sites	City creeks and Lake Whatcom watershed	spread mulch around existing native tree and shrub plantings
Euclid Park		Vegetation Management
Invasive Removal	Agate Bay Preserve	Large scale blackberry removal (5+ acres total)
Invasive Removal	Agate Bay Preserve	Weeding in mixed forest. Remove blackberry, ivy, clematis

EXHIBIT C

Standard Trailer Inventory

TOOLS	STANDARD INVENTORY
VAN:	
First Aid Kit	1
Traffic Cones	6
CREW LEADER:	
First Aid Kit (trail pack type)	1
Phone	1
TRAILER:	
5 Gallon Water Container w/cup holder	1
5 Gallon Gas Can	1
1 Gallon Gas Can	2
Pry Bar	2
Pulaski Axes	7
Wheelbarrows (w/hard tires)	2
Push Broom (road)	1
15" Hand Weeders	7
Anvil Pruners	7
Bow Saw (21")	1
Pitchfork D handle	3
Garden Rakes	2
Leaf Rakes	4
Shovels, Flat	4
Shovels, Round	7
Shovels, Grain	2
Sledge Hammer	2
Weed Eaters	5
Hard Hat w/face shield and ear	7
Rain Gear	7
Boots (safety toe)	8
Gloves	14
Ear Plugs (box 200)	1
Safety Glasses	7

**WHATCOM COUNTY
SHERIFF'S OFFICE**

**BILL ELFO
SHERIFF**




*PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4078
(360) 778-6600*

RECEIVED

JAN 18 2023

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

MEMORANDUM

TO: Satpal Sidhu, County Executive
FROM: Bill Elfo, Sheriff 
RE: 2023/24 Interlocal Agreement between Whatcom County and the City of Bellingham
DATE: October 17, 2022

Enclosed are two (2) originals of a contract between Whatcom County and the City of Bellingham for your review and signature.

▪ **Background and Purpose**

This is a two-year contract for Work Crew services for outdoor clean-up in and around the City of Bellingham.

▪ **Funding Amount and Source**

Funding for these services will come from the City of Bellingham budget.

▪ **Difference from Previous Contract**

Decreased the number of days to be worked per year from 209 to 130. The maximum annual compensation will decrease from \$89,000.00 to \$55,250.00.

Please contact Laurie Reid at x6506 if you have any questions or concerns regarding this agreement.

Encl.