

**INTERLOCAL AGREEMENT
BETWEEN THURSTON COUNTY AND CITY OF TUMWATER
FOR
BASIC LIFE SUPPORT FUNDING**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into in duplicate originals this day by and between the **COUNTY OF THURSTON**, a municipal corporation, hereinafter referred to as the ‘COUNTY’ and the **CITY OF TUMWATER** a municipal corporation, hereinafter referred to as the ‘AGENCY’ jointly referred to herein as “the Parties,” or singularly as a “Party.”

RECITALS

WHEREAS, Chapter 39.34 RCW authorizes local governments to enter into agreements for joint and cooperative undertakings; and

WHEREAS, regulations over the provision of emergency medical services include Chapters 18.71, 18.73, 70.168 RCW and Chapter 246-976 WAC; and

WHEREAS, RCW 70.168.120 authorizes the County to establish local emergency care councils; and

WHEREAS, Thurston County Medic One is supported by a county wide levy (the Levy) in order to provide county wide emergency medical services as provided by law; and

WHEREAS, The Agencies have the statutory authority to provide emergency medical services at levels established by the Agency; and

WHEREAS, the COUNTY desires to assist the AGENCY in the funding and coordination emergency medical services as hereinafter set forth;; and

WHEREAS, the COUNTY and the AGENCY desire to jointly explore a variety of innovative strategies to maximize the Thurston County prehospital healthcare delivery model; and

WHEREAS, the AGENCY represents that it is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance, contained herein, the parties hereto mutually agree as follows:

I. SERVICES

1. The AGENCY and COUNTY shall perform such services and accomplish such tasks, as are identified and designated as AGENCY or COUNTY responsibilities, respectively, throughout this Agreement and as detailed in Exhibit "A" attached hereto and made a part hereof.

II. EFFECTIVE DATE; DURATION

1. The term of this Agreement and the performance of the AGENCY shall commence on January 1, 2025. This Agreement will terminate on December 31, 2027. This Agreement may be extended

for two (2) additional 1-year extensions upon written mutual agreement no later than 90 days prior to termination. This Agreement replaces and supersedes all prior interlocal Agreements between the COUNTY and the AGENCY regarding the subject matter contained in this Agreement. This Agreement may be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions herein.

III. THE EMERGENCY MEDICAL SERVICES COUNCIL

1. The AGENCY and the COUNTY shall coordinate and provide levels of funding for the services described in Exhibit "A" through the Emergency Medical Services Council (EMS Council).
2. The EMS Council is formally established by Thurston County Board of Commissioners Resolution No. 6131, and the EMS Council is recognized by the Washington State Department of Health.
3. The EMS Council shall advise the AGENCY and the COUNTY with regard to the formulation and implementation of an Emergency Medical Services System consistent with State and Federal guidelines. Provided, however, the Agency retains sole authority and discretion to determine the level of emergency medical services provided by the Agency. The EMS Council is not a party to this Agreement, and nothing herein shall serve to create third party rights in favor of the EMS Council, or any other person, or entity not specifically identified as a party to this Agreement.

IV. COMPENSATION AND METHOD OF PAYMENT

1. No payment by the COUNTY shall be made for any service rendered by AGENCY except for services identified and set forth in this Agreement. COUNTY shall pay AGENCY in accordance with Exhibit "B" for each of the services performed by the Agency regardless of whether the Agency provides all identified services.
2. No payment by the COUNTY shall be made for any service rendered by AGENCY without a signed Intergovernmental EMS Agreement for BLS funding.
3. The COUNTY will deduct the amount from the AGENCY's BLS Equipment and Supplies fund of any order placed through the COUNTY's purchasing system. AGENCY can also request reimbursement from their BLS Equipment and Supply fund balance for qualified purchases made directly by the AGENCY. For a purchase to be deemed qualified, it must meet the intent of the funding mechanisms of this agreement, which is defined in Exhibit A: II (B). Any balance remaining on December 31st in the AGENCY's BLS Equipment and Supply fund will be returned to the Medic One fund.
 - 3.1 Purchase requests over \$49,999.00 requires prior approval from Thurston County Medic One. Purchase requests over \$49,999.00 must be received at least 60 calendar days prior to ordering the item or service.
 - 3.2 Invoices and reimbursement requests need to be submitted within 30 days from the date the item or service is received.
 - 3.3 Goods and services shall be ordered no later than November 30th of each year and must be received by December 31st.

