

**Inter-Agency Agreement
Between Whatcom County and Whatcom County Fire Protection District #21
Aka: North Whatcom Fire and Rescue**

This agreement, pursuant to RCW 39.34.080, is entered into between **Whatcom County (County) and the Fire Protection District No. 21 (District)**. The Parties, in consideration of the terms, conditions, covenants included herein, agree as follows:

The purpose of this agreement regarding paramedic training (hereinafter "Agreement") sets forth the agreed amount of reimbursement for costs incurred for participation in the paramedic training program (hereinafter the "Program") conducted as a cooperative effort between the District, Bellingham Fire Department, Bellingham Technical College and the County.

The term of this Agreement shall be in effect for the 2022 class cycle.

The maximum consideration for this agreement shall not exceed \$120,725. The Contract Number, set forth above, shall be included on all billings or correspondence in connection therewith.

1. Obligation of Parties:

- A. The District shall recommend one student, who has successfully tested for the Program, to participate in the 2022 Program. The District will also comply with the terms and conditions of item 4. below concerning Minimum Service Requirement.
- B. The County shall reimburse the District for student wages as presented in Exhibit A. Student costs for tuition, books, labs, evals and other costs of the Program will be invoiced by Bellingham Fire Department through a separate agreement with the County.

2. Program Administration:

- A. It is understood that the parties shall remain independent governmental entities in carrying out their responsibilities as set forth herein, that the parties shall remain responsible for the direct supervision of their respective employees, and that nothing in this Agreement will interfere with the employer/employee relationships of the parties.
- B. The Program shall be administered in accordance with the terms of this Agreement.

3. Invoice and Payment Procedures:

- A. Whatcom County shall reimburse the District, using the Whatcom County Emergency Medical Services Fund, for Program expenses, as specified in attached Exhibit A.
- B. District will invoice the County monthly for actual costs of the program, supported by general ledger detail. Payment will be considered timely if made within 30 days of receipt of approved invoice.

4. Minimum Service Requirement

The District will enter into an ILA agreement with a Whatcom County ALS provider to ensure that each successful paramedic training graduate, sponsored by the District, will serve a minimum of five years on a County-sponsored ALS unit.

5. Compliance with the Health Insurance Portability Accountability Act of 1996 (HIPAA)

The Parties shall comply with all applicable provisions of HIPAA as well as all applicable provisions of the Health Information Technology for Economic and Clinical Health Act.

6. Termination:

- A. Termination for Convenience. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty days prior written notice. The District shall be paid for costs incurred to date of termination.
- B. Termination for Cause. If the District fails to perform in the manner called for in the Agreement, or if the District fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within five days written notice thereof, the County may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on the District setting forth the manner in which the District is in default. The District will be paid for costs already incurred in accordance with the manner of performance set forth in the Agreement, up to the date of termination.

7. Maintenance and Inspection of Records

- A. The Parties shall maintain books, records and documents, which sufficiently and properly reflect all costs related to the performance of the Agreement. In addition, the District shall maintain all accounting records in a form necessary to assure proper accounting of all funds paid pursuant to this Agreement. All of the above shall be subject at all reasonable times to inspection, review, or audit by the County, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.
- B. The Parties shall retain all books, records, documents and other material relevant to this Agreement for four years after its expiration. The District agrees that the County or its designee shall have full access and right to examine any of said materials at all reasonable times during said period; and that the District shall have similar access to said materials maintained by the County pursuant to this agreement.

8. Dispute Resolution, Jurisdiction, and Venue

- A. In the event of a dispute between the Parties arising from this Agreement or any obligations hereunder, the dispute shall first be referred to the operational officers or representatives designated by the Parties to have the responsibility of administering this Agreement. Said officers or representatives shall meet as soon as possible, and in any event the initial meeting shall be held within thirty (30) days of either Party's request for a meeting to resolve the dispute. The Parties covenant to make a good faith attempt to resolve the dispute at this meeting.
- B. In the event that the Parties are unable to resolve any dispute arising under this Agreement, or other dispute or disagreement arising from the implementation of the terms of the Agreement, the Parties agree that mediation will be a condition precedent to any litigation. The Parties agree to jointly select a mediator. If the Parties are unable to agree upon a mediator, the Parties shall jointly obtain a list of five mediators from a

reputable dispute resolution organization and alternately strike mediators on that list until one remains. The Parties agree to share equally in the cost of mediation.

