

**Contract for Work Crew Services
by and between
Whatcom County
and
The City of Lynden**

Whatcom County and The City of Lynden 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: The general purpose or objective of this Agreement is to provide general yard maintenance at various City of Lynden locations, as more fully and definitively described in Exhibit A hereto. The language of Exhibit A controls in case of any conflict between it and that provided here.

II. PAYMENT: Whatcom County shall be paid in accordance with Exhibit B.

III. SERVICES: Whatcom County agrees to furnish a Jail Work Crew to the City of Lynden for the purpose of yard maintenance as defined by Exhibit A.

IV. TERM AND TERMINATION: The term of this Agreement shall commence on the first day of January, 2025, and shall, unless terminated or renewed as elsewhere provided in the Agreement, terminate on the thirty-first day of December, 2026. 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 the City of Lynden.

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 of Lynden and Whatcom County or the City of Lynden and any member of the 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 therefrom) 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.

XI. RESPONSIBLE PERSONS: The persons responsible for administration of this Agreement shall be the Whatcom County Chief of Corrections and the City of Lynden Public Works Director.

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

City of Lynden
Public Works
Attention: Steve Banham, P.E.
300 4th St.
Lynden, WA 98264

Whatcom County
Sheriff's Office/Corrections Bureau
Attention: Caleb Erickson, Chief of Corrections
311 Grand Ave.
Bellingham, WA 98225

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EXHIBIT A
(SCOPE OF WORK)

A. The County shall perform services as follows:

1. Provide one offender work crew, plus a staff crew chief to direct and monitor the work of basic cleaning/debris pickup, removal and lawn maintenance at various City of Lynden locations. Such projects shall include, but are not limited to: weed whacking, trimming, weed pulling, grass and blackberry cutting. 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 assigned projects, plus crew member safety clothing of reflective vest, safety helmet, rain gear, gloves, plus eye and ear protection for safe equipment operation. Exhibit C.
3. Provide Worker's Compensation insurance coverage for the work crew members to the fullest extent required by law.

B. The City of Lynden 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 \$42.50 per hour or \$340 per 8-hour day or \$425.00 per 10-hour day per offender work crew provided by it to the City of Lynden. Scheduled projects shall not exceed 120 hours or fifteen 8-hour days or twelve 10-hour days per year. The annual contract compensation will not exceed \$5,100.00.
2. The Whatcom County Sheriff's Office will invoice the City of Lynden with supporting documentation, specifying the dates offender crews were provided.
3. The City of Lynden 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 _____ day of _____, 20 ____ for the **CITY OF LYNDEN** by:

Approved as to form:

City Attorney Date

Approved:

Mayor Date

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this _____ day of _____, 20 __, before me personally appeared _____, to me known to be the MAYOR of the City of Lynden 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
_____.