

**INTERLOCAL AGREEMENT
For
EMS AVAILABILITY and SERVICES**

By and Between

**EAST GRAYS HARBOR
FIRE AND RESCUE**

And

CITY OF MCCLEARY

INTERLOCAL AGREEMENT

THIS AGREEMENT is made and entered into upon the dates set out below by and between East Grays Harbor Fire and Rescue, Washington (hereinafter known as the Provisioner, or Fire District), and City of McCleary (hereinafter known as the Entity or the city).

RECITALS

A. RCW 39.34.080 authorizes public fire districts to enter into contracts with one or more public agencies to perform service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform: PROVIDED, that such contract shall be authorized by the governing body of each party to the contract.

B. The Parties have exchanged proposals in relation to the continuation of the provision of emergency medical services by the District to those within the Entities jurisdictions. The entities have reached an agreement as to the terms and conditions for the provision of and payment for such services.

C. The Parties wish to memorialize the terms of that Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is acknowledged by all Parties, it is agreed as follows:

Section 1. **Term, Termination, and Renewal.**

1.1. This agreement shall commence on the 1st day of March, 2023, (the "Commencement Date") and shall expire on December 31, 2028, (the "Initial Term"), This agreement shall automatically be renewed for an additional three (3) year term, subject to neither party providing a written request to enter into negotiations no later than one hundred and twenty (120) days prior to the expiration date of the term.

1.2. The Initial Term is subject to earlier termination in accordance with Section 3 hereof.

Section 2. **Duties of Fire District.** Throughout the Term, the District shall be responsible for the following duties:

2.1 **Ambulance and Emergency Medical Services.** Fire District shall operate and staff an Advanced Life Support ambulance service. The Ambulance Service shall stock and maintain at least two ambulances in accordance with ALS (Advanced Life Support) standards. The Ambulance Service shall operate with at least one ambulance 24 hours per day, seven days per week. Additional ambulances may be utilized for back-up purposes as needed. The Ambulance Service shall respond to all 911 aid calls occurring within the entity in accordance with Chapter 246-976 WAC with the exception of the calls which are identified as Public Assistance Calls which shall be responded to by the respective Entities within their individual boundaries. The formal written definition of this excluded call for service shall be provided in writing to the City by the District.

A. **Performance Standards.** Fire District shall operate the Ambulance Service in compliance with the requirements set forth in 246-976 WAC for the provision of Ambulance Services. The Ambulance Service shall meet requirements of response time and availability set forth therein.

B. **Management.** Fire District Board of Commissioners shall delegate the Fire District Chief to manage the Ambulance Service.

C. **Staffing.** Fire District shall staff the Ambulance Service at a level of service, with one paramedic and one emergency medical technician unless a different level of staffing is needed and in accordance with RCW 18.73.150 WA DOH amended license to facilitate community needs.

D. **Response Plan.**

1. Fire District will dispatch an appropriately staffed ambulance to all 911 aid calls within the Entity within its capabilities other than a call identified as a Public Assistance call.

2. Fire District shall provide emergency medical and transport services as necessary to all ALS and BLS patients originating within the Entity.

3. Fire District shall maintain response times, service levels, and availability consistent with, and not less than, the minimum requirements set forth in Chapter 246-976 WAC. The District shall provide pre-hospital and paramedic services to the residents of the Entity at no lesser level than provided to residents of Fire District #5 subject to the provisions of Section 2.4.

E. Rehabilitation and Standby. Fire District shall provide rehabilitation and standby services to the Fire Department of the Entity for major fire incidents. This function shall be ideally performed by volunteer Fire District EMS personnel to protect the availability of the on-duty unit though the on-duty unit may initially respond.

F. Service Limitation. The above services shall be rendered on the same basis as such services are provided to areas within the District, but the District assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous calls whereby facilities of the District are taxed beyond its ability to render equal services, the officers and agents of the District shall have discretion as to which call shall be answered first. The District shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.

2.2 Notice of Proposed Rate Changes.

A. In the event District undertakes consideration of an action which would result in a change in the fees and costs charged to the individual user of its service, whether related to the response itself, a mileage charge, or supplies provided in the course of a response, it shall provide the Entity with written notice of the proposed changes no less than twenty-one days prior to the date at which Fire District's Commission will consider adoption of any such proposed change.

B. The District's Commission will take into consideration in good faith any concerns or recommendations the Entity may have in reference to said changes. Any rates established shall not distinguish between service provided to individuals within the boundaries of Entity limits and service provided to individuals within the boundaries of Fire District.

