

**To be posted on the City of Vancouver Web site**

**INTERLOCAL SERVICES AGREEMENT  
BETWEEN THE CITY OF VANCOUVER, CLARK COUNTY FIRE AND RESCUE,  
CLARK COUNTY FIRE DISTRICT 6 AND CLARK COUNTY FIRE DISTRICT 3  
FOR  
THE STOP THE CLOCK PARTICIPATION AGREEMENT WITH  
AMERICAN MEDICAL RESPONSE**

**THIS IS AN INTERLOCAL SERVICES AGREEMENT**, entered into under the authority of the Interlocal Cooperation Act, RCW 39.34.080, between the City of Vancouver, a first class city of the State of Washington, Clark County Fire and Rescue, Clark County Fire District 6 and Clark County Fire District 3, municipal corporations of the State of Washington (individually and collectively "First Responders").

**WHEREAS**, the First Responders are advanced life support agencies in the Emergency Medical Services District Two ("EMS District #2") and EMS District #2 has contracted with American Medical Response ("AMR") in the EMS District #2 Emergency Medical Services Agreement for the provision of ambulance services to the jurisdictions of all First Responders; and

**WHEREAS**, the First Responders desire to encourage effective partnerships in the emergency medical services system, recognizing the contribution of advanced life support (ALS) first response services delivered by fire service agencies; and

**WHEREAS**, the First Responders have determined that an overall system design that considers an integrated advanced life support system provides the best opportunity for improving patient outcomes, reducing unnecessarily duplicated resources within the EMS system, absorbing growth in call volume and population, lowering cost, and meeting performance standards; and

**WHEREAS**, the First Responders commitment to meet response time standards in the delivery of medical first response services will allow a reduction in ambulance response time requirements, thereby generating anticipated cost savings, which will be shared with First Responders in order to compensate for a portion of the costs they bear for providing medical first response services; and

**WHEREAS**, the First Responders recognize the importance of having uniform agreements between them and AMR for Advanced Life Support ("ALS") services integrated into the ambulance response system as set forth in the attached First Responder Agreement between First Responders and AMR; and

**WHEREAS**, it is in the public interest for the First Responders to enter into this agreement.

NOW, THEREFORE,

The First Responders agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to authorize the First Responders to provide first response paramedic services as set forth in the attached First Responder Agreement entered into by the First Responders and AMR and in accordance with adopted medical protocols, within the EMS District #2 service area, with the goal to thereby reduce costs and further integrating first response into overall EMS system performance.

SECTION 2. TERM. The term of this Agreement is for a one-year period from the date set out in Schedule "A" of the parties First Responder Agreement, and shall automatically renew for subsequent one-year periods thereafter subject to the termination rights herein. Provided that in no event will the term of this Agreement go beyond the term of the EMS District #2 Emergency Medical Services Agreement, as last extended in April, 2011 to September 30, 2014.

SECTION 3. TERMINATION. Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon sixty (60) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within thirty (30) days of written notice thereof to the other party.

SECTION 4. SCOPE OF SERVICES. First Responders shall furnish the services, equipment, and materials set forth in the attached First Responder Agreement, including first response paramedic services, in accordance with adopted medical protocols, within the entire area of its geographical limits, and areas outside its geographical limits that it serves by agreement. The services provided by First Responder under this Agreement do not include ambulance transport. The First Responder Agreement entered into by the First Responders and AMR attached hereto is marked "Exhibit A" to this Agreement and is incorporated into this Agreement as if fully set forth.

SECTION 5. COMPENSATION. In consideration of the services, equipment, and materials furnished under this Agreement, First Responders shall receive the compensation set forth in the parties First Responder Agreement, Exhibit A, Section 8 entitled, "Reimbursement."

SECTION 6. ADMINISTRATION/COMMUNICATIONS. Communication pertaining to the administration of this Agreement shall be administered by the individual fire chiefs of each First Responder.

SECTION 7. INDEPENDENT CONTRACTOR. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between a First Responder or any of the employees of a different First Responder. Each First Responder shall retain all authority for provision of services, standards of performance, discipline and control of its personnel, and over all other matters incident to its performance of services pursuant to this

Agreement.

