

WHATCOM COUNTY CONTRACT INFORMATION SHEET

Whatcom County Contract No. _____

Originating Department: _____	
Division/Program: <i>(i.e. Dept. Division and Program)</i> _____	
Contract or Grant Administrator: _____	
Contractor's / Agency Name: _____	
<p>Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No</p> <p>Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____</p> <p>Does contract require Council Approval? Yes No If No, include WCC: _____</p> <p>Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)</p> <p>Is this a grant agreement? Yes No If yes, grantor agency contract number(s): _____ ALN: _____</p> <p><small>Complete ALN field if contract involves direct federal grants/ cooperative agreements or pass-through federal funds.</small></p> <p>Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____</p> <p>Is this contract the result of a RFP or Bid process? Contract</p> <p>Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____</p> <p>Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.</p> <p>If YES, indicate exclusion(s) below:</p> <p><input type="checkbox"/> Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency</p> <p><input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</p> <p><input type="checkbox"/> Contract work is for less than 120 days. <input type="checkbox"/> Work related subcontract less than \$25,000.</p> <p><input type="checkbox"/> Interlocal Agreement (between Governments). <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</p>	
<p>Contract Amount:(sum of original contract amount and any prior amendments):</p> <p>\$ _____</p> <p>This Amendment Amount:</p> <p>\$ _____</p> <p>Total Amended Amount:</p> <p>\$ _____</p>	<p>Council approval required for; all property leases, all Interlocal agreements, contracts or bid awards exceeding \$75,000, and grants exceeding \$40,000 and and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when:</p> <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: _____	
Term of Contract: _____	Expiration Date: _____

Contract Routing:	1. Prepared by: _____	Date: _____
	2. Attorney signoff: _____	Date: _____
	3. AS Finance reviewed: _____	Date: _____
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Executive contract review: _____	Date: _____
	7. Council approved, if necessary: _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

**INTERLOCAL AGREEMENT FOR
EMERGENCY MEDICAL SERVICES ON GALBRAITH MOUNTAIN 2025-2027
WHATCOM COUNTY – CITY OF BELLINGHAM**

WHATCOM COUNTY, a political subdivision of the State of Washington (hereinafter the “County”), located at 311 Grand Avenue, Bellingham, WA 98225 and the **CITY OF BELLINGHAM**, a first-class municipal corporation of the State of Washington (hereinafter the “City”), with offices at 210 Lottie Street, Bellingham, WA 98225, in consideration of the mutual covenants herein, do agree as follows:

WHEREAS, historically the South Whatcom Fire Authority (“SWFA”) has provided Basic Life Support (BLS) emergency medical services to popular recreational areas located on forestlands outside SWFA’s jurisdictional boundaries;

WHEREAS, these areas include the City’s 2,200-acre recreational easement on Galbraith Mountain and other nearby forestlands (altogether the “Areas”);

WHEREAS, in the State of Washington, forestlands without structures, like the Areas served by SWFA, are excluded from all fire service providers’ jurisdiction, so fire districts and fire authorities have no duty and receive no funding to serve these forestlands;

WHEREAS, providing emergency medical services to these Areas puts an uncompensated demand on SWFA resources;

WHEREAS, SWFA first raised the issue of uncompensated demand on its resources in July of 2023, and in September of 2024, SWFA proposed a fee for providing BLS emergency medical services to recreational users of Galbraith Mountain and other nearby forestlands;

WHEREAS, in December 2024, SWFA formally notified the County by letter that it would be building new response plans that exclude these Areas, which are outside of SWFA’s jurisdictional boundaries;

WHEREAS, the County and City understand SWFA incurs an uncompensated financial burden by providing emergency medical services to recreational users of Galbraith Mountain and other nearby forestlands;

WHEREAS, the County and City recognize that providing emergency medical services on Galbraith Mountain and other nearby forestlands that are popular recreational areas presents a unique challenge. No fire service provider has a duty to serve these Areas. They are located outside the City’s jurisdiction in unincorporated Whatcom County. However, the City is responsible for managing recreational use of Galbraith Mountain through a recreational use easement;

