

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

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 #11

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?
 Yes No If yes, RFP and Bid number(s): _____ Contract 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): \$ 285.00 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: <ol style="list-style-type: none"> Exercising an option contained in a contract previously approved by the council. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. Bid or award is for supplies. Equipment is included in Exhibit "B" of the Budget Ordinance 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.
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Summary of Scope: Through an existing Communications Agreement with Whatcom County Fire District 11, the Whatcom Chief and crew are issued pagers to summon the ferry crew when Medical, Fire, Law Enforcement or other resources need transport to or from the island. This supplemental notification system will provide an additional method for the ferry crew to be summoned if needed.
 This is a multi-year agreement that spans from 2019 through 2024.

Term of Contract: 6 years Expiration Date: 12/31/2024

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

**WHATCOM COUNTY CONTRACT
ATTORNEY REVIEW**
[submit via electronic transmittal]

Whatcom County Contract No.

<i>Originating Department:</i>	<i>Public Works—Ferry Division</i>
<i>Contact Person:</i>	<i>Chantelle Hilsinger</i>
<i>Contractor's Name:</i>	<i>WCFPD #11</i>
<i>First Review:</i> <input checked="" type="checkbox"/> Approved As Is; Prepare Hardcopy for Signoff <input type="checkbox"/> Needs Revision ; Attorney Comments for suggested changes:	
<i>Second Review:</i> <input type="checkbox"/> Implemented Attorney Corrections as Indicated <input type="checkbox"/> Approved ; Prepare Hardcopy for Signoff <input type="checkbox"/> Additional Corrections Needed ; Attorney Comments for suggested changes:	
<i>Please indicate any Special Dates or clauses that require calendaring:</i>	

Leave this page attached to summary coversheet until final signoff by attorney. Do not leave attached when routing to Contractor for signature.

**INTERLOCAL AGREEMENT
TO PROVIDE
SUPPLEMENTARY NOTIFICATION SYSTEM**

THIS AGREEMENT is made and entered into this ____day of _____, 2019 between WHATCOM COUNTY PUBLIC WORKS, a division of Whatcom County (hereinafter "WCPW"); and WHATCOM COUNTY FIRE CHIEF'S ASSOCIATION (hereinafter "WCFCA").

WHEREAS, WCPW is the entity which manages and controls the operations of the Lummi Island Ferry "Whatcom Chief"; and

WHEREAS, Through a Communications Agreement with Whatcom County Fire District 11, the Whatcom Chief and crew are issued pagers to summon the ferry crew when Medical, Fire, Law Enforcement or other resources need transport to or from the island; and

WHEREAS, the radio system used to activate the pagers is vulnerable to outages; and

WHEREAS, WCFCA is the subscriber to lamResponding, a supplemental notification system for public safety agencies; and

WHEREAS, WCPW desires to provide a supplemental notification system to the Whatcom Chief and crew; and

NOW, THEREFORE, in consideration of the mutual benefits contained herein, IT IS AGREED as follows:

1. Term. The Term of this agreement shall commence on or before _____, 2019, and shall terminate December 31, 2024. The agreement may be terminated by either party by giving notice of such intent in writing to the other party at least ninety days in advance of the effective date of termination. If terminated by WCFCA, any fees paid in advance will be pro-rated and returned to WCPW.
2. Agency Fee. WCPW shall pay WCFCA \$285 annually upon receipt of invoice for the term of this agreement.
3. Point of Contact. Each party shall authorize one individual within its agency to execute the provisions of this agreement. Each party shall notify the other with said individuals name and contact information.
4. Notice. Any notice sent pursuant to this agreement shall be sent to

Whatcom County Public Works
Attn: Ferry Coordinator
322 N. Commercial St, Suite 210
Bellingham, WA 98225

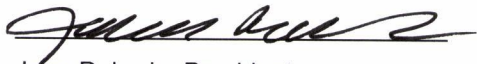
and to:

Whatcom County Fire Chief's Association,
Attn: President
215 4th Street, Lynden, WA 98264

5. Miscellaneous Provisions. This document contains the complete agreement of the parties and may not be modified unless done so in writing and signed by all parties hereto. In the event of any default hereunder, the non-defaulting party shall be entitled to reasonable attorney's fees and costs incurred in connection with the enforcement of this agreement. This agreement shall be construed and enforced in accordance with the laws of the State of Washington. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.
6. Benefits. This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
7. Filing/Web Site. This Agreement shall either be filed with the County Auditor or by listing on either party's website in accordance with RCW 39.34.040.

**WHATCOM COUNTY FIRE CHIEF'S
ASSOCIATION**

WHATCOM COUNTY



Jerry Debruin, President
Executive



Jack Louws, Whatcom County

Recommended for Approval:



Jon Hutchings, Whatcom County Public Works Director

Approved as to form:



Christopher Quinn, Senior Deputy Prosecuting Attorney-Civil Division
INTERLOCAL AGREEMENT TO PROVIDE
SUPPLEMENTARY NOTIFICATION SYSTEM