

**WHATCOM COUNTY CONTRACT  
INFORMATION SHEET**

Whatcom County Contract No.  
**202304015**

Originating Department:	Executive
Division/Program: (i.e. Dept. Division and Program)	Emergency Medical Services
Contract or Grant Administrator:	Mike Hilley, WCEMS Manager
Contractor's / Agency Name:	Whatcom Fire District 5

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: 4/25/2023 (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? Contract \_\_\_\_\_  
 Yes  No  If yes, RFP and Bid number(s): \_\_\_\_\_ Cost Center: \_\_\_\_\_

Is this agreement excluded from E-Verify? No  Yes  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):  
 \$ 61,755.39  
 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:

This ILA will reimburse the Agency with its equitable amount for BLS staffing, equipment, medical supplies, and other costs directly associated with the Agency's operation and delivery of BLS services and an equipment allocation associated with purchase of Stryker Powerloads.

Term of Contract: January 1, 2023

Expiration Date: June 30, 2023

Contract Routing:	1. Prepared by: <u>Mike Hilley</u>	Date: <u>3/15/23</u>
	2. Attorney signoff: <u>C. Quinn</u>	Date: <u>4/17/23</u>
	3. AS Finance reviewed: <u>A. Tan</u>	Date: <u>4/17/23</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: <u>✓</u>	Date: <u>6/9/2023</u>
	6. Submitted to Exec.: <u>✓</u>	Date: <u>6/16/23</u>
	7. Council approved (if necessary): <u>AB2023-236</u>	Date: <u>4/25/23</u>
	8. Executive signed: <u>✓</u>	Date: <u>6/20/23</u>
	9. Original to Council: _____	Date: _____

**INTERLOCAL AGREEMENT  
BETWEEN  
WHATCOM COUNTY EMERGENCY MEDICAL SERVICES  
AND  
FIRE PROTECTION DISTRICT 5 (POINT ROBERTS)**

This Interlocal Agreement is between Whatcom County ("County") and Fire Protection District 5 ("District"), (collectively the "Parties"), and provides for the one-time distribution of EMS levy funds (the "Funds") to the District for reimbursement of qualifying expenses associated with the provision of Basic Life Support ("BLS") services in Whatcom County and subject to the terms and conditions contained herein.

**RECITALS**

**WHEREAS**, Fire District 5 ("District") entered into an Interlocal Agreement for First Response Emergency Medical Services in Whatcom County for Basic Life Support ("BLS") service in 1984 called the **Emergency Medical Services Agreement Whatcom County and Fire District 5** signed and dated December 26, 1984 and which contract was not identified with a County assigned contract number (attached here as Exhibit C); and,

**WHEREAS**, the Whatcom County EMS Levy fund was approved by County voters to support the provision of responsive and effective emergency medical services throughout Whatcom County, including those EMS services provided by the District; and,

**WHEREAS**, RCW 84.52.069 provides that funds collected under an EMS levy may be used only for the provision of emergency medical care or emergency medical services, including related personnel costs, training for such personnel, and related equipment, supplies, vehicles and structures needed for the provision of emergency medical care or emergency medical services; and,

**WHEREAS**, on May 24, 2022 the Whatcom County Council allocated up to 6.4 million dollars of the EMS Levy funds to the EMS Agencies. The allocation is used to help offset costs of providing EMS service in 2022; and,

**WHEREAS**, the EMS Agencies, including the District, have incurred costs and expenses related to the provision of EMS in Whatcom County that are not otherwise funded and that qualify for reimbursement from the County EMS fund; and,

**WHEREAS**, it is in Whatcom County's citizenry's best interest to maintain a fully funded, trained, and equipped EMS providers to ensure ongoing high-level EMS service in Whatcom County; and,

**WHEREAS**, it is the intent of the Parties with this Interlocal Agreement is to provide for a one-time reimbursement to the District for qualifying EMS service expenses incurred between May 24, 2022 and December 1<sup>st</sup>, 2022; and,

**WHEREAS**, the Whatcom County Council has approved amending the First Response contract for all Whatcom County agencies to include Fire Protection District 5 for the county-wide BLS allocation and reimbursement. Council action dated November 9, 2022 (Ref: AB2022-628)

**NOW THEREFORE**, in consideration of the mutual benefits herein contained, the Parties agree to the Amend the Interlocal Agreement as follows:

1. Reimbursement

*Whatcom County EMS Levy funds shall be used to reimburse Fire District 5 ("District") for a portion of those qualifying costs under RCW 84.52.069 incurred by the District between May 24, 2022 and December 1, 2022 arising from the provision of BLS service delivery in Whatcom under this Agreement and subject to the following provisions:*

- a. The District may only seek reimbursement for those costs: i) incurred between May 24, 2022 and December 1, 2022 and ii) that are considered a qualifying expense under RCW 84.52.069;*
- b. The District shall submit to the County a completed and signed 2022 BLS Invoice Form (Exhibit B) in support of any request for reimbursement;*
- c. The County shall not reimburse the District for costs and expenses funded or paid for by any other designated source, including but not limited to Ground Emergency Transport (GEMT), user charges and fees, dedicated emergency medical levies or grants;*
- d. Reimbursed amounts shall not exceed **\$61,755.39; Exhibit A.***
- e. Qualifying goods and services should be ordered by the Agency no later than November 1, 2022 and must be received by December 31, 2022;*
- f. BLS Invoice Forms shall be received by the County no later than June 30, 2023. **Exhibit B.***

2. All other terms of the Interlocal Agreement shall remain in full force and effect except as amended by this Agreement. If a conflict arises between the terms of this Amendment and the Interlocal Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed this Interlocal Agreement as of the day and year written below.

