

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
202102003

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	Corrections/Alternative Programs
Contract or Grant Administrator:	Laurie Reid
Contractor's / Agency Name:	South Whatcom Fire Authority

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? 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:
- 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>1,700.00 per year</u> 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.
Summary of Scope: _____	

This is a revenue generating Agreement for the County. Whatcom County will provide South Whatcom Fire Authority with a Jail Work Crew to assist with basic cleaning/debris pickup and lawn maintenance at Fire Stations.

Term of Contract: 2 years	Expiration Date: 12/31/2022
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Contract Routing:	1. Prepared by: LR	Date: 11/30/20
	2. Attorney signoff: <input checked="" type="checkbox"/>	Date: 12.2.20
	3. AS Finance reviewed: <input checked="" type="checkbox"/>	Date: 12.2.20
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: 1-14-2021
	6. Submitted to Exec.: _____	Date: 2-2-2021
	7. Council approved (if necessary): <input checked="" type="checkbox"/>	Date: 2.9.2021
	8. Executive signed: _____	Date: 2-11-2021
	9. Original to Council: <input checked="" type="checkbox"/>	Date: 2-19-2021

**INTERLOCAL AGREEMENT
For Work Crew Services
by and between
Whatcom County
and
South Whatcom Fire Authority**

THIS INTERLOCAL AGREEMENT (the “Agreement”) is entered into by and between Whatcom County and South Whatcom Fire Authority pursuant to the Washington Interlocal Cooperative Act, Chapter 39.34 RCW. Whatcom County and South Whatcom Fire Authority agree and contract as set forth in this Agreement, including:

- General Conditions, pp. 1 - 2
- Exhibit A (Scope of Work), pp. 3
- Exhibit B (Compensation), pp. 4
- Exhibit C (Standard Trailer Inventory), pp. 5

Copies of these items are attached hereto and incorporated herein by this reference as if fully set forth herein.

GENERAL CONDITIONS

I. PURPOSE: This Agreement between Whatcom County and South Whatcom Fire Authority is for the utilization of a Jail Work Crew for the purpose of assisting with basic cleaning/debris pickup and lawn maintenance at the fire stations. 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 B.

III. SERVICES: Whatcom County agrees to furnish a Jail Work Crew to South Whatcom Fire Authority for the purpose of basic cleaning/debris pickup and lawn maintenance at the fire stations as defined by Exhibit A.

IV. TERM AND TERMINATION: The term of this Agreement shall commence on the first day of January, 2021 and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the thirty-first day of December 2022. Scheduled projects will not exceed a total of either 5 eight-hour days or 4 ten-hour days per year. 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 South Whatcom Fire Authority.

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 South Whatcom Fire Authority and Whatcom County or South Whatcom Fire Authority and any member of the County Jail Work Crew.

IX. MUTUAL INDEMNITY: 1. To the extent of its comparative liability, each party agrees to indemnify 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 there from) which are alleged or proven to be caused by an act or omission, neglect or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the parties, each party shall pay its proportionate share of any damages awarded. 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.

2. Survival of Indemnity Obligations. The parties agree all indemnity obligations shall survive the completion, expiration or termination of this Agreement.

X. RECORDING: Whatcom 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 South Whatcom Fire Authority Fire Chief.

XII. NOTICES: All notices required to be given under this Agreement shall be given in person, or by mail, delivered to the following addresses:

South Whatcom Fire Authority
Administration Office
Attention: Rod Topel, Fire Chief
2050 Lake Whatcom Blvd.
Bellingham, WA 98229

Whatcom County
Sheriff’s Office
Attention: Bill Elfo, Sheriff
311 Grand Ave.
Bellingham, WA 98225

**EXHIBIT A
(SCOPE OF WORK)**

A. The County Shall perform services as follows:

1. Provide one offender work crew averaging four (4) persons, plus a staff crew chief to direct and monitor the work of basic cleaning/debris pickup and lawn maintenance at the fire stations. 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. Exhibit B.
3. Provide Worker's Compensation insurance coverage for the work crew members to the full extent required by law.

B. South Whatcom Fire Authority shall perform services as follows:

1. Provide the schedule of projects to be completed by the 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 Jail Work Crew 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.

