

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SUMAS AND WHATCOM COUNTY FIRE
PROTECTION DISTRICT #14 FOR FIRE PROTECTION AND
EMERGENCY MEDICAL SERVICES**

THIS AGREEMENT made and entered into this _____ day of _____, 2024, by and between WHATCOM COUNTY FIRE PROTECTION DISTRICT #14 (“District”) and the CITY OF SUMAS, a municipal corporation in the State of Washington (“City”).

RECITAL:

The City, which is adjacent to the boundaries of the District, but not a member of the District, has a need for fire protection and emergency medical services within the city limits. The District has the immediate capability to provide these services to the City and has so provided these services to the City under contract in the past and under current contract through 2022. Under Washington law, RCW 39.34, the City is authorized to contract for said services with the District, which, in turn, is also authorized under RCW 52.12.031 to furnish the City with said services under contract. Accordingly, the City and the District hereby reduce to writing a contract for these services under the following terms and conditions:

Section 1. The District agrees to provide the City with all of its reasonable and necessary fire protection and emergency medical service needs for five (5) years commencing the 1st day of January, 2025 and terminating December 31, 2029, or as hereinafter provided. The area to be served under this Agreement shall be the Sumas City limits as now existing or hereinafter changed from time to time during the term of this Agreement.

Section 2. The City shall pay the District for fire protection and emergency medical services provided pursuant to the Agreement the annual contracted amount set forth in **Exhibit A** for each calendar year in equal monthly payments.

Section 3. The District shall protect, defend, indemnify and hold harmless the City, its officers, employees and agents, from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent or intentional acts or omissions of the District, its officers, employees and agents in performing this agreement. The City shall protect, defend, indemnify and hold harmless the District, its officers, employees and agents, from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent or intentional acts or omissions of the City, its officers, employees and agents in performing this agreement.

Section 4. The extent and standard of services to be provided to the City under this Agreement shall meet or exceed the Whatcom County Level of Service (LOS) and that are provided throughout the District’s service area and WSRB Rating #6 at all times.

Section 5. Miscellaneous Provisions.

- A. **Notices.** Any notice, request, authorization, direction, or other communication as required under this Agreement shall be given in writing and be delivered in person or by first class United States mail, properly addressed and stamped with the required postage, to the intended recipient as follows:

CITY OF SUMAS
P.O. Box 9
Sumas, WA 98295

WHATCOM COUNTY FIRE PROTECTION DISTRICT #14
P.O. Box 482
Sumas, WA 98295

Either party may change its address specified above by giving the other party notice of such change in accordance with this paragraph. All notices, requests, and authorization of directions or other communications by a party shall be deemed delivered when mailed as provided in this paragraph or personally delivered to the other party.

- B. **Governmental Authority.** This Agreement is subject to the rules, regulations, orders, and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over this Agreement, the parties or either of them.
- C. **No Partnership.** This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the parties, nor to impose any partnership obligations or liabilities on either party. Furthermore, neither party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of or to otherwise bind the other party.
- D. **Nonwaiver.** The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.
- E. **Entire Agreement.** This Agreement sets forth the entire agreement and supersedes any and all prior agreements of the parties with respect to the subject matters hereof.

- F. **No Specified Third-Party Beneficiaries.** Except as otherwise specifically provided in this Agreement, there are no third-party beneficiaries of the Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the parties, their respective successors, assigns, and legal representatives and the third-party beneficiaries specifically identified in this Agreement.
- G. **Amendment.** No change, amendment, or modification of any provision of this Agreement shall be valid unless set forth in a written amendment to this Agreement signed by both parties.
- H. **Implementation.** Each party shall take such action (including, but not limited to, the execution, acknowledgement and delivery of the documents) as may reasonably be requested by the other party for the implementation or continuing performance of this Agreement.
- I. **Invalid Provision.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- J. **Applicable Law.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Washington, except to the extent such laws may be preempted by the laws of the United States of America.
- K. **Venue.** The venue of any litigation arising out of this Agreement shall be in Whatcom County, State of Washington, or such other place as both parties may agree to in writing.
- L. **Arbitration.** In the event that any dispute relating to or arising from this Agreement cannot be settled by the parties, they shall submit the dispute to an arbitrator selected in the following manner: Within twenty (20) days of receiving written demand for arbitration, each party involved in the dispute shall select an individual to represent him in the selection of the arbitrator. If the individuals selected by the parties cannot agree upon an impartial arbitrator within thirty (30) days from the date written demand for arbitration is filed, the arbitrator shall be selected by a Judge of the Superior Court of the State of Washington for Whatcom County upon three (3) days notice. Any arbitration shall be conducted in accordance with the rules of the American Arbitration Association then in effect, with any judgment upon an award entered in the Superior Court of the State of Washington for Whatcom County.

M. **Interpretation and Fair Construction of Contract.** This Agreement has been reviewed and approved by each of the parties. In the event it should be determined that any provision of this Agreement is uncertain or ambiguous, the language in all parts of this Agreement shall be in all cases construed as a whole according to its fair meaning and not strictly construed for nor against any party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives all as of the day and year first above written.

CITY OF SUMAS

WHATCOM COUNTY FIRE
PROTECTION DISTRICT #14

By: _____
Mayor

By: _____
Commissioner

By: _____
Commissioner

By: _____
Commissioner

Attest:

City Clerk

Approved as to Form:

City Attorney

EXHIBIT A

**TO INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF SUMAS AND WHATCOM COUNTY FIRE
PROTECTION DISTRICT #14 FOR FIRE PROTECTION AND
EMERGENCY MEDICAL SERVICES**

Contracted Rates for Calendar Years 2025 through 2029

Contract Year	Annual Contracted Amount	Monthly Payment
2025	\$294,000	\$24,500
2026	\$324,000	\$27,000
2027	\$354,000	\$29,500
2028	\$384,000	\$32,000
2029	\$414,000	\$34,500