- 3.4 Invoices and requests for reimbursement for goods and services delivered in December must be received in the COUNTY's Medic One office no later than January 15th of the following year.
4. The COUNTY will make a direct payment in May of each calendar year to the AGENCY for their portion of the funds designated to support the AGENCY's BLS service delivery. The amount of the direct payment is determined annually through the process described in Exhibit "B".
5. The COUNTY will make a direct payment in May of each calendar year to the AGENCY for their portion of the funds designated to support the AGENCY's delivery of OTEP to their affiliated BLS personnel. The amount of the direct payment is determined annually through the process described in Exhibit "B".
6. The COUNTY will make two (2) direct payments in May and November of each calendar year to the AGENCY for their portion of the funds designated to support BLS MSO activities. The amount of the direct payment is determined annually through the process described in Exhibit "B" and will be pro-rated based on completion of the MSO deliverables outlined in Exhibit "A".
7. If AGENCY is merged with another agency, allocated funds will remain in the budget, only through the current COUNTY biennial budget.
8. In the rare circumstance where a Medic One Paramedic accompanies a patient on an AGENCY BLS transport capable unit due to emergency circumstances, the AGENCY may bill Medic One based upon the current BLS Emergent rate schedule published by the Centers for Medicare & Medicaid Services (CMS). These transport charges shall be reimbursed utilizing the ALS budget and shall not utilize BLS funds. No additional fees, charges, or other costs shall be submitted to the patient or their health care provider.

V. ESTABLISHMENT AND MAINTENANCE OF RECORDS

1. Both parties agree to maintain books, records and documents and accounting procedures and practices which accurately reflect all direct and indirect costs related to the performance of this Agreement. Such fiscal books, records, documents, reports and other data shall be maintained in a manner consistent with the "Budgeting, Accounting, Reporting System for Counties and Cities, and Other Local Governments," referred to as "BARS," as issued by the Office of the State Auditor, State of Washington.
2. The AGENCY further agrees that the COUNTY and/or State/Federal officials shall have the right to monitor and audit at their own expense the fiscal components of the AGENCY, related solely to the terms of this Agreement, to ensure that actual expenditures remain consistent with the terms of this Agreement. Both parties shall retain all books, records, documents and other material relevant to this Agreement for at least three (3) years after its expiration. Both parties agree that the other party or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.
3. Both parties' fiscal management system shall include the capability to provide accurate, current and complete disclosure of the financial status of this Agreement upon request.

VI. ASSIGNMENT/SUBAGREEMENTING

1. The AGENCY shall not assign any portion of this Agreement without the written consent of the COUNTY, and it is further agreed that said consent must be sought in writing by the AGENCY not less than fifteen (15) days prior to the date of any proposed assignment. This restriction shall not apply to an assignment pursuant to a contractual or statutory consolidation of an Agency with another governmental entity.
2. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth by local, State and/or Federal statutes, ordinances and guidelines.
3. Any AGENCY technical/professional service sub agreement not listed in this Agreement, and relevant to the COUNTY, must have express, written advance approval by the COUNTY.
4. The COUNTY will not unreasonably withhold consent. If the COUNTY fails to respond to a request by the agency to assign all or any portion of this Agreement within fifteen (15) calendar days, consent shall be deemed to have been given.

VII. FUTURE SUPPORT

1. The COUNTY makes no commitment to future support and assumes no obligation for future support of the activity Agreement for herein, except as may be expressly set forth in this Agreement. All compensation methods and formulas shall be reviewed for appropriateness, each Agreement period.

VIII. COMPLIANCE WITH LAWS

1. The parties, in performance of this Agreement, agrees to comply with all applicable local, State and/or Federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement to assure quality of services.

