



# City Council Agenda Bill

# 20320

Bill Number

**Subject:** Interlocal Agreement between City of Bellingham and Lake Whatcom Water and Sewer District to finance the 2014 Aquatic Invasive Species (AIS) Boat Inspection Program

**Summary Statement:** The attached Interlocal Agreement between City of Bellingham and Lake Whatcom Water and Sewer District (LWWSD) provides for shared subsidy of boat inspection and related AIS services during 2014. Public Works will provide these services on behalf of the Lake Whatcom Management Program. The proposed agreement is consistent with level-of-service direction provided by the City Council, County Council, and LWWSD Commissioners.

**Previous Council Action:** 2013 Interlocal Agreement, Ordinance #19901 prohibiting release and spread of AIS, #19849 2013 budget amendment, #19848 accepting state grant to finance 2013 program

**Fiscal Impact:** Total program costs are expected to be \$350,000, allocated among the participating governments. Net cost to the City of Bellingham will be approximately \$100,000.

**Funding Source:** Inspection Fees, LWWSD, Whatcom County, COB Water Fund

**Attachments:** Interlocal Agreement with LWWSD

Meeting Activity	Meeting Date	Staff Recommendation	Presented By	Time
Committee Briefing Council Vote Requested	24-Feb-2014	Vote to Approve	Ted Carlson, PW Director	5 min

**Council Committee:**

**Lake Whatcom Reservoir & Natural Resources**

Pinky Vargas, Chair  
Terry Bornemann; Roxanne Murphy

**Committee Actions:**

**Council Action:**

**Agenda Bill Contact:**

Jon Hutchings, Asst. PW Director 778-7977  
Clare Fogelson, Env. Policy Manager 778-7965

Reviewed By	Initials	Date
Ted Carlson, PW Director	TAC	2/18/14
Brian Henshaw, Finance Dir.	BH	2/18/14

Legal	Initials	Date
Mayor	MCS	2/18/14
	KL/BH	2/19/14

**INTERLOCAL AGREEMENT**

**2014 CITY OF BELLINGHAM - LAKE WHATCOM WATER AND SEWER  
DISTRICT**

**LAKE WHATCOM AQUATIC INVASIVE SPECIES PREVENTION PROGRAM**

**WHEREAS**, the City of Bellingham (City) and Lake Whatcom Water and Sewer District (District) have a mutual interest in protecting water resources in the Lake Whatcom Watershed; and

**WHEREAS**, Aquatic Invasive Species (AIS) are capable of impacting water quality, recreational use and the aquatic ecology of Lake Whatcom; and

**WHEREAS**, watercraft are a widely recognized vector for movement and introduction of AIS within and between water bodies; and

**WHEREAS**, the risk of AIS introductions into Lake Whatcom can be reduced by education of watercraft users and inspection of watercraft prior to launching into Lake Whatcom and other Whatcom County waterbodies; and

**WHEREAS**, the City and the District have committed resources to support establishment and operation of an AIS Prevention Program for Lake Whatcom; and

**WHEREAS**, this Agreement is authorized under the Washington State Interlocal Cooperation Act, Chapter 39.34 RCW;

**NOW, THEREFORE, THE CITY OF BELLINGHAM AND LAKE WHATCOM  
WATER AND SEWER DISTRICT AGREE AS FOLLOWS:**

**1. SCOPE OF WORK**

Task 1 - Administration: The City will administer and manage the AIS Prevention Program, including hiring, training, outfitting, scheduling and supervision of program staff.

Task 2 - Reporting: Periodic reports of the program's status will be delivered to the District upon request.

## **2. TERM**

(a) This Agreement shall be effective February 15, 2014 and shall continue through December 31, 2014. The Agreement shall only be renewed, in writing, on terms then agreed to by the parties. The term shall be as stated in the agreement regardless of the date of signature.

(b) This Agreement may be terminated for convenience by either party upon the 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) day's written notice of default and an opportunity to cure.

## **3. PAYMENT**

(a) The District shall reimburse the City for AIS prevention program costs, including but not limited to staff outfitting and wages. The maximum payable under this Agreement is \$50,000.

(b) Payments to the City will be made monthly based on invoices submitted to the District. All payments hereunder are considered reimbursement for services rendered. Reimbursements hereunder shall not create an employment relationship between the District and any City staff, nor shall it confer any ownership or management rights in the District to any property or assets acquired by the City under the AIS prevention program.

(c) The District shall promptly review and pay the invoice in accordance with its usual procedures.

(d) A short program update shall accompany each invoice.

## **4. PERSONS RESPONSIBLE FOR ADMINISTRATION OF THE AGREEMENT**

The City designates the Public Works Natural Resources Policy Manager, or his/her designee, as its person responsible for administration of the this Agreement. The District designates its General Manager, or his/her designee, as its person responsible for administration of this Agreement.


**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.

**6. DEFENSE, INDEMNIFICATION, HOLD HARMLESS**

Each party shall defend, indemnify and hold the other harmless from and against any and all cost or liability for damage to persons or property arising from the negligent acts or omissions of itself or its elected officials, employees or agents in relation to this Agreement.

EXECUTED, this the 12 day of February, 2014, for the LAKE WHATCOM WATER AND SEWER DISTRICT:

  
LWWS General Manager


Approved as to Form:

  
District Legal Counsel

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, for the CITY OF BELLINGHAM:

\_\_\_\_\_  
Mayor

Departmental Approval:

  
Department Head

Attest:

\_\_\_\_\_  
Finance Director

Approved as to Form:

\_\_\_\_\_  
Office of the City Attorney