

INTERAGENCY AGREEMENT
Between
Whatcom County Emergency Medical Services and
the Fire Protection District 7

The Fire Protection District 7 (hereinafter the "District"), a self-governing fire protection district, and Whatcom County, through Whatcom County Emergency Medical Services (hereinafter the "County"), a municipal corporation, in consideration of the mutual covenants herein, agree as follows:

I. Purpose:

This agreement (hereinafter "Agreement") is to reimburse the District for expenses incurred as related to the unanticipated catastrophic engine failure of Paramedic Unit 45, the primary vehicle (Medic Unit) for the District serving the NW region of Whatcom County.

1. The parties recognize that the District's Paramedic Unit 45 serves multiple communities as part of a regionally supported EMS System.
2. The EMS System realizes there were unanticipated costs incurred by the District as related to the engine failure. The District will share the costs of the engine replacement with Whatcom County EMS where the EMS Levy supports costs associated with equipment replacement per RCW 84.52.069. (EMS Levies).

II. Financial Agreement:

1. This payment captures unanticipated costs associated with the engine replacement of Paramedic Unit 45 serving Whatcom County for a total of **\$6,154.91**. These shared costs are demonstrated in **Exhibit A** as related to the replacement of the diesel engine on Medic 45 (Budget Detail).
2. Per the original agreements, (Contract No. 201711026) the county agreed to provide reimbursement for qualified expenses related to the operations of Medic 45. While the Levy fund provides funds for routine maintenance and operations, it did not include funds for these types of major mechanical failures. Budget authority for this reimbursement was approved at the June 25, 2023 county council meeting.

IV. Responsibilities of the District:

1. The District will equally split the cost of the diesel engine replacement where the total cost is \$12,309.82. The District will pay \$6,154.91 of the total cost.

2. The District will invoice the County and provide adequate documentation for the identified unanticipated costs associated with the engine replacement for Medic 45.

V. Responsibilities of the County:

The County shall provide **\$6,154.91** to the District as a one-time payment for expenses related to the Medic 45 engine replacement.

VI. Term of Agreement:

This Agreement shall be deemed completed once payment has been received by the District and will under no circumstances terminate later than December 31, 2023.

VII. Records Maintenance:

Each party to this Agreement shall maintain books, records, documents, and other evidence, which relate to the terms of this Agreement. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, State officials so authorized by law, and in the case of the County, the office of the State Auditor.

VIII. Relationship of the Parties:

The parties agree that each is an independent entity operating pursuant to the terms and conditions of this agreement. No agent, employee, or representative of either party shall be deemed to be an agent, employee, or representative of the other party for any purpose unless requested otherwise in writing per the scope of this agreement. Each party shall be solely and entirely responsible for the acts of its agents, employees and representatives during the term of this agreement.

IX. Entire Agreement:

This agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

X. Authority:

The parties represented and covenant that signatories to this document are authorized agents of their respective agency.

IN WITNESS WHEREOF, Whatcom County and the Fire Protection District #7 have executed this Interlocal Agreement on the date and year below written.

DATED this _____ day of _____, 2023.

Each person signing this Contract represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

Fire Protection District #7:

Larry Hoffman, Fire Chief

Attest:

Patty Markel, Finance Administrator

**WHATCOM COUNTY:
Recommended for Approval:**

Christopher Quinn per email 8/10/23
Christopher Quinn, Prosecuting Attorney

Approved:
Accepted for Whatcom County:

By: _____
Satpal Singh Sidhu, Whatcom County Executive

Exhibit "A"
Budget Detail

WCEMS FD7 Engine Replacement Cost	
Half of total engine replacement cost	\$6,154.91
TOTAL	\$6,154.91

Exhibit "B"
Engine Repair Quote



INVOICE

Marlin's Auto Service

899 E. Pole Rd.
Lynden, WA. 98264
Phone: 360-354-4976 Fax: 360-354-0646
We Install Dependability

INVOICE

124395

Printed Date: 06/09/2023 Work Completed: 06/09/2023

WCDF#7
PO BOX 1599
Ferndale, WA 98248
Primary 360-815-1618 ROB

2021 Ford - E-450 Super Duty - 7.3L, V8 (445CI) VIN(N)
Lic # : C3124D Odometer In : 103725
Unit # : 615 *617*
VIN # : 1FDXE4FN0 MDC26804

Part Description	Qty	Sale	Ext	Labor Description	Ext
LONG BLOCK *WARRANTY* 2 YEAR UNLIMITED MILES	1.00	6,957.14	6,957.14	LONG BLOCK - Remove & Replace - w/Adaptive Cruise Control - [Includes: R&I Front Bumper Assembly, R&I Headlamp Assemblies. Includes: R&I Radiator.	3,690.00
ANTIFREEZE	4.00	19.95	79.80	Includes: R&I Radiator Support.	
BULK 5W30 Shield Choice Syn Blend Oil-GF 5 spec	8.00	6.25	50.00	Includes: Recover, Evacuate and Recharge Air Conditioning System.] - [Consis	
Oil Filter	1.00	11.84	11.84	RESURFACE EXHAUST MANIFOLDS	250.00
EXHAUST GASKETS	2.00	15.84	31.68	RECHARGE A/C SYSTEM AND CHECK FOR LEAKS	123.00
INTAKE GASKETS	8.00	3.27	26.16	Hazardous Materials	25.00
REFRIGERANT	2.60	22.86	59.44		
LEAK DETECTION DYE	1.00	12.95	12.95		
Shop Supplies			18.00		

[Recommendations]
REAR BRAKES HAVE ABOUT 30% REMAINING.

Org. Estimate 0.00 Revisions 17,030.77 Current Estimate 17,030.77

Revision # 1, Previous Estimate Amount: 0.00, Additional Cost: 17030.77, Revised Estimate: 17030.77, Parts: \$11949.11 Labor: \$3690.00 Sublet: \$0.00 Taxes & Fees: \$1391.66 Authorized by: , Date: 5/30/2023, Time: 9:54 AM, Initiated By: Shop, Written By: T. TIM

Revision # 2, Previous Estimate Amount: 17030.77, Additional Cost: 0.00, Revised Estimate: 17030.77, Authorized by: , Date: 5/30/2023, Time: 9:54 AM, Initiated By: Shop, Written By: T. TIM

Labor:	3,813.00
Parts:	7,247.01
Sublet:	250.00
HazMat:	25.00
SubTotal:	11,335.01
Tax:	974.81
Total:	12,309.82
Bal Due:	\$12,309.82

[Payments -]

Vehicle Received: 5/11/2023

Customer Number : 9737