

INTERLOCAL AGREEMENT BETWEEN THE CITY OF VANCOUVER AND CLARK COUNTY EMERGENCY MEDICAL SERVICES DISTRICT # 2 FOR THE PROVISION OF AMBULANCE TRANSPORT SERVICES

ES 1463

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 Emergency Medical Services District #2 (hereinafter, "EMSD2"), hereinafter also collectively referred to as the "Parties" and providing for Interlocal Cooperation Act ratification and web-posting in compliance with law.

WHEREAS, the parties previously entered into a Joint Ambulance RFP Professional Services Contract for the system design and development of a joint RFP procurement process for ambulance services in both jurisdictions to be administered under a single contract by the COV; and

WHEREAS, upon successful completion of the RFP 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 when the transport originates in the COV or the District, as well as the provision of ambulance service to the District for the care and/or transport of other patients requiring non-emergency transport throughout the District, outside of the COV; and

WHEREAS, the EMSD2 has entered into a separate Interlocal Agreement under the Interlocal Cooperation Act (Chapter 39.34 RCW) with the cities of Battle Ground, La Center,

Ridgefield and Woodland and the unincorporated portions of Clark County not covered by EMS District 1 (North Country) and Camas (EMS District 3) authorizing the EMSD2 to enter into this Interlocal Agreement with the COV for the provision of services as provided herein; 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.

“District” means the individual agencies of the cities of Battle Ground, La Center, Ridgefield and Woodland and the unincorporated portions of Clark County, not covered by EMS District 1 (North Country) and Camas (EMS District 3) all as parties to a separate Interlocal Agreement with Clark County Emergency Medical Services District # 2, attached hereto and incorporated herein, collectively referred to as “District.”

“EMSD2” means the Clark County Emergency Medical Services District # 2 as the

authorized representative for the cities of Battle Ground, La Center, Ridgefield and Woodland and the unincorporated portions of Clark County, not covered by EMS District 1 (North Country) and Camas (EMS District 3), the "District" for all matters contained herein.

"Interlocal" means this agreement entered into under the Interlocal Cooperation Act Chapter 39.34 RCW for the provision of ambulance transport services by and between the COV and Clark County Emergency Medical Services District # 2, on behalf of itself and as the authorized agent for the District.

2. Purpose.

The purpose of this Interlocal is to provide for the delivery of ambulance transport to the District, as represented by EMSD2, 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. Authorization.

By entering into this Interlocal with the COV, the EMSD2 hereby acknowledges and affirms, it has entered into, and will maintain, a separate Interlocal Agreement with the District and as such is the authorized representative for the District, to agree to be bound on behalf of itself and the District, by all the terms and conditions contained herein.

5. Services to be provided.

a. To the District.

i. **Services.** During the term of this Interlocal, COV, through the Agreement, shall provide for the services, at the established rates and at the level of service, to the District, as set forth in the Agreement.

b. To the COV.

i. **Compliance with Contractual provisions.** The EMSD2 shall abide with any and all terms and conditions, applicable to the EMSD2 as set forth in the Agreement.

6. 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. Communication to AMR shall come solely from the COV, provided that any communication arising from the District shall be provided in the following manner:

A. The individual jurisdictions comprising the District, will provide feedback, comments and concerns to EMSD2.

B. The EMSD2 will provide feedback, comments and concerns to the COV.

ii. The parties acknowledge the Emergency Response Zone ("ERZ") boundaries for the initial service levels, set forth in the Agreement, were generated on

assumptions and analysis to assure that services levels reflect the revenue generated from a given area, and may require further adjustment. As such, the parties agree to review and adjust service levels on an annual basis in order to maintain sustainability.

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

c. Pilot Projects. The parties may request to participate in pilot or research projects from time to time. In the event a COV proposed pilot project impacts the District, the COV agrees to meet and discuss impacts with the EMSD2 in advance. Pilot projects will not otherwise, knowingly infringe or diminish the level of service set forth in the Agreement as set forth in Section 5 (a) (i) contained in this Interlocal. In the event the EMSD2 requests to participate in a pilot or research project, the COV agrees to discuss impacts with the EMSD2. The COV shall have final approval of any pilot program, which must be agreed to in writing and executed by both the COV and AMR.

7. Reporting.

COV shall provide reports to EMSD2, as set forth in the Agreement, within THIRTY (30) days of receipt by COV.