WHEREAS, the City has agreed to compensate SWFA for the emergency medical services it provides on Galbraith Mountain and other nearby forestlands that are popular recreational areas to avoid a halt in this service;

WHEREAS, pursuant to RCW 39.34.080, the City has contracted with SWFA to provide first response BLS emergency medical services on Galbraith Mountain and other nearby forestlands that are popular recreational areas; and

WHEREAS, the County seeks to partner with the City to support the funding of BLS emergency medical services provided by SWFA to these Areas by entering into this Interlocal Agreement (“Agreement”).

NOW THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

1. **PURPOSE:** This Agreement sets out the terms of financial assistance provided by the County to the City to jointly fund the BLS emergency medical services provided by SWFA to the City’s 2,200-acre recreational easement on Galbraith Mountain and other nearby forestlands that are popular recreational areas located outside SWFA’s jurisdictional boundaries.

2. **TERM OF AGREEMENT.** Notwithstanding the date of execution hereof, this Agreement shall be in effect from 1/1/2025 to 12/31/2026.
3. **LIAISON.** The City's responsible person for this Agreement is Forrest Longman, Deputy Administrator (fwillongman@cob.org). The County's responsible person is Kayla Schott-Bresler, Deputy Executive (kschottb@co.whatcom.wa.us).
4. **PAYMENT TO CITY.** The City's Annual Payment amount to SWFA shall be \$147,287 for the years 2025 and 2026. However, after December 31, 2026, the Annual Payment shall be adjusted using the Seattle-Tacoma-Bellevue CPI-U (June to June) for the year prior to the effective date of the adjustment. SWFA should notify the City of the amount of the Annual Payment for the next calendar year no later than November 1.

The City shall pay the 2025 Annual Payment within 30 days of receiving an invoice from SWFA. The City shall pay the 2026 Annual Payment by January 31, 2026, based upon an invoice received from SWFA.

The County shall reimburse the City for one-third of the City's Annual Payment to SWFA based on an invoice from the City after the City has made its Annual Payment to SWFA. The County will make payment to the City no more than thirty days after the City invoice is received by the County. The County's obligation will terminate December 31, 2026.

5. **FUNDS PROVIDED AND METHOD OF PAYMENT.** Each Party has included a line item in their respective annual budgets to support the services provided by SWFA.
6. **ACCOUNTING AND AUDIT.** The City agrees to keep records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles and to retain the same for a period of three years after termination of this Agreement. The financial records shall be made available to representatives of the County or any other governmental agency with jurisdiction for audit, at such reasonable time and places as the City shall designate.
7. **RELEASE AND INDEMNIFY.** To the extent permitted by law, each Party agrees to release, indemnify and hold harmless the other Party, its officers, agents, employees, and representatives (City/County) from all claims, actions, suits, losses, harm, liabilities, damages, costs, and expenses, including but not limited to, reasonable attorneys' fees arising out of their own negligent acts or omissions in connection with performance of this Agreement. Where negligence by all Parties is concurrent and contributes to a claim, the Parties shall be responsible and liable in proportion to the degree of their own negligence. Nothing in this Agreement shall be construed to preclude any Party from pursuing any remedy against a third Party.
8. **COMPLIANCE WITH LAWS.** The City shall comply with all applicable laws, ordinances, and codes of the local, State, and Federal governments. The City shall submit any and all information the County requires to demonstrate compliance with such laws, ordinances, and codes within two weeks of County's request for such information. The City covenants that its employees have no interest and will not acquire interest, direct or indirect, or any other interest which would conflict in any manner or degree with the performance of services hereunder. The City further covenants that in the performance of this Agreement, no person having such interest will be employed.
9. **NONDISCRIMINATION IN CLIENT SERVICES.** The City shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, gender identity, or disability, unlawfully deny a qualified individual any facilities, financial aid, services, or other benefits provided under this Agreement or otherwise deny or condition services in a manner that violates any applicable laws against discrimination. If

assignment or subcontracting has been authorized, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon each contractor or subcontractor. The City shall take such action as may be required to ensure full compliance with the provisions of this clause, including sanctions for noncompliance.

