

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.
20211025

Originating Department:	Executive								
Division/Program: <i>(i.e. Dept. Division and Program)</i>	Emergency Medical Services								
Contract or Grant Administrator:	Mike Hilley EMS Manager								
Contractor's / Agency Name:	Whatcom County Fire District 7								
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="radio"/> No <input checked="" type="radio"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____									
Does contract require Council Approval? Yes <input checked="" type="radio"/> No <input type="radio"/> If No, include WCC: _____									
Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)									
Is this a grant agreement? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, grantor agency contract number(s): _____ CFDA#: _____									
Is this contract grant funded? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, Whatcom County grant contract number(s): _____									
Is this contract the result of a RFP or Bid process? Yes <input type="radio"/> No <input checked="" type="radio"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: 130100									
Is this agreement excluded from E-Verify? No <input type="radio"/> Yes <input checked="" type="radio"/> If no, include Attachment D Contractor Declaration form.									
If YES, indicate exclusion(s) below: <table style="width:100%; border:none;"> <tr> <td><input type="checkbox"/> Professional services agreement for certified/licensed professional.</td> <td><input type="checkbox"/> Goods and services provided due to an emergency</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than \$100,000.</td> <td><input type="checkbox"/> Contract for Commercial off the shelf items (COTS).</td> </tr> <tr> <td><input type="checkbox"/> Contract work is for less than 120 days.</td> <td><input type="checkbox"/> Work related subcontract less than \$25,000.</td> </tr> <tr> <td><input checked="" type="checkbox"/> Interlocal Agreement (between Governments).</td> <td><input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA.</td> </tr> </table>		<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.
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Contract Amount:(sum of original contract amount and any prior amendments): \$ 121,372.00 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: <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: _____									
This variable but maximum amount reimburses Advanced Life Support agencies for the on boarding, training (up to and not to exceed 6 months) and personnel costs associated with the hiring of up to two (2) "Lateral Firefighter/Paramedic" for the Fire District 7 Paramedic program in 2022.									
Term of Contract: January 1, 2022	Expiration Date: December 31, 2022								

Contract Routing:	1. Prepared by: Hilley	Date: 11/8/2021
	2. Attorney signoff: Christopher Quinn	Date: 11/17/2021
	3. AS Finance reviewed: M Caldwell	Date: 11/23/2021
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: 12-15-21
	6. Submitted to Exec.: _____	Date: 12-27-21
	7. Council approved (if necessary): _____ AB2021-736	Date: 12-7-21
	8. Executive signed: _____	Date: 12-31-21
	9. Original to Council: _____	Date: 1-4-22

INTERAGENCY AGREEMENT

Between

Whatcom County Fire District 7

and

Whatcom County Emergency Medical Services/Whatcom County

Whatcom County Fire District 7, (hereinafter the "Fire District"), Whatcom County, through Whatcom County Emergency Medical Services, (hereinafter the "County"), in consideration of the mutual covenants herein, agree as follows:

- I. Purpose: The Fire District and the County recognize the financial benefit and reduced training time required when hiring an employee that holds a national or state paramedic licensure. When the Fire District hires an employee that already has experience as a firefighter/paramedic this is deemed a "lateral hire." This agreement outlines the responsibilities of the Fire District and the County when training lateral paramedic employees.
- II. Program Administration: It is understood that the County and Fire District shall be responsible for the direct supervision of their respective employees and that nothing in this Agreement will interfere with the employer/employee relationship or the functioning of the County and Fire District herein named. In compliance with applicable law and State records guidelines, both parties will maintain documentation and/or records relevant to the program in this Agreement.
- III. Financial Agreement: Financial responsibility for training lateral paramedics shall be the responsibility of the County through the County EMS Levy. The County shall pay costs, up to \$121,372, associated with preceptorship of lateral Paramedics, including administrative costs for formal evaluations, salaries and wages for up to two (2) Fire District employees who hire through the lateral Paramedic process, not to exceed six months in duration. The Fire District will pay the costs of all other training associated with the duties and responsibilities required to be employed as a Fire District 7 Firefighter/Paramedic. The Fire District will submit monthly invoices to the County Contract Administrator with supporting documentation as required in Exhibit A. County payment will be considered timely if made within 30 days of receipt of approved invoice.
- IV. Responsibilities of the Fire District:
 - A. Select lateral paramedic applicants, as available, through the approved Fire District process.
 - B. Ensure the lateral paramedic candidate is in good standing with the accrediting agency or body they are transferring from.
 - C. Assign and provide a preceptor to the lateral paramedic candidate.

