

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201909012-1

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	Emergency Management
Contract or Grant Administrator:	Robert Greene
Contractor's / Agency Name:	City of Bellingham

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: 201909012

Does contract require Council Approval? Yes No If No, include WCC: 3.08.100
Already approved? Council Approved Date: 10/25/2019 (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: 13511014.7060

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

If YES, indicate exclusion(s) below:

<input type="checkbox"/> Professional services agreement for certified/licensed professional.	<input type="checkbox"/> Goods and services provided due to an emergency
<input type="checkbox"/> Contract work is for less than \$100,000.	<input type="checkbox"/> Contract for Commercial off the shelf items (COTS).
<input type="checkbox"/> Contract work is for less than 120 days.	<input type="checkbox"/> Work related subcontract less than \$25,000.
<input checked="" type="checkbox"/> Interlocal Agreement (between Governments).	<input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):

\$ 125.00 hr

This Amendment Amount:

\$ 25.00 hr

Total Amended Amount:

\$ 150.00 hr

Summary of Scope:

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.

This Amendment is the City exercising its rate increase from \$125 an hour to \$150 an hour. This funding for this will come from the radio budget 13511014.

Term of Contract: Ongoing	Expiration Date: Ongoing
Contract Routing:	1. Prepared by: <u>Robert Greene</u> Date: <u>12/31/2025</u> 2. Attorney signoff: <u>Andrea Waldron (exec)</u> Date: <u>1/5/2026</u> 3. AS Finance reviewed: <u>M Caldwell</u> Date: <u>1/7/26</u> 4. IT reviewed (if IT related): <u>N/A</u> 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:

**FIRST MODIFICATION TO INTERLOCAL
AGREEMENT CONTRACT # 201909012 / C2500690**

The **CITY OF BELLINGHAM**, a first class municipal corporation of the State of Washington (hereinafter the "City"), and **WHATCOM COUNTY** (hereinafter the "County"), a municipal corporation of the State of Washington, agree as follows:

1. **EXISTING AGREEMENT MODIFIED:** The City and the County entered into the Interlocal Agreement, dated October 11, 2019, which is incorporated herein by this reference (hereinafter the "Agreement"). The parties hereby modify that Agreement.
2. **MODIFICATIONS TO EXISTING AGREEMENT:** The Agreement is modified in the following respects:
 - 2.1 The labor rate set forth in Section 3 is hereby increased to \$150 per hour, effective January 1, 2026.
3. **TERMS AND CONDITIONS OF EXISTING AGREEMENT REMAIN THE SAME:** The parties agree that, except as specifically provided in this modification, the terms and conditions of the Agreement continue in full force and effect.

EXECUTED, this the _____ day of _____, 202 , for the **WHATCOM COUNTY**

Whatcom County Executive



Whatcom County Sheriff

Approved as to Form

Whatcom County Civil Deputy Attorney

EXECUTED, this the _____ day of _____, 2025, for the **CITY OF BELLINGHAM**:

Departmental Approval:

**Mayor
Attest:**

Department Head

Approved as to Form:

Finance Director

Office of the City Attorney

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

201909012

Originating Department:	Sheriff's Office
Division/Program: (i.e. Dept. Division and Program)	Division of Emergency Management
Contract or Grant Administrator:	John Gargett
Contractor's / Agency Name:	City of Bellingham

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? 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: *Various*

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

If YES, indicate exclusion(s) below:

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

Contract Amount:(sum of original contract amount and any prior amendments):

\$ Hourly rate = \$90.00 for 2019

This Amendment Amount:

\$ _____

Total Amended Amount:

\$ _____

Summary of Scope:

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.

To enter into an Interlocal Agreement with the City of Bellingham and set forth the terms and conditions upon which the City of Bellingham may install, maintain, and repair communications equipment for the Whatcom County Sheriff's Office upon written request.