IX. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES

1. The COUNTY and the AGENCY are equal opportunity employers.
2. The AGENCY agrees that it shall not discriminate against any employee or applicant on the grounds of race, color, religion, sex, sexual orientation, national origin, creed, marital status, age, veteran status, or the presence of any disability; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the particular worker involved from performing the occupational requirements of the job. The AGENCY shall take such action with respect to this Agreement as may be required to ensure full compliance with state and federal law.
3. The AGENCY shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability deny any individual any services or other benefits provided under this Agreement.

X. RELATIONSHIP OF PARTIES

1. The Agency is a municipal corporation that provides emergency medical services pursuant to specific statutory authority and this Agreement does not grant the COUNTY any direct control

over the method or manner in which the Agency provides emergency medical services. The Agency is subject to oversight by the Department of Health and the Medical Program Director independent of this Agreement.

2. No agent, employee, servant or representative of the AGENCY shall be deemed to be an employee, agent, servant or representative of the COUNTY for any purpose, and the employees of the AGENCY are not entitled to any of the benefits the COUNTY provides for COUNTY employees. The AGENCY shall be solely and entirely responsible for its acts and for the acts of its agents, and employees during the performance of this Agreement.
3. The COUNTY will not exercise control and direction over the work of the AGENCY. The County reserves the right to inspect the financial records of Agency to verify that Agency's expenditure of funds received under this Agreement meet the County's requirements.
4. Communications between the AGENCY and the COUNTY shall be addressed to the regular place of business:

THURSTON COUNTY
c/o MEDIC ONE DIRECTOR
2703 PACIFIC AVE SE, SUITE C
OLYMPIA, WA 98501

City of Tumwater Fire Department
c/o FIRE CHIEF
555 Israel Rd SW
Tumwater, WA 98501

XI. POLITICAL ACTIVITY PROHIBITED

1. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition.

XII. INDEMNIFICATION; HOLD HARMLESS

1. All services to be rendered or performed under this Agreement shall be performed or rendered entirely at the AGENCY'S own risk and the AGENCY expressly agrees to indemnify and hold harmless the COUNTY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the COUNTY or any person which result from or arise out of the services to be performed by the AGENCY under this Agreement; provided, this section shall not apply to liability resulting exclusively from negligence of the COUNTY, its officers, or employees, or their errors.
2. The COUNTY expressly agrees to indemnify and hold harmless the AGENCY and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demands, actions, or damages to any and all persons or property, costs or judgments against the AGENCY which exclusively result from or arise out of the actions of the COUNTY, its officers, agents, or employees or the failure of products or equipment provided by the COUNTY to the extent such failure results from the negligence of the COUNTY, or the services to be performed by the AGENCY as a result of acting under the express and negligent direction or control of a COUNTY agent or representative, excluding the Thurston County Medical Program Director or any other medical doctor.
3. In the event that a claim and/or lawsuit is brought against a party to this Agreement, or against any party's officers, officials or employees for actions arising out of their conduct in responding to a

request for assistance, it shall be the duty of each such party to promptly notify the other parties that actually responded to the event which is the subject of such claim or lawsuit that the same has been initiated.

4. The COUNTY and the AGENCY acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses, and damages are caused by or result from the concurrent negligence of the COUNTY, its agents, employees, and/or officers, and the AGENCY, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees, and/or officers. The parties hereto have expressly bargained for and do waive for purposes of this Indemnification section, only, the immunities of Title 51 RCW, as it relates to any claim, suit, or cause of action by one party's employee(s) against the other party.

