

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Sheriff's Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Division of Emergency Management
Contract or Grant Administrator:	John Gargett
Contractor's / Agency Name:	Port of Bellingham
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/>	
Yes <input checked="" type="radio"/> No <input type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> 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 <input checked="" type="radio"/> No <input type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Contract _____ Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Cost Center: _____	
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> 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): \$ 0 _____ This Amendment Amount: \$ 0 _____ Total Amended Amount: \$ 0 _____	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"> 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:	
To establish a Memorandum of Understanding between Whatcom County and the Port of Bellingham for the use of an All Hazards Alert Broadcast (AHAB) Warning System that is owned by Whatcom County and located at the Port of Bellingham.	
Term of Contract:	Expiration Date: Upon 180 days notice by either party.

Contract Routing:	1. Prepared by: <u>F Burkhart</u> Date: <u>02/17/2021</u> 2. Attorney signoff: <u>B Waldron, via email</u> Date: <u>02/10/2021</u> 3. AS Finance reviewed: <u>M Caldwell, via email</u> Date: <u>02/12/2021</u> 4. IT reviewed (if IT related): _____ Date: _____ 5. Contractor signed: <u>Rob Fix</u> Date: <u>10/07/2020</u> 6. Submitted to Exec.: _____ Date: _____ 7. Council approved (if necessary): _____ Date: _____ 8. Executive signed: _____ Date: _____ 9. Original to Council: _____ Date: _____
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**MEMORANDUM OF UNDERSTANDING
ALL HAZARDS ALERT BROADCAST WARNING SYSTEM
WHATCOM COUNTY AND PORT OF BELLINGHAM**

This Memorandum of Understanding between the Whatcom County Sheriff's Office Division of Emergency Management, 311 Grand Avenue, Bellingham, WA 98225, and the Port of Bellingham, 1801 Roeder Avenue, Bellingham, WA, hereby agree to the provisions and statements outlined below for the use of an All Hazards Alert Broadcast Warning System.

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO:

Define the procedures and responsibilities between Whatcom County Sheriff's Office Division of Emergency Management and the Port of Bellingham for the use, maintenance, and repair of the All Hazards Alert Broadcast Warning System (referred to as AHAB).

NOW THEREFORE, in consideration of the above, the parties agree to the following:

A. Definitions:

1. Memorandum of Understanding - This Memorandum of Understanding is not a contract. Commitments and obligations made in this Memorandum of Understanding represent a full and good faith intentions by the Whatcom County Sheriff's Office Division of Emergency Management and the Port of Bellingham to meet them, yet are not intended to be enforceable.

B. To Mutually Agree that the Objectives of this Memorandum of Understanding are to:

1. Provide an All Hazard Alert Broadcast Warning Siren at coordinates 48°43'12.99"North Latitude and 122°30'48.31" West Longitude to provide tone and voice alert and notification devices for hazardous situations.
2. Define that ownership of the All Hazard Alert Broadcast Warning Siren remains with Whatcom County Sheriff's Office Division of Emergency Management.
3. Define that All Hazard Alert Broadcast Warning Siren equipment upgrades, and the cost of equipment upgrades, will be by mutual agreement between Whatcom County Sheriff's Office Division of Emergency Management and the Port of Bellingham.

C. Functions/Roles/Tasks of Agencies/Parties to the Memorandum of Understanding:

1. Whatcom County Sheriff's Office Division of Emergency Management shall:
 - a. Provide an All Hazard Alert Broadcast Warning Siren for use to Port of Bellingham.

- b. Pursue grant funding for All Hazard Alert Broadcast Warning Siren equipment upgrades, as appropriate.
- c. Provide training on the site activation of the All Hazard Alert Broadcast Warning Siren to the Port of Bellingham.
- d. Manage the Whatcom County Sheriff Office All Hazard Alert Broadcast Warning Network.
- e. Incorporate this siren into the Whatcom County Sheriff Office All Hazard Alert Broadcast Warning Network.
- f. Develop an annual testing and training plan to include activation by State, Prospect, and first responders;
- g. Coordinate with the State of Washington for maintenance of the equipment and battery replacement.

2. Port of Bellingham shall:

- a. Provide power, as required, to the battery system used in the All Hazard Alert Broadcast Warning Siren.
- b. Provide technicians for training on the activation and use of the All Hazard Alert Broadcast Warning Siren.
- c. Maintain the area around the pole to ensure it is free from weeds, bushes, trees, etc.
- d. Ensure no obstacles block satellite signal acquisition, particularly in the southern sky.
- e. Upon dissolution of this Agreement, return the All Hazard Alert Broadcast Warning Siren to Whatcom County upon request.

D. Terms and Conditions

Term of Memorandum of Understanding: This Memorandum of Understanding shall be effective as of the last date of signature below and shall remain in effect, unless terminated by either party, as provided herein.

Renewal of Memorandum of Understanding: This Memorandum of Understanding must be reviewed and renewed every three years from the last date of signature below.

Termination: Either party may terminate this Memorandum of Understanding by giving written notice to the other, at the address first noted herein, of such termination and specifying the effective date thereof with a minimum of one hundred and eighty (180) days prior to the effective date of such termination. The party terminating this agreement will pay for all removal and remediation costs associated with removal.

Amendments: This Memorandum of Understanding shall only be amended by written mutual consent of both parties through a Memorandum of Understanding amendment to this Agreement.

Liability: Each party to this Contract shall assume the risk of any liability arising from its own acts or omissions to the extent permitted by law. Neither party agrees to insure, defend or indemnify the other.

E. Project Coordinators

The Project Coordinator for the Port of Bellingham is the Emergency Management & Security Officer (360) 676-2500.

The Project Coordinator for Whatcom County Sheriff's Office Division of Emergency Management is the Deputy Director of the Whatcom County Sheriff's Office Division of Emergency Management (360) 676-6881.

PORT OF BELLINGHAM

By: _____

Rob Fix, Executive Director

Date: 10/7/20

WHATCOM COUNTY SHERIFF'S OFFICE

By: _____

Bill Elfo, Whatcom County Sheriff

Date: 02/18/21

Approved as to form:

By: per email 02/10/2021

Print Name: Brandon Waldman

Title: Deputy Prosecutor

Approved:

Accepted for Whatcom County:

By: _____

Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)

COUNTY OF WHATCOM)

On this ____ day of _____, 2020, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.

NOTARY PUBLIC in and for the State of Washington, residing at

My Commission Expires _____