

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF VANCOUVER AND CLARK COUNTY FIRE DISTRICTS # 3, # 6 AND CLARK COUNTY FIRE AND RESCUE FOR THE COORDINATION OF EMERGENCY MEDICAL SERVICES**

Initial Agreement Term: January 1, 2015 through December 31, 2019  
(renewal option for up to five additional years)

**THIS IS AN AGREEMENT** entered into under the Interlocal Cooperation Act (Chapter 39.34 RCW) (“Interlocal”) between the City of Vancouver, a municipal corporation organized and existing under the laws of the State of Washington, (hereinafter the "COV") and Clark County Fire Districts # 3, # 6 and Clark County Fire and Rescue (hereinafter, "Fire Districts"), hereinafter also collectively referred to as the “Parties” and providing for Interlocal Cooperation Act ratification and web-posting in compliance with law.

WHEREAS, the City previously entered into an ambulance procurement process for ambulance and emergency medical services to be administered under a single contract by the COV; and

WHEREAS, upon successful completion of the procurement process, the COV entered into an Ambulance Services Agreement (“Agreement”) with American Medical Response Northwest, Inc. (“AMR”) for the provision of care and/or transport for patients within the emergency medical services system within the parties jurisdictions; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

## **AGREEMENT**

### **1. Definitions:**

Unless a different meaning is plainly required by the context, words and phrases used herein, the terms in this Interlocal shall have the meanings attributed to them in the Ambulance Services Agreement entered into between the COV and AMR, effective January 1, 2015, provided that in the event of a conflict, the terms contained in the Agreement shall control.

**“Agreement”** means the Ambulance Services Agreement entered into between the City of Vancouver and the ambulance service provider, AMR, effective January 1, 2015, and the terms and conditions contained therein.

**“COV”** means the City of Vancouver, Washington.

**“Fire Districts”** means the individual agencies of Clark County Fire Districts # 3, #6 and Clark County Fire and Rescue, collectively referred to as “Fire Districts.”

**“Interlocal”** means this agreement entered into under the Interlocal Cooperation Act Chapter 39.34 RCW for the coordination of emergency medical services by and between the COV and the Fire Districts.

### **2. Purpose.**

The purpose of this Interlocal is to provide for the coordination of emergency medical services, and other contractual benefits attained, and as set forth in the City of Vancouver’s Ambulance Services Agreement effective January 1, 2015.

**3. Term.**

This Interlocal shall be effective for an initial FIVE (5) year term from January 1, 2015 through December 31, 2019. The terms of this Interlocal shall automatically renew for any and all extensions of the Agreement, unless otherwise provided by one of the parties as set forth herein.

**4. Services to be provided.**

a. To the Fire Districts.

i. Equipment and supplies. The Fire Districts shall be offered access to equipment and supplies by AMR as set forth in the Agreement. Access to equipment and supplies shall be consistent with actual patient utilization in the Fire Districts. The Fire Districts agrees to allow the COV to monitor and audit each Fire District's equipment and supply usage, as needed, to ensure consistency with actual patient utilization,

b. To the COV.

i. Compliance with Contractual provisions. The Fire Districts shall abide with any and all terms and conditions, applicable to the Fire Districts as set forth in the Agreement.

ii. Standard Operating Procedures. The Fire Districts agree to abide by and to collaborate with the COV in the cohesive implementation of Standard Operating Procedures ("SOP's") to be utilized throughout the duration of the Agreement.

**5. Governance and Administration of Services.**

a. Governance and Communication.

i. The parties agree the COV shall be the sole source of communication with AMR for any and all matters related to the administration of the Agreement and its implementation.

b. Contract Administration. COV shall provide the administration necessary to monitor the services provided under this Interlocal, as defined by the COV.

c. Complaints and Inquiries. The parties acknowledge and agree the Standard Operating Procedures implemented by the COV shall provide the process and methodology for all complaints and inquiries generated within the Fire Districts.

d. Annual Training. The Fire Districts agrees to participate and provide payment for each Fire Districts equitable portion of mutually agreed training with AMR, other than required Medical Program Director training, during the term of the Agreement.

