



City Council Agenda Bill

20253

Bill Number

Subject: Whatcom County Interlocal Agreement for Offender Work Crew

Summary Statement: Public Works is seeking an extension of the interlocal agreement with Whatcom County to utilize an Offender Work Crew to perform cleanup and vegetation management throughout the City as needed. The Offender Work Crew will be used to perform tasks that are currently not being performed by existing staff. The Offender Work Crew will help Public Works to maintain rights-of-way that are currently not being cleaned regularly or where vegetation is not being maintained. The Offender Work Crew provides a 5-7 person team that is self-sustaining for \$425.00 per 10-hour shift. This includes supervision, tools, and vehicles to perform cleanup and vegetation maintenance tasks. The program was piloted successfully in the fourth quarter of 2013.

Previous Council Action: 2014 Budget Approval

Fiscal Impact: 2014 City Street Fund = \$40,800.00

Funding Source: Street Fund

Attachments: Interlocal Agreement

Meeting Activity	Meeting Date	Staff Recommendation	Presented By	Time
Consent Agenda	16-Dec-2013	Vote to Approve	Ted Carlson, PW Director	0

Council Committee:

Agenda Bill Contact:

Eric Johnston, PW Assistant Director
778-7700

Committee Actions:

Reviewed By
Ted Carlson, PW Director

Initials
TAC

Date
12/10/13

Council Action:

Legal
Mayor

K.1/BA 12/10/13

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

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

TERMS AND CONDITIONS

I. PURPOSE: This Agreement between the City and the County 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 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 crew averaging five (5) persons, 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. 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: The term of this Agreement shall commence January 1, 2014 and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on December 31, 2014. Scheduled projects will consist of 4-10 hour days, 2 weeks per month with additional work days added if needed.

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. INDEMNIFICATION: The County shall release, defend, indemnify and hold harmless the City from all claims, damages and liabilities arising out of its actions or inactions or the actions or inactions of the County Jail Work Crew in connection with this Agreement. The City shall release, defend, indemnify and hold harmless the County from all claims, damages and liabilities arising out of its actions or inactions in connection with this Agreement.

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: Eric Johnston
2221 Pacific Street
Bellingham, WA 98229-5823

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

EXECUTED this ____ day of 2013 for **WHATCOM COUNTY** by:
Recommended for Approval: _____ Approved as to form: _____

Sheriff

Prosecuting Attorney

Approved:

Accepted for Whatcom County:

By: _____
Jack Louws, Whatcom County Executive

Date

EXECUTED this _____ day of 2013 for the **CITY OF BELLINGHAM** by:

Director of Public Works

Mayor

Approved as to Form:

Attest:

Office of the City Attorney

Finance Director

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared **JACK LOUWS**, 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.

NOTARY PUBLIC in and for the State of Washington,
residing at _____. My commission expires
_____.

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this ____ day of _____, 20 __, before me personally appeared **KELLI LINVILLE**, 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.

NOTARY PUBLIC in and for the State of Washington,
residing at _____. My commission expires
_____.

EXHIBIT A
Compensation

1. The Sheriff's Office will be compensated at the rate of \$425.00 per ten-hour day per offender work crew. Scheduled contracts will consist of four ten-hour days, two weeks per month with additional work days added if needed. The total contract compensation will not exceed \$40,800.00.
2. The Sheriff's Office will invoice the City of Bellingham with supporting documentation, specifying the dates offender 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 2014
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 2014
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 2014
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 Darren Sandstrom, Litter Compliance Officer, 778-8623. 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

EFFECTIVE DATE: January 1, 2014

RE: Standard Trailer Inventory

SHERIFF'S OFFICE OFFENDER CREW 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

