

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.

201902005

Originating Department:	Public Works
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Natural Resources/Aquatic Invasive Species 907010
Contract or Grant Administrator:	Gary Stoyka
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 <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval?    Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 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 <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process?    Contract _____ Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Cost Center: <u>169120</u>	
Is this agreement excluded from E-Verify?    No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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"/> 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): \$ <u>123,000.00</u> This Amendment Amount: \$ _____ Total Amended Amount: \$ _____	Council approval required for; all property leases, contracts or bid awards <b>exceeding \$40,000</b> , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, <b>except when</b> : 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: The City of Bellingham will manage the AIS Watercraft Inspection Program for Lakes Whatcom and Samish under a joint City-County AIS Program. The City will schedule and staff outreach and inspection activities and other related events at locations throughout the county.	
Term of Contract:	Expiration Date:    Upon 60 days notice

Contract Routing:	1. Prepared by: <u>Gary S Stoyka</u>	Date: <u>1/15/19</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>1/17/19</u>
	3. AS Finance reviewed: <u>M Caldwell</u>	Date: <u>1/15/19</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: <u>2-8-19</u>
	7. Council approved (if necessary): <u>✓</u>	Date: <u>2-12-19</u>
	8. Executive signed: <u>✓</u>	Date: <u>2-15-19</u>
	9. Original to Council: <u>✓</u>	Date: <u>3-28-19</u>

**INTERLOCAL AGREEMENT BETWEEN  
WHATCOM COUNTY AND THE CITY OF BELLINGHAM FOR  
AQUATIC INVASIVE SPECIES PROGRAM COORDINATION**

**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 risk of AIS introductions into Lake Whatcom and Lake Samish can be reduced by education of watercraft users and inspection of watercraft prior to launching; 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**, a coordinated effort to efficiently provide boat inspection and outreach services, 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**

**Task 1 - Administration:** The City will manage the AIS watercraft inspection program on behalf of the City and County.

**Task 2 – Outreach:** The City will schedule and staff education, outreach and inspection activities, and other related events, at mutually agreed locations in Whatcom County.

**Task 3 – Reporting:** Periodic reports of the program’s status will be provided to the County.

## **2. TERM**

(a) This agreement shall be effective January 1, 2019 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 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 Scope of Work, the County shall reimburse the City for two-fifths (2/5) of the actual labor, equipment, and material expenses incurred for the AIS program, up to the maximum amounts shown in Section 3 (b). The following City expenses are eligible for reimbursement:

1. Inspector and Outreach Labor Costs
2. AIS Coordinator Labor Costs
3. Early Detection Monitoring Costs
4. Lake Risk Assessment Costs
5. Education and Outreach Costs
6. Associated Equipment and Supply Costs

(b) In recognition of the ongoing increases in program costs (notably in the cost of labor and benefits), and the evolving nature of new programs such as AIS, the parties agree to add an 8% inflationary factor to the Annual Compensation amount starting January 1, 2020 and going through three years and ending December 31, 2022. Beginning in 2023, the inflationary factor will be 5% per year. For clarity, the actual Annual Compensation amounts will be the amount of actual expenses up to the maximum annual amounts as follows:

2019: \$123,000  
2020: \$123,000 plus 8% = \$132,840  
2021: \$132,840 plus 8% = \$143,467  
2022: \$143,467 plus 8% = \$154,944  
2023: \$154,944 plus 5% = \$162,691

After 2023: 5% annual increase in maximum annual amount

The maximum yearly amounts shown above may not be exceeded unless agreed to in writing by each party.

- (c) Payments to the City will be made quarterly based on invoices submitted to the County.
- (d) The County shall promptly review and process invoices in accordance with its usual procedures.
- (e) 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:

Clare Fogelsong  
Natural Resources Policy Manager  
Public Works Department  
City of Bellingham  
2200 Nevada Street  
Bellingham, WA 98229  
Phone: (360) 778-7965  
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.

## **11. RECORDATION**

Upon execution of this Agreement, the County shall file a copy of it with the office of its County Auditor pursuant to the requirements of RCW 39.34.

EXECUTED this 13<sup>th</sup> day of February, 2019 for **WHATCOM COUNTY**:



Jack Louws  
County Executive

**DEPARTMENTAL APPROVAL:**



Jon Hutchings  
Public Works Director

**APPROVED AS TO FORM:**



Christopher Quinn  
Prosecuting Attorney's Office

EXECUTED this 5th day of March, 2019 for **CITY OF BELLINGHAM:**



Kelli Linville  
Mayor

**DEPARTMENTAL APPROVAL:**



Ted Carlson  
Director

**ATTEST:**



Finance Director

**APPROVED AS TO FORM:**



Office of the City Attorney

**WHATCOM COUNTY  
PUBLIC WORKS DEPARTMENT**

**Jon Hutchings  
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**

**TO:** The Honorable Jack Louws, Whatcom County Executive  
Honorable Whatcom County Flood Control Zone District Board of Supervisors

**THROUGH:** Jon Hutchings, Public Works Director 

**FROM:** Gary Stoyka, Natural Resources Manager 

**DATE:** January 31, 2019

**RE:** Interlocal Agreement between Whatcom County Flood Control Zone District and the City of Bellingham: Aquatic Invasive Species Program

---

**Requested Action**

Enclosed are two (2) originals of an Interlocal Agreement between Whatcom County and the City of Bellingham for your review and signature for implementation of a joint Aquatic Invasive Species (AIS) program. Public Works respectfully requests that the County Executive, acting for the Whatcom County Flood Control Zone District (FCZD) Board of Supervisors, execute the attached agreement.

**Background and Purpose**

The AIS program is part of the overall Lake Whatcom Management Program, which is a cooperative effort of the FCZD, Whatcom County, the City of Bellingham, and the Lake Whatcom Water and Sewer District. The Public Works Department has been working with the City of Bellingham to coordinate efforts to provide boat inspections services and outreach to watercraft users as part of the AIS Program. Under this Interlocal Agreement, the FCZD will reimburse the City for managing and operating the AIS Watercraft Inspection Program. The City will also coordinate education and outreach activities throughout the County.

**Funding Amount and Source**

FCZD jointly funds the AIS program with the City of Bellingham and the Lake Whatcom Water and Sewer District with a goal that the City and FCZD each contribute 40% of the funding and the District contributing 20%. The City has experienced cost increases over the past several years and has not passed those increases along to the FCZD and District, resulting in the proportion of the program being paid for by the City increasing above their 40% goal. The proposed maximum amount under this contract for 2019 shall not exceed \$123,000 which is the same rate the FCZD paid in 2017 and 2018. This agreement has maximum compensation rate increases of 8% for each of the following three years (2020-2022). These increases are intended to incrementally get the FCZD back up to its 40% funding goal by 2022. Thereafter, total compensation shall increase by 5% per calendar year, which is the annual anticipated cost increase per year for the foreseeable future. These rate increases are annual contract maximums. The actual amount of payment will be no more than 40% of the total annual costs incurred. The City is also entering into a new Interlocal Agreement with the District to incrementally get their contribution to their 20% funding goal.

Funding for 2019 is provided in the Natural Resources Program budget (Fund 169120). Funding for future years will be included in future annual budgets.



Please contact Gary Stoyka at extension 6218, if you have any questions or concerns regarding the terms of this agreement.

Encl.