EXHIBIT B
(COMPENSATION)

1. The Whatcom County Sheriff's Office will be compensated at the rate of \$340 per 8-hour day or \$425.00 per 10-hour day per offender work crew provided by it to South Whatcom Fire Authority. Scheduled projects will not exceed five 8-hour days or four 10-hour days per year with an annual maximum compensation of \$1,700.00.
2. The Whatcom County Sheriff's Office will invoice South Whatcom Fire Authority with supporting documentation, specifying the dates offender crews were provided.
3. South Whatcom Fire Authority will compensate the Whatcom County Sheriff's Office within 30 days of submittal of an invoice with appropriate support documentation.

**EXHIBIT C
(STANDARD TRAILER INVENTORY)**

TOOLS	STANDARD INVENTORY
VAN:	
First Aid Kit	1
Eye Wash Station plus refill	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
Safety Vests	8
Boots (safety toe)	8
Gloves	14
Ear Plugs (box 200)	1
Safety Glasses	7

EXECUTED this 14th day of January, 2021 for **South Whatcom Fire Authority** by:

Recommended for Approval:

Rod Topel January 14, 2021
Rod Topel, Fire Chief Date

Approved:

see attached

Board Chair, Commissioner Date

Commissioner Date

Commissioner Date

Commissioner Date

Commissioner Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 14 day of January, 2021, before me personally appeared ROD TOPEL, to me known to be the FIRE CHIEF of South Whatcom Fire Authority who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

Gerri Kay Gilmore
NOTARY PUBLIC in and for the State of Washington,
residing at 16408 N Star Rd Ferndale WA
My commission expires 9-1-2024.



Rod Topel

From: Jim Peeples <jimpeeples@whatcomes.org>
Sent: Thursday, January 14, 2021 4:23 PM
To: Rod Topel
Subject: Re: Commissioner Meeting signature documents for meeting held January 14, 2021

The following documents are approved and electronically signed this 14th day of January, 2021, by Commissioner Peeples:

-

Consent Agenda Documents:

- Minutes of the December 10, 2020, SWFA Work Session
- Minutes of the December 10, 2020, SWFA Regular Meeting
- Expense Vouchers, December 2020 - \$68,572.10
- Capital Vouchers, December 2020 - \$2,742.40
- Expense Vouchers, January 2021 - \$46,753.84
- Payroll Gross Wages & Employer Benefits - \$197,377.56 (gross wages and benefits, December 1 -31 overtime)

-

Monthly Commissioner Pay Voucher

-

Resolution 2021-01 – Amending Budget Resolution

-

Interlocal agreement with Whatcom County for work crew services

Electronically Signed by Commissioner Jim Peeples Jan 14th 2021

On Thu, Jan 14, 2021 at 4:19 PM Rod Topel <rtopel@swrfa.org> wrote:

Commissioner Peeples, attached are Consent Agenda Items, Resolution 2021-01, Interlocal Agreement for County work crew services and individual Commissioner pay Voucher that were adopted during the meeting. Please respond to this email with an electronic signature with the following statement:

The following documents are approved and electronically signed this 14th day of January, 2021, by Commissioner Peeples:

Consent Agenda Documents:

Rod Topel

From: James Willson <jamesmwillson@yahoo.com>
Sent: Thursday, January 14, 2021 4:45 PM
To: Rod Topel
Subject: Re: Commissioner Meeting signature documents for Pension Board and Regular Board meeting held January 14, 2021

The following documents are approved and electronically signed this 14th day of January, 2021, by Commissioner Willson:

Pension Board Business:

- Report of September 3, 2020, Accident (Dawson Hunter)
- BVFF Claims:
 1. Hoagland Pharmacy - \$130.51
 2. Infusion Solutions, Inc. - \$12,068.60
 3. Pacific Rim Orthopaedic Surgeons - \$240.00
 4. Family Care Network - \$284.00

Consent Agenda Documents:

- Minutes of the December 10, 2020, SWFA Work Session
- Minutes of the December 10, 2020, SWFA Regular Meeting
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- Capital Vouchers, December 2020 - \$2,742.40
- Expense Vouchers, January 2021 - \$46,753.84
- Payroll Gross Wages & Employer Benefits - \$197,377.56 (gross wages and benefits, December 1 -31 overtime)