10. TERMINATION; REDUCTION IN FUNDING.

- A. Should either party hereto believe that the other has failed to perform, or is likely to be unable to substantially perform, all or a material part of its obligations under this Agreement, it shall deliver written notice to that effect to the other, specifying the alleged default and giving the other party fifteen (15) days to cure such default. Thereafter, should the default not be remedied to the satisfaction of the non-defaulting party, this Agreement may be terminated upon seven (7) days written notice (delivered by certified mail).
- B. In the event that funding is withdrawn, reduced or limited in any way after the effective date of this Agreement due to County or City budgetary constraints or economic downturn resulting in reduced revenues, and prior to its normal completion, the County or City may summarily terminate the Agreement as to the funds withdrawn, reduced or limited notwithstanding any other termination provisions of this Agreement. If the level of funding withdrawn, reduced or limited is so great that the City deems that the continuation of the services covered by this Agreement is no longer in the best interest of the City, the City may summarily terminate this Agreement in whole notwithstanding any other termination of this Agreement. Termination under this Section shall be effective upon receipt of written notice thereof.
- C. Termination of this Agreement shall not prevent the City from invoking those provisions herein necessary to protect or enforce its rights hereunder, which provisions shall survive termination.

11. CHANGES, MODIFICATIONS, AMENDMENTS, OR WAIVERS. The Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.

12. ASSIGNMENT. Neither party shall assign or delegate any or all interests in this Agreement without first obtaining the written consent of the other party.

13. VENUE STIPULATION. This Agreement has been and shall be considered as having been made and delivered within the State of Washington and shall be governed by the laws of the State of Washington both as to interpretation and performance. Any action in law or equity, or judicial proceeding for the enforcement of this Agreement or any of the provisions contained therein, shall be instituted and maintained only in Whatcom County Superior Court, Washington.

EXECUTED, for WHATCOM COUNTY on:

Satpal Singh Sidhu, County Executive

Date

WHATCOM COUNTY:

Recommended for Approval:

Kayla Schott-Bresler

Approved as to form:

_____, Senior Civil Deputy Prosecutor Date _____

CITY OF BELLINGHAM:

EXECUTED, this _____ day of _____, 20_____, for the **CITY OF BELLINGHAM:**

Kim Lund, Mayor

Attest:

Approved as to Form:

Finance Director

Office of the City Attorney

Departmental Approval

Forrest Longman

Exhibit A

(Agreement between City of Bellingham and South Whatcom Fire Authority)

AGREEMENT FOR EMERGENCY MEDICAL SERVICES

This Agreement (the "Agreement") is entered into this _____ day of _____, 2025 by and between the South Whatcom Fire Authority, a Washington municipal corporation ("SWFA"), and the City of Bellingham, a Washington municipal corporation (the "City"). "Party" shall mean either SWFA or the City, individually, and "Parties" shall mean SWFA and the City collectively.

WHEREAS, historically SWFA has provided Basic Life Support (BLS) emergency medical services to popular recreational areas located on forestlands outside SWFA's jurisdictional boundaries ("Areas");

WHEREAS, these Areas include the City's 2,200-acre recreational easement on Galbraith Mountain and other nearby forestlands that are popular mountain biking destinations;

WHEREAS, in the State of Washington, forestlands without structures, like the Areas served by SWFA, are excluded from all fire service providers' jurisdiction, so fire districts and fire authorities have no duty and receive no funding to serve these forestlands;

WHEREAS, providing emergency medical services to these Areas puts an uncompensated demand on SWFA resources;

WHEREAS, SWFA first raised the issue of uncompensated demand on its resources in July of 2023, and in September of 2024, SWFA proposed a fee for providing BLS emergency medical services to the Galbraith Mountain recreation area in the amount of \$234,144.47 for 2024.