XIII. INSURANCE

1. The COUNTY shall for the duration of this Agreement, self-insure.
2. The AGENCY shall maintain the following coverage and conditions:
 - 2.1 Professional Legal Liability: The AGENCY shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the AGENCY'S profession. The policy shall be written subject to limits of not less than \$2,000,000.00 per loss. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the AGENCY'S services defined in this Agreement. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Agreement or within the scope of the AGENCY'S services as defined by this Agreement including testing, monitoring, measuring operations or laboratory analysis where such services are rendered as part of the Agreement.
 - 2.2 Commercial General Liability: The AGENCY shall maintain Commercial General Liability coverage or equivalent form with a minimum limit of \$2,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this Agreement or be no less than \$5,000,000.00. Specialized forms specific to the industry of the AGENCY shall be deemed equivalent provided coverage is no more restrictive than would be provided under a standard commercial general liability policy, including Agreement liability coverage.
 - 2.3 Worker's Compensation: The AGENCY shall maintain Worker's Compensation insurance as required by the Revised Code of Washington Chapter 51 and shall provide evidence of coverage to the Thurston County Risk Management Office.
 - 2.4 Verification of Coverage and Acceptability of Insurers: The AGENCY shall furnish the COUNTY with properly executed certificates of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificate shall provide that the underlying insurance Agreement shall not be cancelled, allowed to expire, or be materially reduced in coverage except on thirty (30) days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision.
 - 2.5 Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Thurston County Department of Human Resources
 Attn: Thurston County Risk Manager
 2000 Lakeridge Drive SW
 Olympia, Washington 98502-6045

- 2.6 The AGENCY or their broker shall provide a copy of any and all insurance policies specified in this Agreement upon request of the Thurston County Risk Management Office.
- 2.7 The AGENCY shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced.
- 2.8 The AGENCY shall place insurance with insurers licensed to do business in the state of Washington and having AM. Best Company ratings of no less than A:7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

3. Other Insurance Provisions:

- 3.1 The AGENCY'S liability insurance policies shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected officials, officers, employees, and agents.
- 3.2 Any failure to comply with reporting provision of the policies shall not affect coverage provided to the COUNTY, its elected officials, officers and employees or agents.
- 3.3 The AGENCY'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.4 The insurance limits mandated for any insurance coverage required by this Agreement are not intended to be an indication of exposure nor are they limitations on indemnification.
- 3.5 In lieu of the insurance coverage in this section, the AGENCY may satisfy the requirements set forth in this section, by proof of coverage afforded by participation and membership in a Washington State recognized municipal risk management pool.

XIV. TREATMENT OF ASSETS

1. Title to any property furnished by the COUNTY shall remain in the name of the COUNTY.
2. Title to all AGENCY owned nonexpendable personal property and all real property purchased by the AGENCY, the cost of which the AGENCY is entitled to be reimbursed as a direct item of cost under this Agreement, shall pass to and vest in the AGENCY.
3. The COUNTY shall be responsible for any loss or damage to property, above \$500.00, incurred in the performance of the Agreement which results from:
 - 3.1 Normal wear and tear;
 - 3.2 Road hazards that are not reasonably foreseeable to the AGENCY;

- 3.3 As among the parties to this Agreement, the negligence of a person not a party to this Agreement;
- 3.4 Theft and vandalism.
- 4. Any loss or damage, listed in Section XIV. 3.2, to property of the COUNTY incurred in the performance of this Agreement shall be borne in the following manner:
 - 4.1 The AGENCY having control of the property at the time of the loss or damage shall be responsible for the first \$500.00 of loss or damage.
 - 4.2 The COUNTY shall be responsible for the remainder.
- 5. The AGENCY shall be responsible for any loss or damage to property of the COUNTY only when such loss or damage results from:
 - 5.1 Willful misconduct or negligence on the part of the AGENCY or its employees.
 - 5.2 Unauthorized use of vehicle(s) or equipment by AGENCY employees that renders vehicle(s) or equipment provided by the COUNTY unavailable to meet the terms of this Agreement.
- 6. Upon the occurrence of any loss or destruction in excess of \$500.00 or damage to any COUNTY property, AGENCY shall take all reasonable steps to notify the Medic One Administrator of such loss or damage within twenty four (24) hours and shall take all reasonable steps to protect that property from further damage. For any loss or damage in excess of \$500.00, the AGENCY shall, in a timely manner, or not to exceed thirty (30) days, submit a comprehensive written report to the Medic One Administrator detailing the events leading to the loss and the results of the investigation into the incident. For loss of less than \$500.00 a verbal notification followed by a written memo shall be required.
- 7. The AGENCY shall surrender to the COUNTY all property of the COUNTY within thirty (30) days after rescission, termination or completion of this Agreement unless another date for surrender of said property is mutually agreed upon by the parties.

