



City Council Agenda Bill

20321

Bill Number

Subject: Interlocal Agreement between City of Bellingham and Whatcom County to finance the 2014 Aquatic Invasive Species (AIS) Boat Inspection Program

Summary Statement: The attached Interlocal Agreement between City of Bellingham and Whatcom County 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 Lake Whatcom Water and Sewer District (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 Whatcom County

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 Fogelsong, 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	MMS	2/18/14
Mayor	KL/BSH	2/19/14

**INTERLOCAL AGREEMENT – 2014 BETWEEN THE
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 W 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 April 1, 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 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 a maximum amount of SEVENTY THOUSAND DOLLARS (\$70,000). The maximum amount payable under the Agreement of \$70,000 may not be exceeded unless agreed to in writing by each party. 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) Payments to the City will be made quarterly based on invoices submitted to the County.

(c) The County shall promptly review and process invoices in accordance with its usual procedures.

(d) 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) 676-6876
Fax: (360) 738-2468

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 _____ day of February, 2014 for **WHATCOM COUNTY:**

Jack Louws
County Executive

DEPARTMENTAL APPROVAL:

APPROVED AS TO FORM:

Frank Abart
Director

Daniel L. Gibson
Prosecuting Attorney's Office

EXECUTED this _____ day of February, 2014 for **CITY OF BELLINGHAM:**

ATTEST:

Kelli Linville
Mayor

DEPARTMENTAL APPROVAL:

Finance Director

APPROVED AS TO FORM:

Ted Carlson
Director

Office of the City Attorney