EXECUTED this 20<sup>th</sup> day of June, 2023.

**WHATCOM COUNTY**

Approved as to form:

Christopher Quinn per email 4/17/23  
Prosecuting Attorney                      Date

Approved:

Accepted for Whatcom County:

By: Satpal Sidhu  
Satpal Sidhu, Whatcom County Executive



STATE OF WASHINGTON  
COUNTY OF WHATCOM

On this 20<sup>th</sup> day of June, 2023, 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.

Billie Sue Rinn  
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 4/13/27.

WHATCOM COUNTY FIRE PROTECTION  
DISTRICT NO. 5

For Qualified Expenditures up to a maximum of **\$61,755.39**

ATTEST:

By:

  
\_\_\_\_\_

APPROVED:

By:

  
\_\_\_\_\_


Chief

By:

  
\_\_\_\_\_

Commissioner

By:

  
\_\_\_\_\_

Commissioner

By:

  
\_\_\_\_\_

Commissioner

DATED this 9 day of JUNE 2023.

**EXHIBIT "A"**  
**EMS Oversight Board Approved Allocation Schedule 2022**

**Allocation Detail Totals**

<b>Department/District</b>	<b>Equipment Allocation</b>	<b>BLS Allocation</b>	<b>Total Allocation</b>
District 5	30,884.72	30,870.67	61,755.39
		<b>TOTAL:</b>	<b>\$ 61,755.39</b>

**Exhibit "B"**  
**WCEMS Invoice for Payment**

<b>2023 Allocation Invoice</b>

Invoice Number	Date

<b>Contract Number:</b> <b>Contract Period:</b> 2023 <b>Agency Name:</b> <b>Address:</b>  <b>Contact Person:</b> <b>Phone:</b> <b>Email:</b>
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Submit Invoices to:  
 Whatcom County Emergency  
 Medical Services  
 300 E Chesnut, Suite 30  
 Bellingham, WA, 98225  
 info@wcems.com or 425.835.4444



<b>Allocation Total:</b>	\$ -
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Qualified Expenditure Description	Qualified Expenditures Amount	Total Payments	Allocation Balance	Barcode
Personnel	\$ -	\$ -	\$ -	
Training	\$ -	\$ -	\$ -	
Equipment	\$ -	\$ -	\$ -	
Supplies	\$ -	\$ -	\$ -	
Vehicle	\$ -	\$ -	\$ -	
Structure	\$ -	\$ -	\$ -	

<b>Invoice Total:</b>	\$ -
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I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I further certify that the costs and expenses contained herein have not been paid for by any other designated source, including but not limited to Ground Emergency Transport (GEMT) funding, user charges and fees, or dedicated emergency medical levies or grants. I understand that any false claims, statements, documents, or concealment of material facts may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request. I certify that the costs submitted in this claim meet requirements specified in RCW 66.52.069.

\_\_\_\_\_  
 Fire Chief                      Date

\_\_\_\_\_  
 Print Name

**Exhibit "C"**  
**Original 1984 Contract**

EMERGENCY MEDICAL SERVICES AGREEMENT  
WHATCOM COUNTY AND FIRE DISTRICT NO. 5

THIS AGREEMENT is entered into by and between WHATCOM COUNTY, hereinafter referred to as the "County" and Fire District No. 5, hereinafter referred to as the "District", for the purpose of providing first response emergency medical services.

WHEREAS, it is deemed to be in the best interests of the citizens of WHATCOM COUNTY to have available fast and efficient emergency medical services; and,

WHEREAS, within areas serviced by fire districts, it is often most efficient for the first response of such services to be provided by the districts;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto do agree as follows:

1. SERVICES

The District agrees to provide first response emergency medical services within the boundaries of the District on behalf of Whatcom Medic I, as dispatched through the WHAT-COMMUNICATIONS CENTER, or as otherwise called. "First response emergency medical services" means such medical treatment and care which may be rendered to persons injured, sick or incapacitated in order to reduce the risk of loss of life or aggravation of illness or injury, prior to the arrival of Whatcom Medic I, or another licensed ambulance service.

2. CONSIDERATION

As consideration for the services provided by the District, the County agrees to assume and make payment of the cost of fire calls transmitted to the District by WHAT-COMMUNICATIONS CENTER for the entire year of 1984 as well as each year that this agreement is in existence.



