

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
201905008

Originating Department:	Public Works
Division/Program: (i.e. Dept. Division and Program)	Ferry Division--908000
Contract or Grant Administrator:	Chantelle Hilsinger
Contractor's / Agency Name:	WCFPD #8

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement?
 Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded?
 Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: 444200

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional.
- Contract work is for less than \$100,000.
- Contract work is for less than 120 days.
- Interlocal Agreement (between Governments).
- Contract for Commercial off the shelf items (COTS).
- Work related subcontract less than \$25,000.
- Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 2500.00
 This Amendment Amount:
 \$ _____
 Total Amended Amount:
 \$ _____

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when**:

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope: RCW 52.30.020, requires that municipal corporations having properties within or adjacent to the boundaries of a fire protection district shall contract for fire protection services necessary for the protection and safety of personnel and property when such protection is not otherwise provided.

This is a multi-year agreement that spans from 2019 through 2022. The established pricing over the next four years is listed in the enclosed Interlocal Agreement.

Term of Contract: 4 years Expiration Date: 12/31/2022

Contract Routing:	1. Prepared by: <u>Chantelle Hilsinger</u> CH	Date: <u>04/17/19</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>4/17/2019</u>
	3. AS Finance reviewed: <u>bbennett</u>	Date: <u>04/19/2019</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____ ✓	Date: _____
	6. Submitted to Exec.: _____ ✓	Date: <u>5-10-19</u>
	7. Council approved (if necessary): _____ ✓	Date: <u>5.21.19</u>
	8. Executive signed: _____ ✓	Date: <u>5.22.19</u>
	9. Original to Council: _____ ✓	Date: <u>5-30-19</u>

**INTERLOCAL AGREEMENT
FOR
FIRE PROTECTION SERVICES**

This Interlocal Agreement (the "**Agreement**") is entered into this 22nd day of May, 2019, in accordance with the provisions of the Interlocal Cooperation Act, R.C.W. 314.34, by and between the Whatcom County Fire Protection District No. 8, a Washington municipal corporation, (the "**District**") and Whatcom County, a Washington municipal corporation (the "**County**"). The County and the District are collectively referred to herein as the "**Parties**."

WHEREAS, the District is organized and equipped to provide fire protection to structures and equipment and other properties within its boundaries; and

WHEREAS, the County owns and operates the structures at the Gooseberry Point Ferry Terminal (the "**Terminal**") which is located within the geographic boundaries of the District; and

WHEREAS, RCW 52.30.020, requires that municipal corporations having properties within or adjacent to the boundaries of a fire protection district shall contract for fire protection services necessary for the protection and safety of personnel and property when such protection is not otherwise provided; and

WHEREAS, the parties hereto recognize the advantages to be gained in the services to be provided to the citizens;

**NOW, THEREFORE, WHATCOM COUNTY and WHATCOM COUNTY FIRE
PROTECTION DISTRICT NO. 8 AGREE AS FOLLOWS:**

1. **PURPOSE:** The purpose of this agreement is to contract fire protection services for the Gooseberry Point Ferry Terminal pursuant to RCW 52.30.020
2. **TERM:** The term of this Interlocal Agreement shall commence on the 1st day of January, 2019, with the full execution of this document by all parties and the filing of this Interlocal Agreement as set forth in RCW 39.34.040. This Interlocal Agreement shall terminate on the 31st day of December, 2022. The agreement may be administratively extended for an additional five (5) two (2) year periods by mutual written agreement, unless terminated or renewed as elsewhere provided in the Interlocal Agreement.
3. **SCOPE OF SERVICES PROVIDED BY THE DISTRICT:** The District will provide fire protection services to the property and all persons at the Terminal on the same basis as such protection is rendered to other areas within the District. In this regard, this Agreement shall not be construed to provide a special relationship or other exception to the Public Duty Doctrine that would require the District to provide a level of service to the Terminal than is different from the level of service provided in the balance of the District. In the event of simultaneous emergencies at the Terminal and elsewhere in the District, the District shall have discretion as to when and how the District responds to each emergency.
4. **PAYMENT.** The County shall pay the District annually for such services an amount determined by applying the prevailing operational millage rate for the District to the value of the

Terminal. For the purposes of this agreement the value shall be the replacement value as reported (or corrected if needed) in the 14 Year Ferry Capital Program.

The County shall provide an annual payment (the “**Annual Payment**”) to the District in accordance with RCW 52.30.020 and for the other services outlined here. The Annual Payment will be paid within 30 days upon receipt of an invoice received from the District. The Annual Payment represents payment for all services provided by the District.

5. **The Fee.** The Flat Fee will be \$2500.00 per year for 2019 and 2020. The fee will increase to \$2625.00 per year for 2021 and 2022.