XV. SUSPENSION, TERMINATION AND CLOSE-OUT

- 1. If either the AGENCY, or the COUNTY, fails to comply with the terms and conditions of this Agreement, each may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this Agreement in the manner specified herein.
 - 1.1 Suspension:
 - (a). If the AGENCY fails to comply with the terms of this Agreement, or if the AGENCY is unable to substantiate full compliance with the provisions of this Agreement, the COUNTY may initiate a suspension of the Agreement, provided that the AGENCY is first given a reasonable period, not less than 60 days, to cure any identified deficiencies. The COUNTY shall provide written notice of its intent to suspend the Agreement, specifying in detail the alleged non-compliance, the corrective actions required, and the time frame within which such actions must occur to avoid suspension.

- (b). If the AGENCY does not cure the identified deficiencies within the specified time frame, the COUNTY may proceed with suspension of the Agreement, pending further corrective action or investigation. The effective date of suspension shall be no earlier than 37 days following written notice of suspension to the AGENCY. The suspension shall remain in effect only until the AGENCY has satisfactorily addressed the identified deficiencies and demonstrated full compliance with the Agreement's terms.
 - (c). During the suspension period, the AGENCY may not incur new obligations under the Agreement unless such obligations are reasonable, necessary, and could not have been avoided despite the suspension. Any allowable costs incurred during this period shall be subject to the COUNTY's approval.
 - (d). Upon the AGENCY's demonstration of compliance to the COUNTY's satisfaction, the COUNTY shall promptly notify the AGENCY in writing that the suspension has ended, including the effective date of reinstatement.
- 1.2 Termination For Material Breach. Either party may terminate this Agreement in the event of a Material Breach of this Agreement by the other party pursuant to the following process:
- (a). The non-breaching party shall provide the breaching party with written notice which sets forth the alleged Material Breach(es)
 - (b). The breaching party shall have ninety (90) days following receipt of the notice from the non-breaching party (the "Cure period") to cure such alleged Material Breach(es).
 - (c). In the event that the breaching party fails to cure such Material Breaches during the Cure Period, the non-breaching party may terminate this Agreement upon the expiration of the Cure Period, by providing the breaching party with written notice of termination of this Agreement. The right to terminate this Agreement set forth in this paragraph shall be in addition to the other rights and remedies available to the parties under applicable law.
 - (d). For purpose of this Agreement, a "Material Breach" shall be the failure of a party to perform a contractual obligation that inhibits the other party from performing its payment or service obligations.
- 1.3 Termination for Other Grounds: This Agreement may also be terminated in whole or in part as follows:
- (a). By either party with the mutual consent of the other party, in which case the two parties shall devise by mutual written agreement, the conditions of termination including the effective date thereof and in case of termination in part, that portion to be terminated.
 - (b). This Agreement may only be terminated or amended due to the unavailability of anticipated funding sources by written consent of the parties and under the following conditions:
 - (i). **Notice of Revenue Shortfall.** The COUNTY must provide documented, written evidence that the anticipated revenue sources specified in this Agreement have not become available, despite reasonable efforts by the COUNTY to secure such funds.

- (ii). **Notice and Consultation.** Before any termination or amendment is enacted, the COUNTY shall provide the AGENCY with at least 90 days' written notice of the potential funding shortfall. The notice must include a detailed explanation of the funding issue, the specific services or obligations affected, and proposed actions to address the shortfall.
 - (iii). **Good Faith Collaboration.** During the 90-day notice period, the COUNTY and the AGENCY shall engage in good faith efforts to negotiate an amendment to the Agreement that addresses the funding limitations while preserving as much of the original scope of services as practicable. Both parties shall explore alternative funding arrangements, service adjustments, or other mutually acceptable solutions before termination is considered.
 - (iv). **Proportional Reductions.** In lieu of termination, the Agreement shall be amended to reflect funding limitations, with reductions applied proportionally to the scope of services or obligations, unless both parties agree otherwise in writing.
 - (v). **Final Termination Conditions.** Termination of the Agreement due to unavailability of anticipated funding sources shall only occur if:
 - A. The COUNTY has made reasonable efforts to secure alternative funding or adjust the Agreement;
 - B. The AGENCY and the COUNTY are unable to agree on an amendment despite good faith negotiations; and
 - C. The COUNTY provides a final written notice of termination at least 30 days before the effective date, specifying the steps taken to address the funding issue and the reasons why amendment was not feasible.
2. Close-Out: In the event that this Agreement is terminated in whole or in part for any reason, the following provisions shall apply:
- 2.1 Upon written request by the AGENCY, the COUNTY shall make or arrange for payment to the AGENCY of allowable reimbursable costs not covered by previous payments, however, the COUNTY shall not be obligated to pay for such costs from its general fund, or any funding source other than the Levy;
 - 2.2 The AGENCY shall immediately refund to the COUNTY any monies paid in advance for services not performed as those services are contemplated by this Agreement, over which the AGENCY shall have sole control and discretion to provide in accordance with the terms herein.
 - 2.3 The AGENCY shall submit, within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement.
 - 2.4 In the event a financial audit has not been performed prior to close out of this Agreement, the COUNTY retains the right to withhold a just and reasonable sum from the final payment to the AGENCY after fully considering the recommendations on disallowed costs resulting from the final audit. Prior to conducting a financial audit, the COUNTY shall provide the AGENCY seven days' written notice of its intent to conduct the audit. In no event may the