Term of Contract:	Expiration Date: Ongoing
-------------------	--------------------------

Contract Routing:	1. Prepared by: <u>Frances Burkhart</u>	Date: <u>08/16/2019</u>
	2. Attorney signoff: <i>dg</i>	Date: <i>8/29/19</i>
	3. AS Finance reviewed: <i>MD</i>	Date: <i>9/3/19</i>
	4. IT reviewed (if IT related):	Date: _____
	5. Contractor signed:	Date: _____
	6. Submitted to Exec.: <i>✓</i>	Date: _____
	7. Council approved (if necessary):	Date: _____
	8. Executive signed: <i>✓</i>	Date: _____
	9. Original to Council: <i>✓</i>	Date: <i>9-5-19</i>
		Date: <i>9.24.19</i>
		Date: <i>9.26.19</i>
		Date: <i>10-25-19</i>

COUNTY ORIGINAL

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 may install, maintain and repair communications equipment for the Whatcom County Sheriff's Office ("WCSO") upon written request.

2. SCOPE OF SERVICES:

- 2.1** The City may provide maintenance and repair services for two-way communications equipment to WCSO both at the City's Pacific Street Communications Shop and as requested at various WCSO locations utilizing two-way radio equipment. Equipment includes mobile, portable, and fixed base radio equipment in use by the WCSO, as well as accessories for that equipment including headsets, chargers, intercom systems, etc. WCSO equipment will be placed on the same scheduling priority as similar City equipment, with city equipment of the same priority given preference, except as the City may otherwise determine is in the best interest of the City.
- 2.2** The City may provide installation services of mobile and fixed base radio equipment and other emergency services related equipment such as emergency lights and sirens, which is purchased by WCSO and provided to the City for installation. Any equipment purchased by the City at WCSO's request shall be reimbursed at cost. Installation of equipment will be performed either at the Pacific Street communications Shop or at WCSO facilities, at the City's option. WCSO will be placed on the same scheduling priority as similar City equipment, with City equipment of the same priority given preference, except as the City may otherwise determine is in the best interest of the City.
- 2.3** The City Communications Shop may provide services as required relating to the interface and or repair of WCSO's remote mountain top equipment to the WhatComm or Prospect Dispatch Centers ("Dispatch Centers"). Services may include any work required at dispatch related to repair of or

upgrades to the WCSO system components that exist outside the Dispatch Centers.

Examples of services to include, but not limited to:

- a. Assisting a WCSO vendor in troubleshooting backhaul from their mountain top radio sites to the Dispatch Centers;
- b. Assisting a vendor in testing and troubleshooting remote mountain top radio equipment;
- c. Implementing configuration changes at the Dispatch Centers as required due to WCSO system changes;
- d. Reconfiguring City owned backhaul equipment to accommodate any WCSO system changes.

- 2.4** The City may work with WCSO to establish a preventative maintenance plan for all the WCSO communications equipment. The City may establish a schedule by which it will test WCSO radio equipment to ensure that equipment is operating within FCC specifications.
- 2.5** The City has a communications shop with staff on call 24/7/365 days a year. The City will provide the same availability to the WCSO for use in the event of an emergency.

3. PAYMENT:

- 3.1** Payment for communications repair and installation services will be on a time and materials basis. The labor rate shall be \$90.00 per hour through 2019. After that, the City will evaluate the shop rate and make any necessary adjustments on an annual basis. Any change to the shop rate will be effective January 1 of each year.
- 3.2** Payment for service provided outside the normal business hours of 0630 to 1700, Monday-Friday, and on designated holidays as outlined in the current labor settlement for AFSCME #114 shall be billed at the rate of 1.5 times the current standard shop rate.
- 3.3** The City shall invoice WCSO for work performed under this Agreement. Invoices will be issued within 30 days of the end of the previous quarter. 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 independent entities 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 equipment 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
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 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 THE PARTS AND MATERIALS USED IN THE INSTALLATION, MAINTENANCE OR REPAIR OF WCSO'S EQUIPMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE PARTS AND MATERIALS ARE PURCHASED ON THE OPEN MARKET AND IN NO EVENT SHALL THE CITY BE LIABLE TO THE COUNTY OR ANY OTHER PERSON, REGARDLESS OF CAUSE, FOR THE EFFECTIVENESS OF THE PARTS OR MATERIALS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR OCCASIONED BY THE PARTS OR MATERIALS OR SERVICES PROVIDED HEREUNDER.

