

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No. _____

Originating Department:	Executive Office
Division/Program: <i>(i.e. Dept. Division and Program)</i>	EMS Administration
Contract or Grant Administrator:	Mike Hilley, EMS Manager
Contractor's / Agency Name:	North Whatcom Fire Authority
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____	
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> 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="checkbox"/> No <input checked="" type="checkbox"/> If yes, grantor agency contract number(s): _____ CFDA#: _____	
Is this contract grant funded? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, Whatcom County grant contract number(s): _____	
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____ Contract Cost Center: <u>130110</u>	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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"/> 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): \$ <u>103,000 per student</u> 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 agreement covers the costs for students to attend the paramedic training program.	
Term of Contract: <u>1/1/20</u>	Expiration Date: <u>12/31/23</u>

Contract Routing:	1. Prepared by: <u>twh</u>	Date: <u>01/31/2020</u>
	2. Attorney signoff: <u>Christopher Quinn</u>	Date: <u>7/10/2020</u>
	3. AS Finance reviewed: <u>BBennett</u>	Date: <u>07/10/2020</u>
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: _____
	7. Council approved (if necessary): _____	Date: _____
	8. Executive signed: _____	Date: _____
	9. Original to Council: _____	Date: _____

INTERLOCAL AGREEMENT FOR PARAMEDIC TRAINING

This Interlocal Agreement for Paramedic Student Training ("Agreement") is made and entered into this day by and between the COUNTY OF WHATCOM, a municipal corporation, hereinafter referred to as the 'County' and WHATCOM COUNTY FIRE PROTECTION DISTRICT #21 D/B/A NORTH WHATCOM FIRE AND RESCUE, a municipal corporation, hereinafter referred to as 'NWFR.' The County and NWFR are the only parties to this Agreement and may be referred to collectively as "Parties" hereinafter.

RECITALS

WHEREAS, the Parties consider it to be in the best interest of the citizens they serve to explore and collaborate wherever feasible to improve efficiency and service delivery; and

WHEREAS, the County is the governmental entity that assumes responsibility to ensure a unified administration and integrated operation of ALS services on a county-wide basis; and

WHEREAS, the Parties desire to enter into this Agreement for the payment of paramedic student training as provided herein; and

WHEREAS, the Parties are authorized, pursuant to Chapter 39.34 of the Revised Code of Washington, to enter into this Agreement to allow the Parties to cooperate with each other to provide high-quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and terms hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. OBLIGATIONS OF THE PARTIES.

The goal of the Parties is to work cooperatively with each other as well as the EOB and TAB to facilitate coordinated county-wide Advanced Life Support services and training. Each party's responsibilities in furtherance of this goal are identified as follows:

NWFR

- a) NWFR shall recommend two (2) students who have tested for the paramedic training program to participate in the 2020 paramedic training program through the Bellingham Fire Department from January 9, 2020 through the completion of the training program, which is anticipated to be on or about February 1, 2021, depending on class progress, and consistent with the annual Training Budget. Upon graduation, Paramedics will be assigned to work Advanced Life Support Units in Whatcom County per the interlocal agreement between NWFR and BFD dated July 30, 2020.
- b) The Paramedic Students shall agree to serve at least (5) five years as a Firefighter/Paramedic in Whatcom County or reimburse the County for training expenses in a form acceptable to the Parties.

COUNTY

- a) The County, as the administrator of the county-wide EMS system, shall be responsible for making Paramedic Training available to all countywide Fire Agencies and Departments.
- b) The County shall pay the Paramedic Training Student wages to NWFR as outlined in the Exhibit "A", Budget.
- c) The County will cover the costs for the student equipment such as books, labs and other learning materials which will be provided directly to the students through the program facilitator.

2. IMPRACTICABILITY AND FORCE MAJEURE.

Neither the County nor NWFR shall be required to perform any obligation to the extent the performance or the provision of such becomes impracticable as a result of a cause or causes outside of the reasonable control of the County or NWFR, or to the extent the performance of such requires the County or NWFR to violate applicable laws, rules or regulations or result in the breach of any license, permit or applicable contract. The obligations of the County and NWFR under this Agreement are subject to conditions of force majeure, including an act of God, act of a public enemy, war, revolution, riot, or any other cause which is not reasonably within the control of the County or NWFR.

3. COMPENSATION AND METHOD OF PAYMENT

As consideration for the costs associated with the Paramedic Training Program as set forth in this Agreement, the County shall reimburse NWFR upon receipt of eligible costs associated with the Paramedic Training Program as defined in this Section and further described in Exhibit A, Budget.

The County agrees to reimburse NWFR up to total of \$103,000 for each NWFR paramedic student participating in the paramedic training consistent with Exhibit A, 2020 Paramedic Training Budget. NWFR will provide quarterly paramedic training activity reports upon request. NWFR shall submit written claims on a monthly basis for reimbursement. Claims will be supported by payroll summaries identifying employee, hours worked and amount of compensation. The County will reimburse up to \$103,000 of payroll costs per student. Training supplies including books, labs, equipment and learning management software for each paramedic student are provided through the county funded training program cost. The County reimbursements will be within 30 days of receipt of an accurate and complete monthly claim. Monthly claims are to be submitted to the County Executive Office.