**6. Funding/Cost Allocation.**

a. Funding. Baseline administrative costs for the funding of this Interlocal shall be as provided for in the Agreement. Baseline administrative costs shall not include costs for Medical Program Director or Dispatch services for the Fire Districts.

b. Cost Allocation for Data Integration. The Fire Districts agree to work closely with COV, the MPD and local hospitals to identify and implement ways to pursue further system integration and improve medical Q/A and Q/I by utilizing tools like the First Pass suite of programs with the eventual goal of integrating hospital information from their individual

sources. These shall include training integration, medical records systems, and quality review processes. Each Fire District will provide payment for their equitable portion of the data integration process and pay fully the cost of interfaces with each user's records management system. In addition, each Fire District will provide email addresses for each of their members who provide medical assessment and care for the purpose of facilitating efficient communications for Q/A Q/I purposes.

**7. Termination/Withdrawal.**

The parties acknowledge and agree the initial term of the Agreement is for a period of FIVE (5) years, with the ability for additional extensions of up to FIVE (5) years, for a total contract term not to exceed TEN (10) years. Extensions to the Agreement may be provided in TWO (2) or THREE (3) year terms. The parties acknowledge and agree that unless they elect to withdraw from this Interlocal as set forth below, they are bound to any and all extensions under the Agreement.

a. Mandatory Participation. The parties agree to a commitment to this Interlocal for an initial period of FIVE (5) years.

b. Withdrawal Following December 31, 2019. Upon completion of the initial FIVE (5) year commitment, any individual Fire District may withdraw by providing notice to the COV no later than 180 days prior to the completion of the then current Agreement term.

**8. Hold Harmless/Indemnification**

a. Each Fire District agrees to indemnify, defend, save and hold harmless the COV, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, each Fire District's performance pursuant to this Interlocal.

1) In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the COV, the COV retains the right to participate in said suit if any principal of public law is involved.

2) This indemnity and hold harmless shall include any claim made against the COV by an employee of any Fire District or subcontractor or agent of a Fire District even if the Fire District is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of one or more Fire Districts.

b. Except as provided in Section 10 (c), the COV agrees to indemnify, defend, save and hold harmless each Fire District, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, COV's gross negligent performance pursuant to this Interlocal.

- 1) In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against any Fire District, that Fire District retains the right to participate in said suit if any principal of public law is involved.
  - 2) This indemnity and hold harmless shall include any claim made against any Fire District by an employee of the COV or subcontractor or agent of the COV even if the COV is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the COV.
- c. The parties specifically acknowledge that the provisions contained in this Section have been mutually negotiated by the parties and it is the intent of the parties that this Interlocal provide the broadest scope of indemnity permitted by law.

**9. Dispute Resolution.**

a. The Parties agree to make all reasonable efforts to resolve through informal, good faith negotiations any disputes concerning the terms and conditions or performance of this Interlocal. In the event of a dispute, notice of the dispute shall be provided in writing and shall be delivered in the manner set forth herein. The notice shall set forth with reasonable specificity the factual basis for the claimed dispute. The parties shall jointly cooperate to informally resolve any disputes as quickly and efficiently as possible, but in any event not more than SIXTY (60) days from the date of the notice unless extended by mutual agreement of the parties.

b. If a dispute cannot be resolved through direct discussions, arbitration may be initiated. In the event the parties pursue arbitration, a mutually acceptable arbitrator shall be selected by the parties. The arbitrator shall be selected based on his or her expertise with the nature of the matter in dispute and their ability to facilitate a resolution. The Parties agree to

provide all documentation and information requested by the arbitrator and in all other regards to cooperate fully with the arbitrator.

The arbitrator shall consider and decide only the specific issue(s) submitted at the hearing, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the Interlocal and shall not have jurisdiction to add to, detract from or alter in any way the provisions of the Interlocal. A decision within the jurisdiction of the arbitrator shall be final and binding upon all parties. The expenses and fees incumbent to the services of the arbitrator shall be shared equally by the parties. Each party shall be responsible for compensating its own representatives and witnesses.