WHEREAS, in December 2024, SWFA formally notified Whatcom County by letter that it would be building new response plans that exclude these Areas, which are outside of SWFA's jurisdictional boundaries;

WHEREAS, the City understands SWFA incurs an uncompensated financial burden by providing emergency medical services to recreational users of Galbraith Mountain;

WHEREAS, the City and SWFA agree that a reduced fee for service would be acceptable due to significantly beneficial mutual aid provided to SWFA by the Bellingham Fire Department on a regular basis;

WHEREAS, the City and SWFA recognize that providing emergency medical services on Galbraith Mountain presents a unique challenge. No fire service provider has a duty to serve the mountain. It is located outside the City's jurisdiction in unincorporated Whatcom County. However, the City is responsible for managing recreational use of the mountain through a recreational use easement;

WHEREAS, the City agrees to compensate SWFA for the emergency medical services it provides on Galbraith Mountain to avoid a halt in service;

WHEREAS, pursuant to RCW 39.34.080, the Parties desire to contract for SWFA to provide first response BLS emergency medical services on Galbraith Mountain.

AGREEMENT FOR EMERGENCY MEDICAL SERVICES

NOW, THEREFORE, the Parties agree as follows:

1. Term and Termination. This Agreement is effective as of January 1, 2025, and shall terminate December 31, 2027

This Agreement may be terminated by either Party upon seven (7) days' written notice and opportunity to cure should one party fail to perform in accordance with its terms through no fault of the other. In the event of termination prior to the end of the calendar year, SWFA shall be compensated on a pro rata basis up to the date of termination.

2. Services Provided by SWFA. SWFA shall provide first response BLS emergency medical services on Galbraith Mountain, as outlined in black on Exhibit A, and all persons on the mountain on the same basis as such services are rendered to other areas within the SWFA's jurisdictional boundaries. In this regard, this Agreement shall not be construed to provide a special relationship or other exception to the Public Duty Doctrine that would require SWFA to provide a level of emergency medical service on Galbraith Mountain that is different from the level of service provided in the balance of SWFA's jurisdictional boundaries.

SWFA shall provide a consistent level of first response BLS emergency medical service across its entire service area. It is understood and agreed by the parties that the dispatch of units during concurrent emergencies is determined by protocols of the dispatch centers and automatic and/or mutual aid agreements. Nothing herein shall require SWFA to respond first within Galbraith Mountain as opposed to other areas protected by SWFA. Rather, the parties recognize that responses to concurrent emergencies shall be determined by SWFA based upon SWFA's operational judgment and without regard to where the concurrent emergencies occur. In the event of concurrent emergencies at Galbraith Mountain and elsewhere in SWFA's jurisdictional boundaries, SWFA shall have discretion as to when and how it responds to each emergency, including the use of automatic or mutual aid, when applicable.

3. Payment to SWFA. The City shall provide an annual payment (the "Annual Payment") to SWFA for the emergency medical services it provides on Galbraith Mountain. The City shall pay the 2025 Annual Payment within 30 days of receiving an invoice from SWFA. The City shall pay the 2026 Annual Payment by January 31, 2026, based upon an invoice received from SWFA. The Annual Payment represents payment for all services provided by SWFA on Galbraith Mountain.

SWFA may, in its sole discretion, charge and receive fees for the BLS transports and Ground Emergency Medical Transportation (GEMT) funds related to first response BLS emergency medical service on Galbraith Mountain.

4. Annual Payment Amount. The City's Annual Payment amount to SWFA shall be \$147,287 for each year of the Agreement; provided, however, after December 31, 2026, the Annual Payment shall be adjusted using the Seattle-Tacoma-Bellevue CPI-U (June to June) for the year prior to the effective date of the adjustment.

SWFA should notify the City of the amount of the Annual Payment for the next calendar year no later than November 1.