4. CONTRACT REOPENER

- a. The Parties may mutually agree to re-open the contract for renegotiation of any of its terms based on changed circumstances.
- b. Upon thirty (30) days' notice, this Agreement will be reopened at either the County's request or NWFR request if substantial changes in the means, methods, or scope of services identified in Exhibit "A" that have significant financial implications. The scope of the reopener shall be limited to addressing the financial implications and the specific request that raises financial implications.

5. EFFECTIVE DATE, DURATION, WITHDRAWAL AND TERMINATION

This Agreement shall be effective on date of signature by all Parties, and shall apply retroactively to January 1, 2020 for the purposes as described above and shall continue through and including February 1, 2021.

The Parties covenant to work cooperatively and in good faith under the terms and conditions expressed herein after one party has given the other parties a written notice of termination.

6. COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996 (HIPAA)

The Parties agree that protected health information shall be used and maintained in order to ensure compliance with HIPAA. The ALS Service Providers and Fire Departments shall also comply with all applicable provisions of the Health Information Technology for Economic and Clinical Health Act.

7. 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.

8. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

The Parties are equal opportunity employers. The Parties agree that they shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The Parties shall take such action with respect to this Agreement as may be required to ensure full compliance with state and federal law. The Parties shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Agreement.

9. RELATIONSHIP OF PARTIES

The Parties hereto recognize and agree that they are independent governmental entities. Except as expressly provided for herein, nothing in the Agreement shall be construed to limit the discretion of the governing bodies of each party.

Neither party shall assume any liability for the direct payment of any salary, wages or other compensation of any type to any of the other party's personnel performing services hereunder. No agent, employee or other representative of the Parties shall be deemed to be an employee of

the other party for any reason. This Agreement shall not be construed or interpreted such that either party hereto is held to be an agent of the other party.

10. 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 (5) mediators from a reputable non-Whatcom County 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 dispute related to this Agreement shall be 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.

11. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

12. INDEMNIFICATION; HOLD HARMLESS

All services to be rendered or performed by each Party under this Agreement shall be performed or rendered entirely at each Party's own risk, as to third-party claims based on such services. Each Party ("Indemnifying Party") expressly agrees to indemnify and hold harmless each other

Party and all of its officers, agents, employees ("Indemnified Party"), from any and all liability, loss or damage including reasonable costs of defense that the Indemnified Party may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the Indemnified Party or any person which result from or arise out of the services performed by the Indemnifying Party under this Agreement; provided, that no Party is entitled to the protection of this section when the liability at issue has resulted exclusively from the errors or omissions of such Party, its officers, agents, or employees.

13. SEVERABILITY

- a. It is understood and agreed by the Parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular provision held to be invalid.

- b. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision. If there is a judicial finding of illegality or conflict as set forth in this Section, and such finding materially frustrates either Party's intent with respect to this Agreement, the Party disadvantaged by the finding may cause this Agreement to be reopened for negotiation, with 60 days advance written notice. The negotiation shall be limited to reinstating the Parties to their respective positions as if the finding had not occurred.

14. ENTIRE AGREEMENT

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by all Parties. All Parties recognize time is of the essence in the performance of the provision of this Agreement. It is also agreed by the Parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. The Parties agree that this Agreement supersedes any previous agreement between the Parties regarding the services and obligations set forth herein.

15. NOTICES

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:

WHATCOM COUNTY
c/o COUNTY EXECUTIVE
311 GRAND AVENUE
BELLINGHAM, WASHINGTON 98225

NORTH WHATCOM FIRE & RESCUE
c/o FIRE CHIEF
4142 BRITTON LOOP ROAD
BELLINGHAM, WASHINGTON 98226

16. ASSIGNMENT

The County shall not assign any portion of this Agreement. NWFR shall not assign any portion of this Agreement without the written consent of the County, which, to the extent practical, shall be sought in writing by NWFR not less than forty-five (45) days prior to the date of any proposed assignment. The County agrees that it will not unreasonably withhold such consent.

17. RECORDING

A copy of this Agreement shall be filed with the Whatcom County Auditor or posted on the website of either Party.

18. NO BENEFIT TO THIRD PARTIES

This Agreement is entered into for the benefit of the Parties and shall confer no benefits, direct or implied, on any third persons. Nothing herein shall be construed as creating an exception to the Public Duty Doctrine.

19. NEUTRAL AUTHORSHIP

Each of the provisions of this Agreement has been reviewed and negotiated directly between the Parties, and represents the combined work product of all Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

20. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Executed this ____ day of _____, 2020, for WHATCOM COUNTY.

Satpal Sidhu, County Executive

Approved as to form:

County Civil Deputy Prosecuting Attorney

Executed this ____ day of _____, 2020, for North Whatcom Fire & Rescue.

Fire Chief Jason Vanderveen

EXHIBIT A
BUDGET

PM Training Contract Exhibit A

Individual Paramedic Student Costs

	<u>Per Student</u>	<u>Description</u>	<u>Cost Per Student</u>	<u>Students</u>
Student Wage	\$103,000	Class and patient contact hours	\$206,000	2
			Total	
			\$206,000	