

**INTERLOCAL AGREEMENT  
between  
CITY OF BELLINGHAM  
and  
WHATCOM COUNTY**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is entered into by and between the **CITY OF BELLINGHAM** (the "City"), a municipal corporation of the State of Washington, and **WHATCOM COUNTY** (the “County”), a municipal corporation of the State of Washington. The City and the County may be referred to collectively herein as the “Parties”.

**1. PURPOSE:** The purpose of this Agreement is to set forth the terms and conditions upon which the City will provide the Whatcom County Sheriff’s Office (“WCSO”) with access to and use of the City of Bellingham’s 800MHz Radio Network (“800 Network”).

**2. SCOPE OF SERVICES:**

- 2.1** The City will provide WCSO with access to and use of its 800 Network. The 800 Network is owned and operated by the City, and maintained and managed by the City’s Communications and Electronics Shop (“City Radio Shop”).
- 2.2** WCSO will be responsible for the purchase of subscriber units (mobile and portable radios, or “Radios”) authorized for use on the 800 Network. Authorized equipment is limited to Kenwood subscriber units capable of operation on a Nexedge Gen2 trunked platform.
- 2.3** Operation on the 800 Network requires that the Radios be programmed and activated in the Network by the City Radio Shop or an approved vendor working in partnership with the City Radio Shop. Initial development of programming template and activation will be included in the one-time set up fee.
- 2.4** Maintenance and repair services for Radios is the responsibility of WCSO and is not included within the scope of this Agreement. The County may separately contract for City-provided maintenance and repair services for WCSO Radios or utilize an outside authorized Kenwood dealer for repair services. All programming and code plug changes will be performed by the City Radio Shop unless otherwise authorized in writing by the City Communications & Electronics Manager.
- 2.5** In exchange for the subscriber fees below, the City will provide access to the Network and the assignment of three (3) unique talk groups for

exclusive use by WCSO. The assignment and use of additional talk groups will result in additional charges as outlined below.

- 2.6 For no additional fees or charges, the City will include appropriate talk groups in use for interoperability with Emergency Services. The template for standard operating procedure for use of those talk groups is to be determined by operational requirements of the Public Safety Agencies involved and subject to modification over time.
- 2.7 The City Radio Shop is solely responsible for the operation and maintenance of the Network and has staff on call 24/7/365 days a year. The City will provide WCSO with emergency contact information for reporting perceived Network failures or other performance issues.

**3. PAYMENT:**

- 3.1 Payment for use of the Network will be on a per subscriber unit / per month basis. The subscriber fee shall be \$20.00 per Radio per month through 2022 and begin on the first full month the Radio is active and in service. After that, the City will evaluate the subscriber fee and make any necessary adjustments on an annual basis and shall notify the County in writing by September 1 of the year preceding the rate change. Any change to the subscriber fee will be effective January 1 of the following year, and any change in rate will not exceed 25% of the previous year's rate.
- 3.2 The base rate of \$20.00 per radio per month includes the assignment of three (3) unique talk groups to WCSO to use as they wish. Additional talk groups will increase the monthly rate by \$5.00 per month per additional talk group. The City may waive the additional charge based upon the amount of traffic additional talk groups add to the system.
- 3.3 There will be an initial one-time account set up fee of \$250.00 which will cover code plug development, creation of the new account on the Network, activation on the Network, and setup of an account on the Over-The-Air-Programming (OTAP) application.
- 3.4 Upon activation of a Radio, the City will invoice the County for that Radio for the remainder of that calendar year (starting with the first full month). That Radio will then be added to WCSO's subscriber list, available to WCSO by request at any time.

Prior to January 1 of each year, the City will invoice WCSO for the next twelve (12) months for each Radio on the WCSO subscriber list .

**3.5** The City will not activate radios for terms shorter than twelve (12) months after the initial activation period. Any WCSO requests to deactivate a quantity of radios mid-year, and any request for an associated refund, will be determined by the City on a case-by-case basis in its sole discretion.

**3.6** Payment shall be made within thirty (30) days of receipt of invoice. Delinquent amounts shall accrue interest at the rate of 12% per annum.

