

 ORIGINAL

Whatcom County Contract

No. 201801001

**INTERLOCAL COOPERATIVE AGREEMENT
NORTHWEST MINICHAIN WITH THE CITY OF OAK HARBOR**

THIS AGREEMENT is made and entered into by and between the City of Oak Harbor, Washington ("The City of Oak Harbor") and Whatcom County, Washington ("Whatcom County") pursuant to the authority granted by Chapter 39.34 RCW, INTERLOCAL COOPERATION ACT.

1. PURPOSE:

The purpose of this Agreement is to provide transportation services of prisoners for The City of Oak Harbor for a period beginning on the First day of January, 2018 and ending on the Thirty-first day of December, 2018. The City of Oak Harbor and Whatcom County agree to the terms and conditions incorporated herein.

2. RESPONSIBILITIES:

Prior to signing this Agreement, the City of Oak Harbor has determined that there exists a public need for the services to be provided hereunder, and that it is appropriate that public funds be expended to meet this need.

The City of Oak Harbor acknowledges Whatcom County's operational control of its jail facilities and agrees that prisoners transported on the Northwest Mini-Chain bus by Whatcom County will be subject to Whatcom County Jail policies and procedures.

Whatcom County covenants to perform the following transportation services:

- a) To pick up inmates from any Northwest Mini-Chain contracted city or county jail along the I-5 corridor, with King County Jail being the southernmost point.
- b) The City of Oak Harbor will insure that its inmates are transported to Skagit County at their own cost and will be responsible to insure that the inmates are at Skagit County prior to Whatcom County's arrival for pickup. Whatcom County will transport the City of Oak Harbor inmates south to Snohomish County and/or King County.
- c) Provide driver and vehicle to accomplish above transportation services. Schedules will be set up in advance by telephone.

3. TERM OF AGREEMENT:

The term of this Agreement shall be from January 1, 2018 through December 31, 2018, regardless of date of signature.

The term of this Agreement shall be subject to review and revision in November of 2018 for renewal in January 2019.

4. MANNER OF FINANCING:

Funds for the payments of services to be rendered under this Agreement have been budgeted, allocated and are available for this purpose. This Agreement shall not obligate the City of Oak Harbor in excess of the balance of funds available for this purpose, nor shall it obligate Whatcom

County to perform services which are not budgeted. The source of funds is the City of Oak Harbor budget.

Whatcom County shall provide The City of Oak Harbor with an invoice for services rendered on a quarterly basis. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

This compensation is calculated on the actual percentage of usage by The City of Oak Harbor of the total cost of the Northwest Mini-Chain Transport System, and as such will not require a quarterly breakdown of actual transports.

Annual Compensation: \$6,376.00

Quarterly Invoices:

March 31, 2018	\$1,594.00
June 30, 2018	\$1,594.00
September 30, 2018	\$1,594.00
December 31, 2018	\$1,594.00

5. ADMINISTRATION: The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under or greater than this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

- 5.1 Whatcom County's representatives shall be Whatcom County Executive Jack Louws, and Sheriff Bill Elfo
- 5.2 The City of Oak Harbor's representative shall be Chief Kevin Dresker.

6. TREATMENT OF ASSETS AND PROPERTY: No fixed assets or personal or real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement.

7. INDEMNIFICATION: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agree to save, indemnify and hold the other party harmless from any such liability. It is further provided that no liability shall attach to Whatcom County by reason of entering into this contract except as expressly provided herein.

8. TERMINATION: Any party hereto may terminate this Agreement upon thirty (30) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. 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 any consequence or liability against the County or WCSO, employees, officials, agents,

or volunteers. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

9. **CHANGES, MODIFICATIONS, AMENDMENTS AND WAIVERS:** The 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. The term of this Agreement may be extended by mutual agreement of the parties; provided, however, that the Agreement is in writing and signed by both parties.

10. **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 which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

11. **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.

12. **ARBITRATION:** This Agreement shall be governed by Laws of the State of Washington. Unless otherwise agreed by the parties hereto, any controversy or claim arising out of or relating to this Agreement that remains unresolved after negotiation shall be settled by binding arbitration before an agreed upon arbitrator in accordance with the applicable American Arbitration Association (AAA) rules in effect on the date hereof. Each Party shall pay all their own costs, fees and expenses of arbitration but share equally in the Arbitrator's fees and costs.

CITY OF OAK HARBOR
Recommended for Approval:

[Signature] 12-21-17
Chief Kevin Dresker Date

Approved as to form:

[Signature] 12/21/17
City Attorney Date

Approved:

Accepted for the City of Oak Harbor
[Signature] 12.20.17
Mayor, City of Oak Harbor Date

STATE OF WASHINGTON)

) ss.

CITY OF OAK HARBOR)

On this 20 day of DECEMBER, 20 17, before me personally appeared ROBERT SEVENNS, to me known to be the Mayor of the City of Oak Harbor and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

[Signature]
NOTARY PUBLIC in and for the State of Washington, residing at Oak Harbor, WA. My commission expires 12/23/19.

CONTRACTOR INFORMATION:

The City of Oak Harbor

Mailing Address:
865 SE Barrington Drive
Oak Harbor, WA 98277
Contact Name: Chief Kevin Dresker
Contact Phone: 360.279.4600
Contact Fax: 360.279.4609
Email: KDresker@oakharbor.org

