

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No. \_\_\_\_\_

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   
 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:

- 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):  
 \$ Hourly rate = \$90.00 for 2019  
 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:

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: _____	Date: <u>8/20/19</u>
	3. AS Finance reviewed: _____	Date: <u>9/3/19</u>
	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: _____

**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.

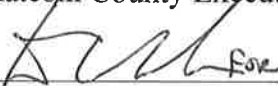
**13. DIRECTION AND CONTROL:** The parties hereto do not intend to create any separate or legal administrative entity by this Agreement but, rather, intend for this mutual Agreement to govern for the purposes contained herein.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2019 for **WHATCOM COUNTY**  
by:

\_\_\_\_\_  
Whatcom County Executive

  
\_\_\_\_\_  
Whatcom County Sheriff

Approved as to Form:

  
\_\_\_\_\_  
Whatcom County Prosecuting Attorney

**Civil Deputy**

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019 for **CITY OF BELLINGHAM** by:

**Departmental Approval:**

\_\_\_\_\_  
Kelli Linville, Mayor

\_\_\_\_\_  
Ted A. Carlson, Public Works  
Director

**Attest:**

**Approved as to Form:**

\_\_\_\_\_  
Finance Director

\_\_\_\_\_  
Office of the City Attorney