6. **Notices.** All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the other Party at its address as any Party may designate at any time in writing to the following addresses:

TO COUNTY: WHATCOM COUNTY PUBLIC WORKS
ATTN: Ferry Coordinator
322 N. Commercial Street, Suite 110
BELLINGHAM, WA 98225

TO DISTRICT: WHATCOM COUNTY FIRE PROTECTION DISTRICT NO. 8
1800 Broadway
BELLINGHAM, WA 98225

7. **No Liability for Either Party.** Except as expressly provided herein, neither Party shall be liable to the other arising from emergency services provided at the Terminal or services provided pursuant to this Agreement.

8. **Mutual Releases.** Except as specifically provided herein, the County and the District hereby forever releases or discharges each other, its officers, officials, employees, volunteers and/or agents from any claim arising from emergency services provided at the Terminal or services provided pursuant to this Agreement.

9. **Liability to Other Party - Damage or Destruction to Apparatus or Equipment.** Except as expressly provided herein, neither the County nor the District shall be obligated to pay the other Party for any damage to or destruction of any apparatus or equipment used in services provided pursuant to this Agreement. This provision shall not apply to the extent this provision would void applicable casualty insurance available to provide payment for the damage or loss of such apparatus or equipment. It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of casualty insurance as opposed to seeking reimbursement from other Party.

9. **Liability to Third Parties – Waiver of Industrial Insurance Protection.** The term “**third party**” means any person, firm or entity other than the Parties hereto. With regard to the emergency services provided at the Terminal or services provided pursuant to this Agreement, each Party shall be responsible for all liability arising from or related to the negligent acts or

willful conduct of that Party, its officers, officials, employees, volunteers and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers and/or agents. ***Each Party specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW for claims brought by a Party against the other Party based upon a claim asserted by an employee or volunteer of the other Party.***

10. **Liability and Casualty Insurance.** For the duration of this Agreement, each Party shall maintain its own public liability and property damage insurance with amounts of coverage as solely determined by each respective Party against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of this Agreement by its officers, officials, employees or volunteers. This insurance requirement may be satisfied by a policy or policies of insurance or a self insurance retention program adopted by a Party.

11. **Waiver of Subrogation.** To the extent permitted by the applicable insurance policies, each Party hereby waives any right of subrogation against the other Party. In this regard each Party utilizing a self insurance retention program waives subrogation for any payment there under.

12. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

13. **Modification.** This Agreement represents the entire agreement between the Parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the Parties unless executed in writing by authorized representatives of each of the Parties. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealings between the Parties.

14. **No Third Party Beneficiaries.** This Agreement shall not be construed to provide any benefits to any third parties, including but not limited to the employees or volunteers of any Party. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

15. **Binding on Successors.** This Agreement shall be binding on the successor agency of the District (either by merger, annexation or the creation of a fire authority) that provides the services noted herein in the geographic boundary of the District.

16. **Entire Agreement.** The entire agreement between the Parties hereto is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to the terms and conditions herein. This Agreement may be amended only by written instrument executed by the Parties subsequent to the date hereof.

17. **Recording.** Upon execution by the parties, this interlocal agreement shall be recorded in the offices of the Whatcom County Auditor pursuant to the requirements of RCW 39.34.

**WHATCOM COUNTY FIRE
PROTECTION DISTRICT NO. 8**




FIRE CHIEF

WHATCOM COUNTY



Jack Louws, Whatcom County Executive

Recommended for Approval:



Jon Hutchings, Whatcom County Public Works Director

Approved as to form:



5/9/19

Christopher Quinn, Senior Deputy Prosecuting Attorney-Civil Division

**WHATCOM COUNTY
PUBLIC WORKS DEPARTMENT**

**JON HUTCHINGS
DIRECTOR**



CIVIC CENTER
322 N. Commercial Street, Suite 210
Bellingham, WA 98225-4042
Telephone: (360) 778-6200
FAX: (360) 778-6201

RECEIVED
MAY 10 2019

**JACK LOUWS
COUNTY EXECUTIVE**

M E M O R A N D U M

To: The Honorable Jack Louws, Whatcom County Executive and
Honorable Members of the Whatcom County Council

Through: Jon Hutchings, Public Works Director *JH*

From: Chantelle Hilsinger, Ferry Coordinator *CH*

Re: Interlocal Agreement with W.C F.P.D. #8 for fire protection services

Date: May 3, 2019

Enclosed are two (2) originals of the Interlocal Agreement for fire protection services between Whatcom County and Whatcom County Fire Protection District No. 8 for your review and signature.

Background and Purpose

RCW 52.30.020, requires that municipal corporations having properties within or adjacent to the boundaries of a fire protection district shall contract for fire protection services necessary for the protection and safety of personnel and property when such protection is not otherwise provided.

This is a multi-year agreement that spans from 2019 through 2022. The established pricing over the next four years is listed in the enclosed Interlocal Agreement.

Funding Amount and Source

There are adequate funds in the 2019 and 2020 ferry budgets for this expenditure. Adequate funding will be provided in subsequent ferry budgets as well.

Please contact Chantelle Hilsinger at extension 6235 or Randy Rydel at 6217 if you have any questions regarding this action.

Encl.