3. TERM

This agreement shall commence upon execution by both parties. Provided, however, that this agreement may be terminated by either party upon sixty (60) days written notice to the other party.

4. ASSIGNMENT/SUBCONTRACTING

The District shall not assign or subcontract any portion of the services provided within the terms of this agreement without obtaining prior written approval of the County. All terms and conditions of this agreement shall apply to any approved subcontract or assignment related to this agreement.

5. RELATIONSHIP OF THE PARTIES

The Fire District No. 5 is not now, nor has it ever been, an agent of Whatcom County. The parties do not intend to have an agency relationship arise from this agreement. Rather, the parties intend that an independent contractor/county relationship will be created by this agreement. The County is interested only in the results to be achieved. The implementation of services will lie solely with the District. No agent, employee, servant or representative of the District shall be deemed to be an agent, employee, servant or representative of the County. No agent, employee, servant or representative of the Fire District shall be paid by the County or receive any of the employment benefits normally given to County employees by the County. The Fire District agrees to indemnify and hold harmless Whatcom County from any act or omission from any of its agents.

6. INSURANCE

The District shall carry professional liability coverage for the duration of this agreement in an amount not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000). The District shall also carry a comprehensive liability insurance policy in an amount not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000).

The Contractor agrees to notify Whatcom County in writing of any notice of cancellation and/or change in coverage or modification. Each insurance policy shall have a thirty (30) day cancellation notice in the event of termination or material modification. The Contractor shall secure a Certificate of Insurance naming Whatcom County as an "Additional Insured" prior to the signing of this Contract.

7. INDEMNIFICATION AND HOLD-HARMLESS

The District shall protect, defend and save harmless and indemnify the County from and against all claims, suits and actions arising from negligent acts or omissions of the District or authorized subcontractors, and the agents or employees of either in the performance of this agreement. In the event that the County is required to institute legal action and/or participate in legal action to enforce this clause, the District agrees to pay the County's legal fees, costs and disbursements incurred in establishing the rights conferred herein.

8. MODIFICATION

No change or addition to this agreement shall be valid or binding upon either party unless such change or addition be in writing, executed by both parties.

9. TERMINATION

Notwithstanding any other termination provision of this agreement, if the District fails to comply with the terms and conditions of this agreement, the County may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this agreement. Such suspension or termination shall be effective upon thirty (30) days written notification to the District.

# ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YYYY)  
10-19-84

**PRODUCER**  
GRIFFIN GARRETT JOHANSON AND SCHACHT  
P.O. BOX X  
BELLINGHAM, WA 98227

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** SAFECO INSURANCE COMPANY
- COMPANY LETTER **B**
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

**INSURED**  
WHATCOM COUNTY FIRE DISTRICT #5  
505 BOUNDARY BAY ROAD  
POINT ROBERTS, WA 98281

### COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIABILITY LIMITS IN THOUSANDS		
					PROPERTY DAMAGE	BODILY INJURY	PERSONAL AUTO
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	CP0769551A	8-3-82	8-3-85	PROPERTY DAMAGE	\$ 300,	\$ 300,
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY	\$ 50,	\$ 50,
	<input checked="" type="checkbox"/> PREMIUMS/OPERATIONS				PERSONAL AUTO	\$	\$
	<input checked="" type="checkbox"/> UNDEVELOPED EXPOSURE (POL. AND PLAZAS)				PERSONAL AUTO	\$	\$
	<input checked="" type="checkbox"/> PRODUCTS/RELATED OPERATIONS				PERSONAL AUTO	\$	\$
	<input checked="" type="checkbox"/> CONTRACTS				PERSONAL AUTO	\$	\$
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS				PERSONAL AUTO	\$300,	
	<input checked="" type="checkbox"/> ROAD FORM PROPERTY DAMAGE				PERSONAL AUTO	\$	
	<input checked="" type="checkbox"/> PERSONAL AUTO				PERSONAL AUTO	\$	
	<b>AUTOMOBILE LIABILITY</b>				PERSONAL AUTO	\$	
	OWNERS				PERSONAL AUTO	\$	
	NON-OWNERS (OTHER THAN)				PERSONAL AUTO	\$	
	HIRER AUTO				PERSONAL AUTO	\$	
	NON-OWNERS (OTHER THAN)				PERSONAL AUTO	\$	
	SALES ASSISTANT				PERSONAL AUTO	\$	
	EXCESS LIABILITY				PERSONAL AUTO	\$	
	UMBRELLA FORM				PERSONAL AUTO	\$	
	OTHER THAN UMBRELLA FORM				PERSONAL AUTO	\$	
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>				PERSONAL AUTO	\$	
	OTHER				PERSONAL AUTO	\$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**CERTIFICATE HOLDER**  
WHATCOM COUNTY  
311 GRAND AVENUE  
BELLINGHAM, WA 98227

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
*Kevin L. Carter*