

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202001016

Originating Department:	Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Mini Chain/Jail Transport
Contract or Grant Administrator:	Laurie Reid
Contractor's / Agency Name:	Skagit County

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: 3.08.100
 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: 118180

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

Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>153,411.00</u> (Revenue) 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 purpose of this Agreement is for Whatcom County to provide transportation services along the I-5 corridor for Skagit County prisoners.

Term of Contract: 1 year Expiration Date: 12/31/2020

Contract Routing:	1. Prepared by: LR	Date: 11/07/19
	2. Attorney signoff: _____	Date: <u>11/13/19</u>
	3. AS Finance reviewed: <u>[Signature]</u>	Date: <u>11/15/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: <u>12-9-19</u>
	6. Submitted to Exec.: _____	Date: <u>1-16-2020</u>
	7. Council approved (if necessary): _____	Date: <u>1-28-2020</u>
	8. Executive signed: _____	Date: <u>1-30-2020</u>
	9. Original to Council: _____	Date: <u>2-07-2020</u>

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

THIS AGREEMENT is made and entered into by and between Skagit County, Washington ("Skagit 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 transportation services of prisoners for Skagit County for a period beginning on the First day of January, 2020 and ending on the Thirty-first day of December, 2020. Skagit County and Whatcom County agree to the terms and conditions incorporated herein.

2. RESPONSIBILITIES:

Prior to signing this Agreement, Skagit 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.

Skagit 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:

Provide inmate transportation services via the Northwest Mini-Chain for Skagit County with at least one (1) trip per weekday, the time of which shall be mutually agreeable to Whatcom County and Skagit County, as follows:

- a) To pick up 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) Provide driver and vehicle to accomplish above transportation services. Schedules will be set up in advance by telephone.
- c) The transport system will run 5 days a week, except for holidays, when the larger statewide cooperative transport system is not running, or due to weather events that make it unsafe for travel.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2020 through December 31, 2020, regardless of date of signature.

The terms of this Agreement shall be subject to review and revision in November of 2020 for renewal in January 2021.

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 Skagit 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 Skagit County budget.

Whatcom County shall provide Skagit 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 Skagit 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: \$153,411.00

Quarterly Invoices:

March 31, 2020	\$38,352.75
June 30, 2020	\$38,352.75
September 30, 2020	\$38,352.75
December 31, 2020	\$38,352.75

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 Whatcom County Executive and Sheriff Bill Elfo
- 5.2 Skagit County's representative shall be Sheriff Don McDermott

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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SKAGIT COUNTY:

DATED this 9 day of December, 2019.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**



Lisa Janicki, Chair



Ron Wesen, Commissioner



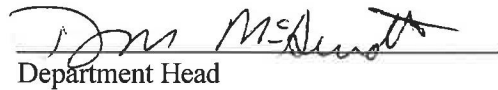
Ken Dahlstedt, Commissioner

Attest:



Clerk of the Board

Recommended:



Department Head

Approved as to form:

 11/27/19

Civil Deputy Prosecuting Attorney
Erik Anderson

Approved as to indemnification:



Risk Manager

Approved as to budget:



Budget & Finance Director

**WHATCOM COUNTY
SHERIFF'S OFFICE**

BILL ELFO
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4038
(360) 778-6600

RECEIVED

DEC 17 2019

**WHATCOM COUNTY
EXECUTIVE'S OFFICE**

MEMORANDUM

TO: Jack Louws, County Executive
FROM: Bill Elfo, Sheriff
RE: 2020 Skagit County Interlocal Northwest Minichain Agreement
DATE: November 7, 2019

Enclosed are two (2) originals of the 2020 Interlocal Cooperative Agreement for Mini-Chain Services between Whatcom County and Skagit County for your review and signature.

▪ **Background and Purpose**

Whatcom County runs the northern leg of the Northwest Shuttle Transport System down the I-5 corridor. This system, part of an informal statewide relay system that began in 1970 to move offenders who were wanted in one county but who had been arrested in another, allows us to generate revenues to help off-set the costs of moving these offenders. Prior to the creation of the Shuttle system, the individual Counties were responsible for retrieving offenders throughout the State who were wanted in their County. This meant that deputies from multiple agencies were traveling to other jurisdictions, sometimes on a daily basis.

As part of the overall shuttle, approximately 14 years ago Whatcom County began contracting with the Counties north of Seattle, and some smaller cities, to move their offenders to and from a central hub. In 2011, Snohomish County decided to discontinue contracting with us, leading us to some changes in the way the northern leg was operated. We continue to contract with Skagit County, Island County, Oak Harbor and Marysville and receive in-kind support from Snohomish County. This agreement allows for Skagit County to pay for inmates being transported for their agency.

▪ **Funding Amount and Source**

This revenue is paid to Whatcom County for services rendered. It is based on Skagit County's estimated percentage of the total County cost of running this system. This year's contract with Skagit County will be a total of \$153,411.00.

▪ **Differences from Previous Contract**

This contract is reviewed annually to ascertain the cost of the upcoming year's expenditures. Skagit County's contract reflects only actual Skagit County transports. Since the number of transports for Skagit County decreased in 2019, their per diem rate for 2020 has decreased by \$3,515.00.

Please contact Wendy Jones at extension 6505, if you have any questions or concerns regarding the terms of this agreement.