2.3 Provision of Information. The District shall provide the Entity such information as may be reasonably requested in relation to the performance of this contract, including such matters as call levels and totals, fiscal performance, and operational status and projections.

3. Termination for cause. This agreement may be terminated prior to the expiration date of the Term specified in Section 1 for cause. This shall apply in the event that a party contends the other party has failed to comply with a duty created by this agreement. In that event, the party shall give the other party written notice specifying in reasonable detail the duty breached. In the event the recipient party does not take reasonable steps to correct the failure within fourteen days of receipt of the notice, then the other party may give written notice of its decision to terminate the agreement 90 days following the date of the giving of the notice.

4. Fiscal Matters. In recognition of the importance of the contracting Entity's understanding of the Fire District's fiscal operations, the District agrees to make its budgetary records and information available to representatives of the contracting Entity upon request of the entity, but in any event no more frequently than quarterly. In furtherance of that, the District's Chief Financial Officer shall cooperate fully in responding to any requests for information, as well as to meeting with contracting party's representatives during the course of the review of the District's fiscal operations.

5. Compensation:

5.1. For provision of the services to be provided by the East Grays Harbor Fire and Rescue pursuant to this Agreement for the year 2023, the entity shall pay East Grays Harbor Fire and Rescue the sum of \$119,600.13.

5.1.A. The equal monthly installment shall be paid by the entity directly to the District with an equal amount to be paid on or before the 15th day of each month thereafter during the term of this contract.

5.2. As of March 1, 2023, the annual amount to be paid to the District by the contracting entity shall be adjusted by a percentage established as the average of the Seattle-Tacoma-Bremerton Area Bi-Monthly Index CPI-U (October

to October) and the US All City Average (November to November). [Example: S-T-B Area Bi-monthly Index CPI-U is 4.0% and the US All City Average CPI-U for that period is 3.0%. The adjustment to be utilized is 3.5%.) In no event shall the adjustment be less than two (2) percent nor greater than four-point five (4.5) percent.

6. Notices.

6.1 Any and all notices or communications required or permitted to be given under any of the provisions of the Agreement shall be in writing and shall be deemed to have been given upon receipt when personally delivered or two (2) days after deposit in the United States mail if sent by first class, certified mail, return receipt requested. All notices shall be addressed and delivered to the parties at the addresses set forth below or at such other address as a party may specify by written notice to the other party. Further, as to any notice not personally delivered, it shall be mailed with one copy being sent by first class mail, postage prepaid, and the other by certified mail, return receipt requested.

6.2. Any notice to be given to the City shall be given in writing to the Clerk-treasurer of the City by leaving that notice at the Office of the Clerk-treasurer during normal business hours or mailing it as set forth above to the attention of the Clerk-treasurer of the City as follows:

McCleary: 100 S. 3rd Street, McCleary, WA 98557.

6.3. Any notice to be given to the District shall be given in writing to the District by leaving the notice with the individual in charge of the emergency medical service division of the District or by mailing it to East Grays Harbor Fire and Rescue, Attention: Chief P.O. Box 717, Elma, WA 98541.

7. **Entire Agreement/Modification.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations or discussions with respect thereto. This Agreement may be amended or modified by written instrument signed by the parties hereto after approval by their respective governing bodies. Such amendments may be for the purposes of, among other things, adding or deleting parties to this Agreement.

8. **Assignment.** No party to this Agreement may assign its rights or obligations hereunder.

9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument.

10. **Filing Requirements.** Upon execution of the Agreement, the parties shall file or post a true and complete copy thereof in compliance with the provisions of Chapter 39.34 RCW.

11. **Authorization.** Each Party does hereby represent and warrant to the others that it is duly authorized to enter into and to carry out the Terms of this Agreement.

12. **Indemnification & Insurance:**

12.1 Any and all claims, suits, or judgments for liability which hereafter arise on the part of any and all persons as a direct or indirect result of the acts or omissions of the District (including its officers, employees, and agents) in carrying out its duties under this Contract shall be the sole obligation of the District. The District shall defend, indemnify, and hold harmless the Entities, (including their officials, officers, employees, and agents) in full, including costs, expenses, and attorneys' fees, for any and all acts or failures to act on the part of the District, its officers, agents, and employees.