In the event that there is a material and significant increase in the costs of providing services under this Agreement, then SWFA shall notify the City by June 1 of its request to negotiate an increase to the payment. Upon receiving such a request, the Parties shall negotiate over a payment increase and, if not agreement is reached this Agreement may terminated by the Fire Authority upon providing notice of its intent to terminate by December 1. The effective date for termination arising out of a timely request for a payment increase shall be December 31.

5. Notices. All notices, requests, demands, and other communications required by this Agreement shall be in writing and shall be deemed to have been given at the time of delivery if personally delivered or three days after the postmark date if mailed by first class, postage pre-paid and addressed to the other Party at the following addresses:

TO CITY: BELLINGHAM PARKS & RECREATION DEPT.
210 Lottie Street
Bellingham, WA 98225

TO SWFA: SOUTH WHATCOM FIRE AUTHORITY
2050 Lake Whatcom Blvd.
Bellingham, WA 98229

8. Liability to Other Party - Damage or Destruction to Apparatus or Equipment. Except as expressly provided herein, neither the City nor SWFA shall be obligated to pay the other Party for any damage to or destruction of any apparatus or equipment used in services provided pursuant to this Agreement. This provision shall not apply to the extent this provision would void applicable casualty insurance available to provide payment for the damage or loss of such apparatus or equipment. It is the intent of the Parties that the risk of loss to apparatus or equipment will be addressed by each Party through the purchase of casualty insurance as opposed to seeking reimbursement from other Party.

9. Liability to Third Parties - Waiver of Industrial Insurance Protection. The term "third party" means any person, firm or entity other than the Parties hereto. With regard to the emergency services provided pursuant to this Agreement and to the extent permitted by law, each Party shall be responsible for all liability arising from or related to the negligent acts or willful conduct of that Party, its officers, officials, employees, volunteers and/or agents which causes damage to third parties, to the extent and in proportion that such liability is caused by the negligent acts or willful misconduct of that Party, its officers, officials, employees, volunteers and/or agents. Each Party specifically and expressly waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51 RCW, for claims brought by a Party against the other Party based upon a claim asserted by an employee or volunteer of the other Party.

10. Liability and Casualty Insurance. For the duration of this Agreement, each Party shall maintain its own public liability and property damage insurance with amounts of coverage as solely determined by each respective Party against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of this Agreement by its officers,

officials, employees or volunteers. This insurance requirement may be satisfied by a policy or policies of insurance or a self-insurance retention program adopted by a Party.

11. Waiver of Subrogation. To the extent permitted by the applicable insurance policies, each Party hereby waives any right of subrogation against the other Party. In this regard each Party utilizing a self-insurance retention program waives subrogation for any payment there under.

12. Severability. If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

13. Modification. This Agreement represents the entire agreement between the Parties. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding on either of the Parties unless executed in writing by authorized representatives of each of the Parties. The Agreement shall not be modified, supplemented or otherwise affected by the course of dealings between the Parties.

14. No Third-Party Beneficiaries. This Agreement shall not be construed to provide benefits to any third parties, including but not limited to the employees or volunteers of either Party. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

15. Binding on Successors. This Agreement shall be binding on the successor agency of SWFA (either by merger, annexation or the creation of another fire authority) that provides the services noted herein in the geographic boundary of SWFA.

16. Entire Agreement. The entire agreement between the Parties hereto is contained in this Agreement and the exhibits hereto; and this Agreement supersedes all their previous understandings and agreements, written and oral, with respect to the terms and conditions herein.

SOUTH WHATCOM FIRE AUTHORITY



Mitchell Nolze, Fire Chief

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

Departmental Approval:

Kim Lund, Mayor

AGREEMENT FOR EMERGENCY MEDICAL SERVICES

Attest:

Finance Director

Approved as to Form:

Office of the City Attorney

Exhibit A
Agreement for Emergency Medical Services

Modified From:

*Galbraith Mountain Trails
and Land Ownership*

May 2023