8. Funding/Cost Allocation/Fine Distribution/Adjustment to Services.

a. Funding. Baseline administrative costs for the funding of this Interlocal shall be as provided for in the Agreement. Any additional costs resulting from data requests outside of baseline will result in additional charges to the EMSD2. Baseline administrative costs shall not include costs for Medical Program Director or Dispatch services for EMSD2.

c. Fine Distribution. Upon receipt by the COV, from AMR, all fines will be equitably distributed based upon ERZ to either the COV or the EMSD2, on behalf of the District.

d. Adjustment to Services.

i. Buy-Up. The EMSD2 may request to subsidize the cost for services beyond those provided in the Agreement upon notification and prior written approval by the COV. No services having an adverse impact to the COV or AMR will be approved.

ii. Extraordinary Cost Adjustment. In the event of an extraordinary cost adjustment, as defined in Article 8 Section 1 (C) of the Agreement, COV shall provide THIRTY (30) days advance notice to the EMSD2 and agrees to meet and confer the impacts with the EMSD2, upon request.

9. Termination/Withdrawal/Renegotiation.

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, provided that in the event any individual jurisdiction of the District withdraws prior to completion of the initial FIVE (5) year commitment, any and all cost increases to the Agreement, due to early withdrawal shall be paid in full by the EMSD2.

b. Renegotiation of the Terms of the Interlocal. The terms of this Interlocal may only be renegotiated, during the first FIVE (5) year period, if any of the following occurs:

- i. The EMSD2 dissolves and ceases to exist, and one or more individual jurisdictions of the District wishes to renegotiate.
- ii. The EMSD2 desires to incorporate additional jurisdictions into its Interlocal Agreement with the District.
- iii. If any of the events identified above occur, either party may provide written notice to the other party requesting a meeting to present their concerns and potential solutions. The parties shall meet and work in good faith to revise this Interlocal to address the concerns. If the parties are unable to agree on a revision to this Interlocal within SIX (6) months of the date of the notice, then either party may provide notice of termination according to the terms of **Section 9 (a) Mandatory Participation**, provided that any and all cost increases, as a result of renegotiation of the Agreement, shall be paid in full by the EMSD2.

c. Withdrawal Following December 31, 2019. Upon completion of the initial FIVE (5) year commitment, any individual jurisdiction of the District may withdraw by providing notice to the COV no later than 180 days prior to the completion of the then current Agreement term, at no additional cost to the EMSD2.

10. Hold Harmless/Indemnification

a. EMSD2 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, EMSD2'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 the District or subcontractor or agent of the District even if the 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 the District.

b. Except as provided in Section 10 (c), the COV agrees to indemnify, defend, save and hold harmless the EMSD2, 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 the EMSD2, the EMSD2 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 EMSD2 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. In addition to the above, the District and the EMSD2 have specifically requested the COV include in the Agreement, provision for exclusive non-emergency ground ambulance service within their service area. The exclusive contract with AMR for non-emergency ground ambulance service within the District and EMSD2 will be enforced pursuant to Clark County Ordinance. EMSD2 agrees to defend and indemnify COV in any liability, demands, claims, causes of action, suits or judgments, including costs and attorney fees and expenses arising from this delegated authority to contract for exclusive non-emergency ground ambulance service. This specifically includes, but is not limited to the authorization by the EMSD2, and the District, for the COV to enter into the Agreement with AMR to provide exclusive non-emergency ground ambulance services, and any and all related actions pertaining thereto, within the EMSD2.
- d. 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.

11. Guarantee.

Pursuant to R.C.W. 36.42.480, EMSD2 was created by Ordinance 1987 10-22, (amended by 1991-09-23, amended by 2013-10-19,) adopted by the Clark County, Washington Commissioners on October 14, 1987, and providing for the Board of the Clark County Commissioners to be the governing body. By entering into this Interlocal, EMSD2 agrees to a commitment to the terms and conditions contained herein for an initial period of FIVE (5) years, as set forth in section 9 (a) "Termination/Withdrawal/Renegotiation." For purposes of ensuring that commitment, Clark County, Washington, acting by and through its Clark County Commissioners, has executed the "Guarantee" attached hereto as Exhibit "B" and incorporated herein.

12. 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.

13. 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 EMSD2:

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.

14. Ratification.

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

15. 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.

16. 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.

17. 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.