- C. In the event that mediation is unsuccessful and litigation ensues, each Party shall bear its own costs and expenses. The venue for any action hereunder shall be in the Superior Court for Whatcom County, Washington. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

9. Liability and Indemnification:

The Parties agree to the following distribution and allocation of liability and indemnification:

- A. Neither party to this Agreement will be considered the agent of the other nor does either party assume any responsibility to the other party for the consequences of any act or omission of any person or entity not a party to this Agreement. Each party shall insure its own employees.
- B. Each party agrees to be responsible and assume tort liability for its own wrongful acts or omissions, or those of its officers, employees, volunteers or agents to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such tort liability. In the event of concurrent liability, the parties shall have the right of contribution in proportion to the respective liability of each party. Nothing contained in this section shall be deemed to waive immunities established pursuant to state statutes or to create third party rights or immunities.

10. Miscellaneous Provisions:

- A. *Severability.* If any provision of this Agreement is held to be invalid, illegal or unenforceable for whatever reason, that shall not affect or impair, in any manner, the validity, legality or enforceability of the remainder of this Agreement.
- B. *Waivers.* A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.
- C. *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 Parties. Those other agreements continue in effect according to the terms of those agreements.
- D. *Rights and Remedies.* The rights and remedies provided in this Agreement are in addition to any other rights and remedies that may be provided by law.
- E. *Third Parties.* The Parties do not intend to create any rights or benefits in any entity, organization or person that is not a party hereto.
- F. *Compliance with Laws.* The Parties, in performance of this Agreement, agree to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.
- G. *Assignment.* The Parties hereto shall not assign or delegate any or all duty, obligation, right or interest in this Agreement.

- H. *Nondiscrimination*. There will be no discrimination against any participant covered under the Agreement because of race, color, religion, national origin, sex (including pregnancy and parenting status), disability, age, veteran status, sexual orientation, gender identity or expression, marital status or genetic information in programs or activities including employment, admissions, and educational programs. The parties shall comply with all federal and state nondiscrimination laws and regulations and policies.
- I. *Force Majeure*. The obligations of the parties under this Agreement shall be suspended and excused if the performance of either is prevented or delayed by acts of nature, earthquakes, fire, flood, or the elements, malicious mischief, insurrection, riots, strikes, lockouts, boycotts, picketing, labor disturbances, war, compliances with any directive, order or regulation of any governmental authority or representative thereof made under claim or color of authority or for any reason beyond the control of either party whether or not similar to the foregoing.

11. Notice:

All notices, demands, requests, consents and approvals which may, or are required to, be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given when delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if mailed or deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

To: Fire Protection District No. 21
North Whatcom Fire and Rescue
P.O. Box 286
Lynden, WA 98264
Attention: Chief Vanderveen
Telephone: (360) 318-9933
jvanderVeen@nwfrs.com

To: Whatcom County EMS
800 Chestnut Street, Suite 3C
Bellingham, WA 98225
Attn: Mike Hilley, EMS Manager
360-927-1155
mhilley@co.whatcom.wa.us

12. Whole Agreement:

This Agreement is the complete and exclusive statement of the Agreement between the parties relevant to the purpose described above and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. No modification of this Agreement will be binding on either party except as a written addendum signed by an authorized agent of both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2021

WHATCOM COUNTY:

Approved as to form:

Prosecuting Attorney Date

Approved:
Accepted for Whatcom County:

By: _____
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
)SS
COUNTY OF WHATCOM)

On this ____ day of _____ 2021, 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.

NOTARY PUBLIC in and for the State of Washington,
residing at _____. My
commission expires _____.

Executed this _____ day of _____, 2021, for Fire Protection District No. 21:

, Board Chair

Attest:

Board Secretary

**Exhibit A
Compensation**

Cost Item	Documentation Required	Contract Maximum
Wages & Benefits	GL Detail	\$ 113,000
Sick Leave Transfer	GL Detail	\$ 7,275
Totals		\$ 120,275

Invoicing

The District shall submit itemized invoices for actual costs in a format approved by the County. Invoices shall be supported by general ledger detail for all costs. The District shall submit invoices to Mike Hilley, EMS Manager on a monthly basis.

Payment by the County will be considered timely if it is made within 30 days of the receipt and acceptance of billing information from District.

Duplication of Billed Costs or Payments for Service: The District shall not bill the County for costs incurred under this contract, and the County shall not pay the District, if the District has been or will be paid by any other source, including grants, for those costs. The District is responsible for any audit exceptions or disallowed amounts paid as a result of this contract.