**4. RELATIONSHIP TO THE PARTIES:** The parties agree that they are each an independent entity operating pursuant to the terms and conditions of this Agreement. No agent, employee, servant or representative of any party shall be deemed to be an employee, agent, servant or representative of any other party for any purpose. Each party will be solely and entirely responsible for its acts and for the acts of its agents, employees, and servants during the term of this agreement.

**5. INDEMNIFICATION.**

Each party agrees to protect, defend, appear, save harmless and indemnify each other party from and against all claims, suits and actions arising from the intentional or negligent acts or omissions of such party, its agents or employees in the performance of this Agreement. Notwithstanding the foregoing, the City shall not be responsible to WCSO for any liabilities or losses incurred as a result of Network malfunction allegedly caused in whole or in part by the City's work (or lack thereof) on such equipment. The City's obligations under this paragraph are further limited by Paragraphs 11 and 12 of this Agreement.

**6. EXTENT OF AGREEMENT:** This Agreement contains all of the terms and conditions agreed upon by the parties. The parties agree that there are no other understandings, oral or otherwise, regarding the subject matter of this Agreement.

**7. MODIFICATION:** No changes or modifications of this Agreement shall be valid or binding upon either party to this Agreement unless such changes or modifications be in writing and executed by authorized representatives of both parties.

**8. RECORDING:** The City shall record this Agreement with the Whatcom County Auditor or post it on the City's website in accordance with the Interlocal Cooperation Act, Chapter 39.34 RCW.

**9. RESPONSIBLE PERSONS:** The person responsible for administration of this Agreement on behalf of each party shall be the Director of Public Works and Deputy Director of the Whatcom County Sheriff's Office Division of Emergency Management, or other Sheriff's designee. All correspondence, letters or other notices shall be directed to the foregoing parties at the following addresses/phone numbers:

Director of Public Works  
Eric Johnston  
City of Bellingham  
210 Lottie Street  
Bellingham, WA 98226  
(360) 778-7900

Deputy Director,  
Division of Emergency Management  
Whatcom County Sheriff's Office  
311 Grand Avenue  
Bellingham, W A 98225  
(360) 778-7160

**10. TERM; TERMINATION:** This Agreement shall be effective beginning the date of signature and continue in full force and effect unless and until terminated by either party upon the giving of ninety (90) days written notice to the other, at which time any remaining financial obligations for services rendered prior to termination shall be paid in full.

**11. WARRANTIES: THE CITY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE 800 NETWORK OR RADIO PROGRAMMING OR ACTIVATION AND IN NO EVENT SHALL THE CITY BE LIABLE TO THE COUNTY OR ANY OTHER PERSON FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR LOSS OF ANY KIND ARISING OUT OF ANY ALLEGED DEFECT IN THE PROVISION OF THE SERVICES OR WORK UNDER THIS AGREEMENT..**

**12. DIRECTION AND CONTROL:** The parties hereto do not intend to create any separate or legal administrative entity by this Agreement but, rather, intend for this mutual Agreement to govern for the purposes contained herein.

**13. STATUS OF AGREEMENT:** This Agreement is in addition to, and is not intended to replace, substitute, modify or otherwise amend any other agreement between the City and the County. This Agreement is only limited to the purposes stated herein. The other agreements continue in effect according to the terms of those agreements.

**14. SEVERABILITY:** If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, that holding shall not affect or impair, in any manner, the validity, legality or enforceability of the remainder of this Agreement.

EXECUTED this 22<sup>nd</sup> day of April, 2022 for WHATCOM COUNTY SHERIFF by:

*Sajpal Sidhu*

Whatcom County Executive

*[Signature]*

Whatcom County Sheriff

Approved as to Form:

Brandon Waldron (via email) 03/25/2022  
Whatcom County Prosecuting Attorney

EXECUTED this 5<sup>th</sup> day of May, 2022 for CITY OF BELLINGHAM by:

Departmental Approval:

*[Signature]*  
Seth Fleetwood, Mayor

*[Signature]*  
Eric Johnston, Public Works Director

Attest:

*[Signature]*  
Finance Director

Approved as to Form:

*[Signature]*  
Office of the City Attorney