18. 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.

19. 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 8 (Funding/Cost Allocation/Fine Distribution/Buy-Up). Its method of termination is set forth in Section 9 (Termination/Withdrawal/Renegotiation). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.

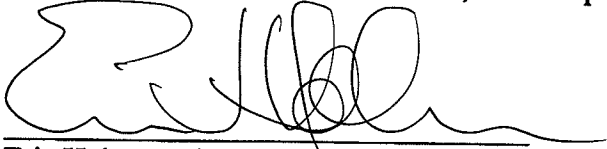
20. Document Execution and Posting.

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 5th day of January, ~~2014~~ 2015

FOR THE CITY OF VANCOUVER, a municipal corporation



Eric Holmes, City Manager

Attest:



R. Lloyd Tyler, City Clerk

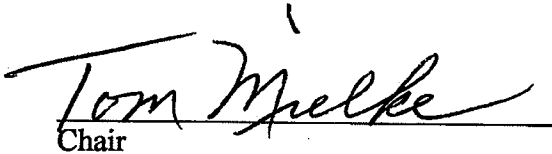
By: Carrie Lewellen, Deputy City Clerk

Approved as to form:



E. Bronson Potter, City Attorney

FOR EMSD2:



Chair

Attest:

Rebecca Fitter

, Clerk of the Board

Approved as to form:

[Signature]

Attorney for Clark County EMSD2

EXHIBIT "B"

GUARANTY AGREEMENT

Effective: January 1, 2015
From: Clark County, Washington ("Guarantor")
To: City of Vancouver, Washington ("Guarantee")

Pursuant to R.C.W. 36.42.480, EMSD2 was created by Ordinance 1987-10-22, (amended by 1991-09-23, amended by 2013-10-19,) adopted by the Clark County, Washington Commissioners on October 14, 1987, and providing for the Board of the Clark County Commissioners to be the governing body. EMSD2 has entered into the attached Interlocal Agreement with the City of Vancouver, Washington, for ambulance services effective January 1, 2015, for an initial period of FIVE (5) years, ("Interlocal.")

Guarantor will benefit from the Interlocal and the City would not have entered into the Interlocal unless Guarantor agreed to enter into this Guaranty Agreement (the "Guaranty.")

NOW THEREFORE, for good and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor expressly agrees as follows:

1. **Commitment to Maintain EMSD2.** Guarantor commits to the terms and conditions contained in the Interlocal set forth in section 9 (a) "Termination/Withdrawal/Renegotiation" in that Guarantor agrees not to dissolve EMSD2 or repeal Ordinance 1987-10-22, (amended by 1991-09-23, amended by 2013-10-19,) adopted by the Clark County, Washington Commissioners on October 14, 1987, during the term of the Interlocal.

2. **Renewals, Extensions, Modifications, etc.** Guarantor hereby consents, that without the necessity of any reservation of rights against Guarantor, that the underlying Interlocal may be amended from time to time, in whole or in part, and that any such modification shall be authorized and approved by Guarantor without notice to or further assent by Guarantor, who will remain bound hereunder notwithstanding any such modification. Provided that, in the event the Interlocal is renewed or extended beyond the initial FIVE (5) year commitment, Guarantor's continued commitment set forth in Section 1, "Commitment to Maintain EMSD2" must be pre-approved in writing.

3. **Successors and Assigns.** This Guaranty shall be binding upon and inure to the benefit of the City and shall be binding upon Guarantor's administrators, successors and assigns.

4. **Voluntary Guaranty.** Guarantor represents and acknowledges that it is executing the Guaranty voluntarily and for its own benefit.

IN WITNES WHEREOF, this Guaranty has been duly executed by Guarantor as of the date and year first above written.

BOARD OF COMMISSIONERS

FOR CLARK COUNTY

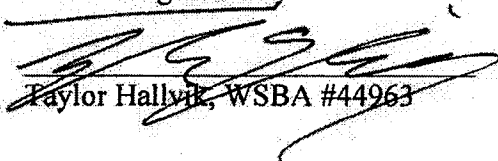
Attest:


Clerk to the Board

By: 
Tom Mielke, Chair

Approved as to form only:
ANTHONY F. GOLIK
Prosecuting Attorney

By: _____
David Madore, Commissioner


Taylor Hallvik, WSBA #44963

By: _____
Jeanne Stewart, Commissioner