COUNTY withhold sums from the AGENCY when the COUNTY has not done an audit within 30 days of the aforementioned written notice.

XVI. JURISDICTION

1. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.
2. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County or in the superior court of the two nearest judicial districts as determined pursuant to RCW 36.01.050.

XVII. SEVERABILITY

1. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
2. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

XVIII. ENTIRE AGREEMENT

1. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. This Agreement replaces all prior interlocal BLS Agreements between the COUNTY and the AGENCY . Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of Agreement and is cause for termination. Both parties recognize time is of the essence in the performance of the provision of this Agreement. It is also agreed by the parties that the forgiveness of the non-performance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

XIX. NO THIRD PARTY LIABILITY

1. This Agreement shall not be construed to provide any benefits to or create a cause of action for or on behalf of any third parties. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine.

XX. DISPUTE RESOLUTION

1. The parties shall use reasonable efforts to mediate any dispute arising under this Agreement. In the event of such a dispute, each party may, upon mutual agreement of both parties, designate, in writing, not more than three (3) candidates it proposes to act as a non-binding mediator within ten (10) days following notification of a dispute. If the parties cannot agree on one of the mediators from the combined list within five (5) days, then the parties shall promptly meet and select a mediator by blind draw. Upon selection of the mediator, the parties shall within

forty-five (45) days or as soon thereafter as possible, meet and engage in a mediation of the dispute with the assistance of the mediator. The cost for the mediation services shall be borne equally between the parties, each party paying one-half of the cost. The mediator shall determine reasonable procedures. Testimony and briefing, if any, provided to the mediator shall be inadmissible in any subsequent court proceedings. If mediation fails to resolve the dispute, the parties may thereafter seek redress in a court of competent jurisdiction. Nothing in this section shall be construed to prohibit either party from exercising its right to terminate this Agreement as otherwise provided in this Agreement or be construed as a pre-condition to the exercise of such right to terminate.

XXI. EQUAL OPPORTUNITY TO DRAFT

1. Each party has had opportunity to consult with counsel in connection with the negotiation, execution and delivery of this Agreement. Each of the provisions of this Agreement has been reviewed and negotiated and represents the combined work product of both parties hereto. No presumption or other rules of construction which would render the provisions of this Agreement in favor of or against the party preparing the same will apply in connection with the construction or interpretation of any of the provisions of this Agreement.

XXII. MISCELLANEOUS

1. **Successors.** All of the terms, covenants, and conditions in this Agreement shall extend to and bind any approved legal successors and assigns of the parties hereto.
2. **Effect of Recitals** The headings and recitals in this Agreement are for convenience only and do not in any way limit or amplify the provisions of this Agreement.
3. **Recording.** The parties shall ensure that copy of this Agreement is filed with the Thurston County Recorder's Office or posted by subject on either party's website.
4. This Agreement does not establish a separate legal entity, joint board, or administrative entity for the purpose of acquiring, managing, or disposing of property or any other financial obligation allowed under the Act.
5. This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by one party to enable it to perform the services required under this Agreement, shall remain the property of the acquiring party in the event of the termination of this Agreement.
6. **No Agency Created.** This Agreement does not create a partnership between the parties and no separate legal entity is created by this Agreement. No real or personal property belonging to the COUNTY shall be exchanged with AGENCY during the performance of this Agreement. No real or personal property belonging to the AGENCY shall be exchanged with COUNTY during the performance of this Agreement.
7. **Agreement Administration.** This Agreement shall be administered by the Fire Chief of the AGENCY and the COUNTY's Emergency Services Director.