12.2 The District shall purchase and maintain such insurance as will protect against claims, damages, losses and expenses arising out of, or resulting from, all activities relating to this Contract. Such insurance coverage shall name the Entity as additional named insured's and shall be for a minimum of the following amounts:

A. Bodily Injury liability - \$2,000,000

B. Property Damage liability - \$1,000,000

The limits set out above shall be per incident limits and not aggregate limits. Certificates of Insurance in accordance with this paragraph shall be filed with the Clerk-treasurer of

the City within thirty calendar days of the effective date of this Contract. Such policies shall provide that Entity shall receive notification from the insurer no less than ninety calendar days prior to any cancellation, expiration, or termination of the policy.

13. Other Provisions:

13.1 **Severability:** Each provision of this Contract stands independent of all other provisions. If any provision of this Contract or the application thereof to any persons or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. Should any provision be adjudged invalid, that judgment shall not invalidate the total Contract; only provisions judged invalid shall not be enforced.

13.2. Dispute Resolution & Enforcement:

A. In the event of any dispute arising out of this Agreement, the Parties agree they shall attempt to resolve the dispute by informal discussions. In the event such efforts are not successful, they may submit the dispute to non-binding mediation and binding arbitration under the then prevailing rules of the American Arbitration Association: PROVIDED, that, in the event either party objects to the submission of the matter to arbitration within 30 days after demand for arbitration has been filed with an appropriate agency, then the procedure shall be terminated and the matter shall be processed as the Parties deem appropriate through the Courts of the State of Washington.

B. In the event of resolution of a covered dispute by either arbitration or litigation, in addition to any other relief granted to the substantially prevailing party, if any, the arbitrator or court shall award that party reasonable attorneys' fees and costs incurred in prosecuting or defending the matter, as the case may be.

C. Any action at law, suit in equity, or judicial proceeding for the enforcement of this contract or any provisions hereto shall be instituted only in the Courts of competent jurisdiction within Grays Harbor County, Washington.

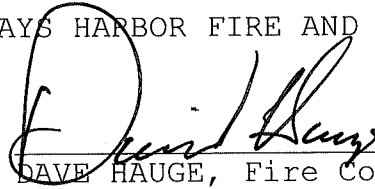
13.3. **Interpretation:** Each party has had the opportunity to have this Agreement reviewed by Counsel of its choice prior to execution. Therefore, the rule of interpretation against the drafter shall not apply.

13.4. **Taxes:** As an independent contractor and governmental entity, the District is solely responsible for the payment of all payroll taxes (including but not limited to FICA, FUTA, federal income tax withholding, workers' compensation, and state unemployment compensation) on behalf of all persons providing services pursuant to this Contract. Further, the District shall maintain any and all business and other required licenses. The Entity reserve the right to require annual certification by the District of its compliance with the terms of this paragraph and, at its own expense, to have the compliance confirmed by a Certified Public Accountant or such other qualified financial professional as it may deem appropriate.

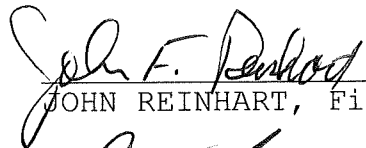
13.5 In the event one of the three recipient contracting parties provides facilities or equipment to the District for use in the District's operations required under the terms of this contract, prior to such utilization, an amount shall be agreed upon between the District and the providing entity. That amount shall be credited against the monetary amount which the providing entity would otherwise be required to pay under the terms of this Contract.

EXECUTED by the District this 20 day of February 2023.

EAST GRAYS HARBOR FIRE AND RESCUE COUNTY FIRE

 2-20-23
DAVE HAUGE, Fire Commissioner

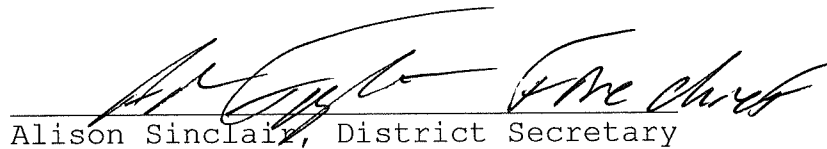
 2-20-23
ERIC PATTON, Fire Commissioner

 2-20-23
JOHN REINHART, Fire Commissioner


JACOB BORDON, Fire Commissioner

 2-20-23
ROBERT KROUSE, Fire Commissioner

ATTEST:


Alison Sinclair, District Secretary

EXECUTED by the City at the CITY OF MCCLEARY this _____
day of March, 2023.

CITY OF McCLEARY:

CHRIS MILLER, MAYOR

ATTEST:

Ann-Marie Zuniga, Clerk-treasurer