**10. Notices.**

Any notices given under this Interlocal shall at minimum be delivered postage prepaid and addressed to:

To COV:

CITY OF VANCOUVER  
P.O. Box 1995  
Vancouver, WA 98668-1995  
Attn: City Manager

And to:

EMS Program Administrator  
P.O. Box 1995  
Vancouver, Washington 98668-1995

To Fire District # 3:

To Fire District # 6:

To Clark County Fire and Rescue:



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

**11. Ratification.**

Acts taken in conformity with this Interlocal prior to its execution are hereby ratified and affirmed.

**12. Entire Agreement.**

This Interlocal contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior agreement shall be effective to the contrary. All agreements, covenants and understandings of the parties are hereby merged into this written Interlocal, and no prior agreement or prior understanding of the parties or their agents shall be valid or enforceable unless set forth in this Interlocal.

**13. Amendments.**

This Interlocal shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto. Any changes shall be mutually agreed upon between the parties and shall be incorporated into written amendments to this Interlocal.

**14. Laws and Venue.**

This Interlocal and the rights and obligations of the parties shall be construed and enforced in accordance with and governed by the laws of the State of Washington without regard to the principles of conflict of law. Venue for any action or suit brought in connection with this Interlocal shall be in the Superior Court of Clark County, Washington.

**15. Severability.**

If any section of this Interlocal is held by a court to be invalid such action shall not affect the validity of any other part of the Interlocal.

**16. Interlocal Act**

This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Section 2 (Purpose). Its duration is as specified in Sections 3 (Term). Its manner of financing is set forth in Section 6 (Funding/Cost Allocation). Its method of termination is set forth in Section 7 (Termination/Withdrawal). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

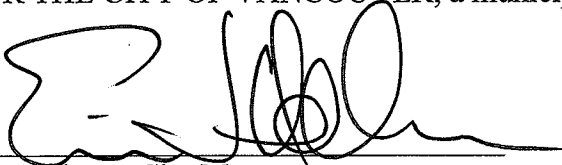
**17. Document Execution and Posting.**

The parties agree that there shall be TWO (2) duplicate originals of this Interlocal procured and distributed for signature by the necessary officials of the parties. Upon execution, one executed original of this Interlocal shall be retained by the Vancouver City Clerk and one shall be retained by Clark County. The Vancouver City Clerk shall cause a copy of this Interlocal to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on the City's website, each such duplicate original shall constitute an agreement binding upon both parties.

IN WITNESS WHEREOF, the parties have caused this Interlocal to be executed in their respective names by their duly authorized officers and have caused this Interlocal to be dated as

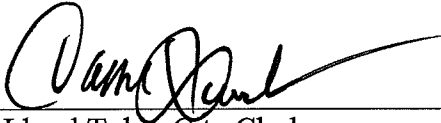
of the 27<sup>th</sup> day of April, 2015

FOR THE CITY OF VANCOUVER, a municipal corporation



Eric Holmes, City Manager

Attest:



R. Lloyd Tyler, City Clerk

By: Carrie Lewellen, Deputy City Clerk

Approved as to form:



E. Bronson Potter, City Attorney


For Fire District # 3:

\_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Board Secretary

For Fire District # 3:

  
\_\_\_\_\_  
Chair

Attest:

Approved as to form:

  
\_\_\_\_\_  
Attorney for Fire District # 3

For Fire District # 6:

\_\_\_\_\_  
Chair

Attest:

Approved as to form:

\_\_\_\_\_  
Attorney for Fire District # 6

For Clark County Fire and Rescue:

\_\_\_\_\_  
Chair

For Fire District # 6:

Brad Lottspeck  
Chair

Attest:

R.T. Strimpeck  
Board Secretary

For Clark County Fire and Rescue:

Gerald R. Kalke  
Chair

Attest:

[Signature]  
Board Secretary