

EMERGENCY MEDICAL SERVICES AGREEMENT

AGREEMENT made this day by and between EAST COUNTY FIRE and RESCUE "ECFR," and the CITY OF CAMAS "City", hereinafter referred to as "Parties" or "Taxing Districts."

RECITALS

1. The City has provided ECFR with Emergency Medical Services including Advanced Life Support (ALS) and Emergency Medical Transport Services within ECFR by contract since 2006, and
2. The Parties desire to continue to operate an Emergency Medical Services program including Advanced Life Support (ALS) and Emergency Medical Transport Services within their respective Taxing Districts, and
3. The City also provides Emergency Medical Services including Advanced Life Support (ALS) Emergency Medical Transport Services within the City of Washougal, and
4. Each Party has obtained funding for such a program by means of an Emergency Medical Services Property Tax Levy as provided for by RCW 84.52.069 "EMS Levy", and
5. The City renewed its EMS Levy in 2018 for the levy year 2019 at the new rate of forty-six cents (\$.46) per one thousand dollars (\$1,000.00) of the assessed valuation of property, and
6. ECFR renewed its EMS Levy in 2020 at a rate of thirty-five cents (\$.35)) per one thousand dollars (\$1,000.00) of the assessed valuation of property, and
7. The Parties desire to enter into this Agreement to replace all prior Emergency Medical Services Agreements, and

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

1. **EMERGENCY MEDICAL SERVICE.** On and after January 1, 2021 through December 31, 2026 the City of Camas shall furnish Emergency Medical Services including Advanced Life Support (ALS) and Emergency Medical Transport Services to each Party within the boundaries of the parties to this Agreement. The City of Camas shall administer this contract, including employment of personnel required to perform such ALS Emergency Medical Transport Services and provide the transportation equipment; provide EMS training, Ongoing Training and Evaluation Program (OTEP) as required by Washington Department of Health; provide enhanced EMS training each year of the agreement and make Paramedic Continuing Education Program (PCEP) available in electronic format on-line ; and provide all supplies required for such emergency services. No new separate legal or administrative entity shall be created to administer the provisions of this agreement.

2. **ADVISORY BOARD.** An Advisory Board is hereby created in which the City of Camas the City of Washougal, and ECFR shall each be represented by two (2) members consisting of one (1) member of its legislative body, and its fire chief or other person as may be designated by its chief executive officer. The Board shall adopt by-laws for the administration of said body, and a written copy thereof shall be provided to each Taxing District. Unless otherwise designated, all meetings of the board shall be held at the City of Camas. Regular meetings shall be held four times per year. Special meetings may be requested by any Taxing District upon timely notice to the Camas Fire Chief specifying the requested meeting date and the intended agenda for the meeting. Said Advisory Board shall recommend and formulate written guidelines regarding fee rates, level of ambulance services, support of Taxing District medical first response programs, and for improving and coordinating said service throughout the respective districts.

3. **CONTRIBUTED FUNDS.**

3.1. In consideration of the services to be rendered by the City of Camas pursuant to this Service Agreement, ECFR shall pay to the City of Camas each year during the term of this service Agreement all of its EMS property tax levy as collected and as limited by Chapter 84.55, RCW (generally limited annual increases in the total dollar amount of the levy to one percent, adjusted for new construction and other exceptions). In no event shall ECFR levy at a rate less than authorized by chapter 84.55 RCW without the advance written consent of the City.

3.2. The City of Camas shall contribute all of its EMS property tax levy as collected and as limited by Chapter 84.55, Revised Code of Washington (generally limited annual increases in the total dollar amount of the levy to one percent, adjusted for new construction and other exceptions).

3.3. The obligation of each Taxing District is contingent on the other Taxing Districts' obtaining all necessary voter approvals for their contributions

3.4. ECFR shall make such arrangement and do such other things as may be necessary so that the Clark County Treasurer's office shall remit all ECFR Emergency Medical Services levy funds directly to the City of Camas.

3.5. The City of Camas agrees that all funds received pursuant to this Service Agreement shall be deposited in the City of Camas Emergency Rescue Fund and shall be used only for the provision of emergency medical care or emergency medical services, including related personnel costs, training for such personnel, administrative costs, and related equipment, supplies, vehicles and structures needed for the provision of emergency medical care or emergency medical service.

4. **OWNERSHIP OF PROPERTY.** All equipment and supplies purchased by the City of Camas for purposes of performing its obligations under this agreement shall be owned by the City of Camas. Upon termination of this agreement by either Party, however, such equipment and supplies held by the terminating Party shall be the property of and remain with the terminating Party at the time of termination. In the event of dissolution of the emergency medical rescue and licensed ALS ambulance transport service created by this

agreement, assets purchased by the City of Camas with Emergency Rescue funds, shall be distributed consistent with a process decided by the Advisory Board and approved by the legislative bodies of each Party at the time of dissolution.

5. **RATES.** Notwithstanding the provisions in Section 3 hereof requiring financial contributions from ECFR, the City of Camas shall be allowed to charge for services to be rendered hereunder as per the prevailing rates established by resolution adopted by the Camas City Council from time to time. Any increases or adjustments to said rates shall be reviewed and approved by a majority of the members of the Advisory Board for consistency with established rate guidelines prior to adoption by Camas City Council resolution.
6. **HOLD HARMLESS AND INSURANCE.** The City of Camas shall defend, indemnify and hold ECFR, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence or wrongful conduct of the Taxing Districts. The City of Camas further agrees to maintain during the term of this agreement liability insurance in an amount as provided for in the WCIA Joint Protection Program protecting itself, its officers and employees, and the Taxing Districts, their officers and employees, from claims of all persons for damages arising out of negligence or wrongful conduct by the City of Camas, its officers and employees, in the providing of emergency medical services pursuant to this agreement.
7. **TERM:** Unless earlier terminated pursuant to Section 9, this agreement shall commence on January 1, 2021, and terminated on December 31, 2026. The parties agree, no later than March 1 of 2026 to meet and negotiate in good faith the levy rates for each parties EMS levy measure for the following six years. In the event this agreement is not renewed all obligations of all parties to this agreement shall cease. All funds remaining in the City of Camas Emergency Rescue Fund as of December 31, 2020 shall be expended for ambulance and emergency aid services.
8. **SEVERABILITY.** If any section or part of this Service Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Service Agreement.
9. **TERMINATION.** Either Party to this Service Agreement may terminate their participation in the Service Agreement by delivering a written notice of termination not less than six (6) months in advance of the desired termination date and by specifying in that notice both the facts of and the reason for that termination. The Party terminating its contractual relationship shall continue to contribute funds in accordance with Section 3 of this agreement until the desired termination date. All funds so contributed shall be expended only for the ambulance and emergency aid services. This Service Agreement may be terminated at any time upon unanimous written agreement of all parties to this agreement.
10. **AGREEMENT ON FILE.** This Agreement shall either be filed with the County Auditor or listed on each Party's website in compliance with RCW 39.34.040. The failure to correctly list this Agreement shall not nullify any term of this Agreement.

DATED: _____, 2021

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CITY OF CAMAS

EAST COUNTY FIRE and RESCE

By : _____
Mayor

By : _____
Chair of the Board

Attest:

City Clerk