INTERLOCAL AGREEMENT
between
CITY OF BELLINGHAM
and
WHATCOM COUNTY FIRE DISTRICT #8

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 FIRE DISTRICT #8** (the "District"), a municipal corporation of the State of Washington. The City and the District 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 installations upon request.

2. **SCOPE OF SERVICES:**

2.1 The City may provide maintenance and repair services for two-way communications equipment installations to the District both at the City's Communications Shop and as requested at various District locations utilizing two-way radio equipment. This includes portable radios, pagers, and mobile radios. This agreement is intended to cover all repairs unrelated to the radio equipment itself. Examples would include but are not limited to 12v power problems on vehicles, antenna system issues on vehicles, or upfitting required for new vehicle installations. District repairs will be placed on the same scheduling priority as Bellingham Fire Department equipment.

2.2 The City will 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 the District and provided to the City for installation. Any equipment purchased by the City at the District's request shall be reimbursed at cost. Installation of equipment will be performed either at the Communications Shop or as requested at various District locations utilizing two-way radio equipment. The District will be placed on the same scheduling priority as the Bellingham Fire Department.

2.3 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 District for use in the event of an emergency at the agreed rates.

3. **PAYMENT:**

3.1 Payment for communications repair and installation services will be on a time and materials basis. The labor rate shall be $125.00 per hour through 2023. 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 PNWE #1937 shall be billed at the rate of 1.5 times the current standard shop rate.

3.3 The City shall invoice the District for work performed under this Agreement. Payment shall be made within thirty (30) days. 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 the District 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 the District Fire Chief. 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	Fire Chief Bill Hewett WCFD #8 1800 Broadway Bellingham, WA (360) 778-8416

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 SERVICES PROVIDED HEREUNDER OR THE PARTS AND MATERIALS USED IN THE INSTALLATION, MAINTENANCE OR REPAIR OF THE DISTRICT'S EQUIPMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANT ABILITY 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 DISTRICT 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 District 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 the District. 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 20 day of March, 2023 for **WHATCOM COUNTY FIRE DISTRICT #8** by:

Bill Hewett, Fire Chief

EXECUTED this 29th day of March, 2023 for **CITY OF BELLINGHAM** by:

Seth Fleetwood, Mayor

Departmental Approval:

Eric Johnston, Public Works Director

Attest:

Finance Director

Approved as to Form:

Office of the City Attorney