**SECTION 8. HOLD HARMLESS/INDEMNIFICATION.** Each party agrees to hold the other parties harmless from any and all bodily injury claims brought by employees of other parties and each party expressly waives its immunity under the Industrial Insurance Act Title 51 RCW as to these claims which are brought against the other party; provided, that if one or more First Responders are found to be negligent, each party's duty to indemnify shall be limited to the extent of its negligence. The parties specifically acknowledge the provisions contained in this Agreement have been mutually negotiated by the parties.

**SECTION 9. ASSIGNMENT/SUBCONTRACTING.** Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other.

**SECTION 10. NOTICE.** Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

**CLARK COUNTY FIRE AND RESCUE**

**Dennis Mason, Fire Chief  
Clark County Fire & Rescue  
911 N 65<sup>th</sup> Avenue  
Ridgefield, WA 98642**

**CLARK COUNTY FIRE DISTRICT 6**

**Jerry Green, Fire Chief  
Clark County Fire District 6  
8800 NE Hazel Dell Avenue  
Vancouver, WA 98665**

**CLARK COUNTY FIRE DISTRICT 3**

**Steven G. Wrightson, Fire Chief  
Clark County Fire District #3  
17718 NE 159<sup>th</sup> Street  
Brush Prairie, WA 98606  
360-892-2331**

**CITY OF VANCOUVER FIRE DEPARTMENT**

**Joe Molina, Fire Chief  
Vancouver Fire Department  
7110 NE 63<sup>rd</sup> Street  
Vancouver, WA 98661**

**360-487-7201**

**With mandatory copy to:**

**Vancouver City Manager  
P.O. Box 1995  
Vancouver, WA 98668-1995**

The name and address to which notices shall be directed may be changed by either party giving the other notice of such change as provided in this section.

SECTION 11. WAIVER. No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

SECTION 12. INTERLOCAL COOPERATION ACT COMPLIANCE. This is an interlocal services agreement entered into pursuant to RCW 39.34.080. Its purpose, and the powers, rights, objectives, and responsibilities of the parties are as set forth in this Agreement.

SECTION 13. ENTIRE AGREEMENT. This Agreement and the attached First Responder Agreement contain all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior Agreements shall be effective to the contrary.

SECTION 14. AMENDMENT. The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made in writing and formally approved and executed by the duly authorized agents of both parties.

SECTION 15. DOCUMENT EXECUTION AND POSTING. The parties agree that this Agreement may be executed in any number of counterparts and by the parties on separate counterparts, any one of which shall constitute an agreement between and among the parties who have executed this Agreement; provided that each party shall transmit to the attention of the Vancouver City Clerk an original, executed signature page of this Agreement, the template for which is attached to this Agreement as Exhibit B.

The Vancouver City Clerk shall cause a copy of this Agreement and a copy of each executed signature page of each party to be posted on the Vancouver City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of an original of this Agreement, and posting of a copy of a party's executed signature page on the City of Vancouver's website, each such counterpart shall constitute an agreement binding upon all who have so executed this Agreement.

SECTION 16. RATIFICATION. Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

SECTION 17. SEVERABILITY. If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized officers and have caused this Agreement to be dated as of the 27th day of February, 2012.

**EXHIBIT B – SIGNATURE PAGE**

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FOR  
THE STOP THE CLOCK PARTICIPATION AGREEMENT WITH  
AMERICAN MEDICAL RESPONSE**

**(SIGNED BY EACH PARTICIPATING ENTITY)**

The undersigned agrees to abide by the Interlocal Services Agreement between the City of Vancouver, Clark County Fire and Rescue, Clark County Fire District 6 and Clark county Fire District 3 for the Stop the Clock Participation Agreement with American Medical Response the terms and conditions of which are hereby incorporated by this reference as if fully set forth herein.

AGENCY NAME

SIGNATURE ON FILE

(Signature)

ERIC J HOLMES, City MGR

(Printed Name/ Title)

March 7, 2011

(Date)

Attested to:

SIGNATURE ON FILE

(Signature)

Carrie Lewellen, Deputy City Clerk

(Printed Name/ Title)

By: City of Vancouver

Approved as to Form:

SIGNATURE ON FILE

(Signature)

TED H. GATHE

(Printed Name/ Title)

City of Vancouver

Attorney for