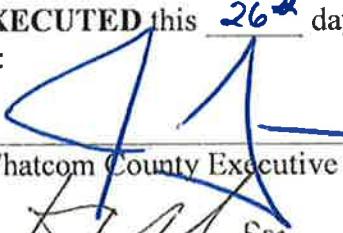
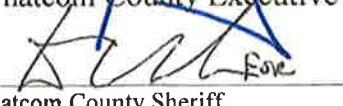
12. CONSEQUENTIAL DAMAGES: In no event and under no circumstances shall the City be liable to the County for any interest loss of anticipated revenue, increased expense of operations, loss by reason of shutdown or non-operation, or for any consequential, indirect or special damages.

13. 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.

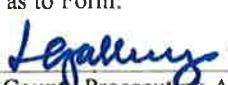
14. STATUS OF AGREEMENT: This Agreement is in addition to, and is not intended to replace, substitute, modify or otherwise amend any other agreement between the City and WCFPD#7. This Agreement is only limited to the purposes stated herein. The other agreements continue in effect according to the terms of those agreements.

15. 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.

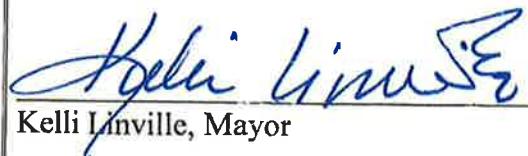
EXECUTED this 26th day of September, 2019 for **WHATCOM COUNTY**
by:

Whatcom County Executive

Whatcom County Sheriff


Approved as to Form:


Whatcom County Prosecuting Attorney
Civil Deputy

EXECUTED this 11th day of October, 2019 for **CITY OF**
BELLINGHAM by:


Kelli Linville, Mayor

Departmental Approval:


Ted A. Carlson, Public Works
Director 

Attest:


Finance Director

Approved as to Form:


Matt Stumpf
Office of the City Attorney

WHATCOM COUNTY
SHERIFF'S OFFICE
BILL ELFO
SHERIFF



PUBLIC SAFETY BUILDING
311 Grand Avenue
Bellingham, WA 98225-4038
(360) 778-6600

RECEIVED

MEMO

SEP 5 - 2019

JACK LOUWS
COUNTY EXECUTIVE

To: Jack Louws, County Executive

From: Sheriff Bill Elfo, Director *B. Elfo*
John Gargett, Deputy Director
Whatcom County Sheriff's Office Division of Emergency Management

Subject: Interlocal Agreement between City of Bellingham and Whatcom County
Install, Maintain, and Repair Communications Equipment

Date: August 19, 2019

Enclosed are two originals of the Interlocal Agreement between the City of Bellingham and Whatcom County that sets forth the terms and conditions upon which the City of Bellingham may install, maintain, and repair communications equipment for the Whatcom County Sheriff's Office.

- Background and Purpose

Whatcom County Sheriff's Office is responsible for the public safety communications network, including maintenance and repair services for two-way communications equipment of the backbone infrastructure and for first responder use by the Whatcom County Sheriff's Office and other law enforcement agencies in Whatcom County.

To date, services have been provided on an ad hoc basis using a variety of private companies and public agencies. The City of Bellingham Radio Shop is in the best position to analyze, troubleshoot, and undertake initial steps to remediate problems as they also provide the same services to WhatCOMM-911, Prospect Fire Dispatch, the fire districts, and the City of Bellingham, all of whom are critical users of the Law Enforcement Network. The City of Bellingham Radio Shop, with this interagency perspective, is in the unique position to effectively identify problems in the Radio Network on a 24/7 basis.

This Interlocal Agreement establishes the terms and conditions upon which the City of Bellingham may install, maintain, and repair communications equipment for the Whatcom County Sheriff's Office.

This is an ongoing agreement that may be terminated by either party upon ninety (90) days written notice.

- Funding Amount and Source

Funding for this ongoing communications service comes from existing budget authority within the Whatcom County Sheriff's Office and the Northwest Law Enforcement Radio Network (NWLRN).

If you have questions, please contact John Gargett at 778-7160.