

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
**201905007**

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? 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):  
 \$ 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:**

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:** 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: 5-10-19
	7. Council approved (if necessary): ✓	Date: 5.21.19
	8. Executive signed: ✓	Date: 5.22.19
	9. Original to Council: ✓	Date: 5-30-19

INTERLOCAL AGREEMENT  
TO PROVIDE  
SUPPLEMENTARY NOTIFICATION SYSTEM

**THIS AGREEMENT** is made and entered into this 22<sup>nd</sup> day of May, 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 May 22, 2019, 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 4<sup>th</sup> 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



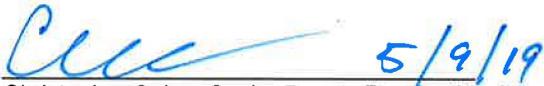
Jack Louws, Whatcom County

**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

**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**

**M E M O R A N D U M** JACK LOUWS  
COUNTY EXECUTIVE

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. #11 to provide supplementary  
notification system

Date: May 3, 2019

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Enclosed are two (2) originals of the Interlocal Agreement to provide supplementary notification system between Whatcom County and Whatcom County Fire Protection District No. 11 for your review and signature.

**Background and Purpose**

Through an existing Communications Agreement with Whatcom County Fire Protection 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 to 2024. The flat yearly pricing is \$285.00.

**Funding Amount and Source**

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

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

Encl.