- D. Work with the County Medical Program Director and the Fire District Paramedic Program Supervising Physician to ensure the lateral paramedic candidate completes MPD mandated training, testing, and field internships to become a Whatcom County certified paramedic.
- E. Ensure all forms and paperwork are correctly submitted to the State of Washington for final credentialing.
- F. Communicate with the County, County MPD, and Supervising Physician of the lateral paramedic candidates progress during the training process.
- G. Develop performance improvement plans, as necessary, to correct any deficiencies related to successful completion of the lateral training requirements.
- H. Notify the County of any circumstance that will prevent a lateral paramedic candidate from successfully completing their training to achieve certification or be able to perform as a Whatcom County EMS system paramedic.

V. Responsibilities of the County

- A. Provide financial reimbursement to the Fire District for monthly and non-recurring training costs as outlined in "Exhibit A."
 - B. Work with the Fire District to complete testing and credentialing paperwork associated with the lateral paramedic process.
 - C. Ensure all lateral paramedic training tasks and processes are approved by the County MPD and the Fire District Supervising Physician.
- VI. 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.
- VII. Liability: Each party to this Agreement will be responsible for the negligent or willful acts or omissions of its own employees, officers, volunteers or agents in the performance of this Agreement. Neither party will be considered the agent of the other nor does neither party assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
- VIII. Term of the Agreement: This Agreement will take effect on January 1, 2022 and will terminate on December 31, 2022 unless terminated earlier by either party. Termination of this Agreement shall be effective thirty (30) days following written notice of termination provided by either party.

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. If modifications to this Agreement are deemed necessary, such changes shall be approved by the Fire District and County by written amendment.

X. Notices:

Any notices or communications required or permitted to be given by this Contract must be (i) given in writing and (ii) personally delivered or mailed, by prepaid, certified mail or overnight courier, or transmitted by electronic mail transmission (including PDF), to the party to whom such notice or communication is directed, to the mailing address or regularly-monitored electronic mail address of such party as follows:

To: Fire Protection District No. 7
P.O. Box 1599
Ferndale, WA 98248
Attention: Fire Chief Hoffman
Telephone: (360) 778-8400
Email: lhoffman@wcf7.org

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



WHATCOM COUNTY:

Approved as to form:

Christopher Quinn per email 11/17/2021
Prosecuting Attorney Date

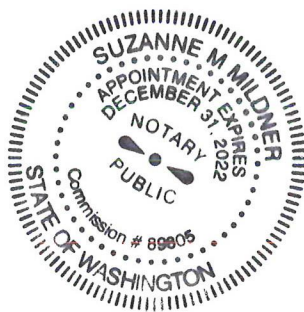
Approved:

Accepted for Whatcom County:

By: Satpal Sidhu
Satpal Sidhu, Whatcom County Executive

STATE OF WASHINGTON)
)SS
COUNTY OF WHATCOM)

On this 31st day of December 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.



Suzanne M. Mildner
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham
My commission expires 12-31-22.

Fire Protection District No. 7 signature page for agreement with Whatcom County.

Dated this 15th day of December, 2021, for Fire Protection District No. 7:



Mike Murphy, Board Chair

Attest:



Board Secretary



Satpal Singh Sidhu
Whatcom County Executive



MEMORANDUM

To: Whatcom County Council Members
From: Mike Hilley, EMS Manager
Subject: Interlocal Agreement for Reimbursing the Costs of Hiring Laterals
Date: November 24, 2021

BACKGROUND:

Whatcom County Council approved budget authority through Ordinance 2021-072 to reimburse Fire Protection District No. 7 for personnel costs associated with training lateral hires.

This interlocal agreement is between Whatcom County and Fire Protection District No. 7 to compensate for the preceptor evaluations, salary and wages for up to two Agency employees who hire through the lateral paramedic process.

FUNDING SOURCE:

This is funded through the EMS Levy as approved by Council in the biennial budget process.

ACTION:

Request authority to enter into the interlocal agreement between Whatcom County and Fire Protection District No. 7 for reimbursement of training costs associated with lateral hires.