Monthly Commissioner Pay Voucher

Resolution 2021-01 – Amending Budget Resolution

Interlocal agreement with Whatcom County for work crew services

On Thursday, January 14, 2021, 04:18:54 PM PST, Rod Topel <rtopel@swrfa.org> wrote:

Rod Topel

From: Stefen Paige
Sent: Thursday, January 14, 2021 4:22 PM
To: Rod Topel; spaige@whatcomes.org
Cc: Carrie Carter
Subject: Re: Commissioner Meeting signature documents for meeting held January 14, 2021

The following documents are approved and electronically signed this 14th day of January, 2021, by Commissioner Paige:

Consent Agenda Documents:

- Minutes of the December 10, 2020, SWFA Work Session
- Minutes of the December 10, 2020, SWFA Regular Meeting
- Expense Vouchers, December 2020 - \$68,572.10
- Capital Vouchers, December 2020 - \$2,742.40
- Expense Vouchers, January 2021 - \$46,753.84
- Payroll Gross Wages & Employer Benefits - \$197,377.56 (gross wages and benefits, December 1 -31 overtime)

Monthly Commissioner Pay Voucher

Resolution 2021-01 – Amending Budget Resolution

Interlocal agreement with Whatcom County for work crew services

From: Rod Topel <rtopel@swrfa.org>
Sent: Thursday, January 14, 2021 4:19 PM
To: spaige@whatcomes.org <spaige@whatcomes.org>; Stefen Paige <SPaige@swrfa.org>
Cc: Carrie Carter <ccarter@swrfa.org>
Subject: Commissioner Meeting signature documents for meeting held January 14, 2021

Commissioner Paige, attached are Consent Agenda Items, Resolution 2021-01, Interlocal Agreement for County work crew services and individual Commissioner pay Voucher that were adopted during the meeting. Please respond to this email with an electronic signature with the following statement:

The following documents are approved and electronically signed this 14th day of January, 2021, by Commissioner Paige:

Consent Agenda Documents:

- Minutes of the December 10, 2020, SWFA Work Session
- Minutes of the December 10, 2020, SWFA Regular Meeting
- Expense Vouchers, December 2020 - \$68,572.10
- Capital Vouchers, December 2020 - \$2,742.40
- Expense Vouchers, January 2021 - \$46,753.84

Rod Topel

From: Bob Ek Dahl <rvek Dahl@comcast.net>
Sent: Saturday, January 16, 2021 5:43 PM
To: Rod Topel
Subject: Signature

The following documents are approved and electronically signed this 14th day of January, 2021, by commissioner Ek Dahl;

Consent Agenda Documents;

Minutes of the December 10, 2020, SWFA Work Session
Minutes of the December 10, 2020, SWFA Regular Meeting
Expense Vouchers, December 2020 - \$68,572.10
Capital Vouchers, December 2020 - \$2,742.40
Expense Vouchers, January 2021 - \$46,753.84
Payroll Gross Wages & Employer Benefits - \$197,377.56 (Gross Wages & Benefits , December 1 -31 overtime)

Monthly Commissioner Pay Voucher

Resolution 2021-01 - Amending Budget Resolution

Interlocal agreement with Whatcom County for work crew services

WHATCOM COUNTY
SHERIFF'S OFFICE

BILL ELFO
SHERIFF



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

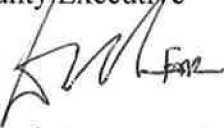
RECEIVED

FEB 2 2021

WHATCOM COUNTY
EXECUTIVE'S OFFICE

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Bill Elfo, Sheriff 

RE: 2021/2022 Interlocal Agreement between Whatcom County and South Whatcom Fire Authority

DATE: November 30, 2020

Enclosed are two (2) originals of an Interlocal Agreement between Whatcom County and South Whatcom Fire Authority for your review and signature.

▪ **Background and Purpose**

This agreement provides a Jail Work Crew for outdoor clean-up at South Whatcom Fire Authority Fires Stations.

▪ **Funding Amount and Source**

Funding for these services will come from South Whatcom Fire Authority's budget with a maximum annual compensation to the County of \$1700 per year.

▪ **Difference from Previous Contracts**

No differences.

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

Encl. (2)