

Whatcom County Contract
Number

COB Contract Number

**INTERLOCAL AGREEMENT
between the City of Bellingham and the City of Lynden
regarding Medic 75**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between the City of Lynden and the City of Bellingham pursuant to the Interlocal Cooperation Act, Chapter 39.34 RCW, to establish the terms and conditions upon which the City of Lynden will host Medic 75 at Fire Station 75.

RECITALS

WHEREAS, emergency medical services (“EMS”), including basic life support (“BLS”) and advanced life support (“ALS”), are provided in Whatcom County through a unified and coordinated regional partnership between Whatcom County, as administrator, and the fire districts and city fire departments across the county that employ emergency medical technicians and paramedics; and

WHEREAS, in the fall of 2022, Whatcom County voters approved a regular, six-year property tax levy that provides continued funding for the Whatcom County EMS System (the “2023-2028 EMS Levy”), as authorized by RCW 84.52.069; and

WHEREAS, the 2023-2028 EMS Levy Plan, endorsed by the county-wide EMS Oversight Board, calls for levy funds to be used to expand ALS services in Whatcom County by adding a fifth paramedic unit in Lynden (Medic 75) that is to be staffed and operated by the Bellingham Fire Department; and

WHEREAS, by separate interlocal agreements, Whatcom County has provided EMS Levy funding to Lynden to remodel its Fire Station 75 to accommodate Medic 75 and to Bellingham to staff and operate Medic 75; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which Lynden will host Medic 75 at Fire Station 75.

NOW, THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Term.** The initial term of this Agreement shall commence February 1, 2023, notwithstanding the date of execution hereof, and shall end December 31, 2023 (“Initial Term”). The term of this Agreement shall automatically renew for successive one-year periods (each a “Renewal Term”) unless either party provides a written “Notice of Nonrenewal” to the other party not less than 120 days prior to the end of the then-current term.

2. **Facilities.** The City of Lynden shall provide the following facilities to Medic 75 at Fire Station

75:

- a. Two dorm rooms for daily use. A third bedroom shall be available to accommodate paramedic students when necessary. Scheduling shall occur at least 30-days in advance of the need with the Fire Chief.
- b. One workstation (City of Bellingham to provide telephone and computer);
- c. One indoor parking space large enough to park a paramedic unit;
- d. Storage space for medical equipment, supplies and personal protective equipment; and
- e. Such other facilities as the Parties may agree upon.

3. **Utilities.** The City of Lynden shall be responsible for all utility costs associated with housing Medic 75.

4. **User Fee.** The City of Bellingham shall pay an annual User Fee to the City of Lynden in consideration of the facilities made available to Medic 75 under this Agreement. The User Fee shall be paid in advance for each calendar year on or before January 1, or within 30 days of invoicing, whichever is later. The amount of the User Fee shall be as follows:

4.1 *User Fee for Initial Term.* The User Fee for the Initial Term shall be based upon an annual fee amount of \$31,000, plus a 10% administrative fee resulting in a total annual fee of \$34,100. The initial term shall be prorated to reflect the fact that the Initial Term is less than a full year (February through December 2023), resulting in a prorated User Fee for the Initial Term of \$31,258.00.

4.2 *User Fee for Renewal Terms.* The User Fee shall increase annually by the June-to-June Consumer Price Index (CPI-U for Seattle Tacoma Bellevue). The full (non-prorated) User Fee for the 2023 Initial Term (\$34,100) shall be used to calculate the CPI-adjusted User Fee for the 2024 Renewal Term.

5. **True and Full Value.** The parties acknowledge and agree that the exchange described in this agreement constitutes an exchange of true and full value as required by RCW 43.09.210.

6. **Indemnification.** To the extent permitted by law, each party shall indemnify, defend, and hold harmless the other party, its elected officials, employees and agents from all claims, demands, costs of defense, expenses, losses and damages claimed against that party by any third party, if such loss was caused by, and in proportion to the amount of such loss caused by, any negligent or intentionally tortious acts or omissions of the indemnifying party, its elected officials, employees or agents. EACH PARTY WAIVES IMMUNITY GRANTED TO IT UNDER THE WASHINGTON INDUSTRIAL INSURANCE ACT, TITLE 51 RCW, TO THE LIMITED EXTENT NECESSARY TO FULFIL ITS OBLIGATION TO THE OTHER PARTY UNDER THIS AGREEMENT TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY FROM CLAIMS ASSERTED BY ONE OF ITS EMPLOYEES.

7. **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. This Agreement may be modified only upon a written modification hereto executed by both parties.

EXECUTED this ____ day of _____, 2023, for the **CITY OF BELLINGHAM** by:

Departmental Approval:

Seth Fleetwood, Mayor

Bill Hewett, Fire Chief

Attest:

Approved as to form:

Andy Asbjornsen, Finance Director

Office of the City Attorney

EXECUTED this ____ day of _____, 2023, for the **CITY OF LYNDEN** by:

Departmental Approval:

Scott Korthuis, Mayor

Mark Billmire, Fire Chief

Approved as to form:

Office of the City Attorney