

**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 1st, 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 _____ day of _____, 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, Whatcom County Executive

STATE OF WASHINGTON
COUNTY OF WHATCOM

On this _____ day of _____, 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.

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

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 _____ day of _____,

EXHIBIT "A"
EMS Oversight Board Approved Allocation Schedule 2022

Allocation Detail Totals

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

Exhibit "B"
WCEMS Invoice for Payment

2023 Allocation Invoice

Invoice Number	Date

Contract Number: Contract Period: 2023 Agency Name: Address: Contact Person: Phone: Email:

Submit Invoices to:
 Whatcom County Emergency
 Medical Services
 800 E Chestnut, Suite 2C
 Bellingham, WA, 98225
 m@lev@co.whatcom.wa.us



Allocation Total:	\$ -
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Qualified Expenditure Categories	Qualified Expenditures Amount	Total Payments	Allocation Balance	Barcodes
Personnel	\$ -	\$ -	\$ -	
Training	\$ -	\$ -	\$ -	
Equipment	\$ -	\$ -	\$ -	
Supplies	\$ -	\$ -	\$ -	
Vehicles	\$ -	\$ -	\$ -	
Structures	\$ -	\$ -	\$ -	

Invoice Total:	\$ -
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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 (GMET) funding, user charges and fees, or dedicated emergency medical levies or grants. I understand that any false claims, statements, documents, or concealment of material fact 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 84.52.069.

 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.



CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS
ISSUE DATE (MM/DD/YY)

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	CP0769551A	8-3-82	8-3-85	BODILY INJURY	\$ 300,	\$ 300,
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$ 50,	\$ 50,
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$	\$
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				PERSONAL INJURY		\$ 300,
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
<input checked="" type="checkbox"/> PERSONAL INJURY							
	AUTOMOBILE LIABILITY				BODILY INJURY (PER PERSON)	\$	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$	
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
	EXCESS LIABILITY				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM						
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
					\$	(EACH ACCIDENT)	
					\$	(DISEASE-POLICY LIMIT)	
					\$	(DISEASE-EACH EMPLOYEE)	
	OTHER						

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

Kenneth L. Culver