DATED: _____ DATED: _____

City of Tumwater

Thurston County, Washington

Mayor Debbie Sullivan

Director, Emergency Services

ATTEST

JON TUNHEIM
PROSECUTING ATTORNEY

Melody Valiant, City Clerk

By: Seth Dickey, Deputy Prosecuting Attorney

APPROVED AS TO FORM

Karen Kirkpatrick, City Attorney

EXHIBIT A: SERVICES

I. SERVICE AREA

The following services shall be provided within Thurston County, or for mutual aid response outside of Thurston County, during the term of this Agreement.

II. SERVICES

- A. The AGENCY shall provide emergency medical services, at a level determined by the Agency in accordance with State Statute and Department of Health approved protocols.
- B. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with financial support for medical supplies (BLS Supply Fund), based on prior year call volume of the AGENCY.

AGENCY BLS Supply Funds shall be used to provide emergency medical care or emergency medical services, including training for such personnel and related equipment, supplies, vehicles, structures needed to provide this care or service, and/or encourage preventative health measures. Expenses shall be consistent with the level of the AGENCY's Washington State Department of Health Certification. These funds may be expended directly by COUNTY on behalf of the AGENCY, or by the AGENCY with reimbursement requested from the COUNTY. In the event the allocated amount for the AGENCY defined in Exhibit "B" (subject to annual adjustment) is exceeded due to previously unforeseen circumstances, the AGENCY may request the COUNTY to deduct the overage amount from the AGENCY's following years supply fund provided that the AGENCY's following year's supply fund is not exceeded.

- C. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide Financial Support directly to the AGENCY (Direct Support) to cover a portion of the costs for the provision of their BLS service delivery, based on prior year call volume of the AGENCY. The amount shall not exceed the amount allocated for the AGENCY defined in Exhibit "B" (subject to annual adjustment).
- D. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide OTEP Financial Support directly to the AGENCY to cover a portion of the cost of providing BLS OTEP to their BLS providers, based on the number of certified BLS providers affiliated with the AGENCY. The amount shall not exceed the amount allocated for the AGENCY defined in Exhibit "B" (subject to annual adjustment).
- E. The COUNTY, through the Thurston County Emergency Medical Services Fund, shall provide the AGENCY with financial support to cover a portion of the expenses of a BLS Medical Services Officer (MSO), based on the number of certified BLS providers affiliated with the AGENCY. Specific MSO deliverables are defined below. The amount shall not exceed the amount allocated for the AGENCY defined in Exhibit "B" (subject to annual adjustment).
 - a. The AGENCY shall identify in writing to the COUNTY an AGENCY Point of Contact who is responsible for the completion of the tasks listed below. The AGENCY Point of Contact shall provide the COUNTY with the name(s) of authorized AGENCY representative(s).

Each task is assigned a percentage of total available MSO funding for the applicable time period. MSO funding will be paid to the AGENCY at a pro-rated amount based on completion of the following deliverables. The assigned AGENCY Point of Contact is expected to ensure attendance of an authorized AGENCY representative to the meetings of the specified groups and functions. If the assigned authorized AGENCY representative is unable to attend one of the meeting occurrences, the AGENCY Point of Contact will provide for an authorized alternate representative.

The percentage of value listed below will indicate the relative share of compliance to the individual activity to calculate the share of funding to be provided to the AGENCY for MSO reimbursement. Attendance (or lack thereof) by an authorized AGENCY representative shall be tracked and documented by the COUNTY to ensure accuracy for compliance and the COUNTY shall provide a regular report to the AGENCY Point of Contact of the same. Each of the nine activities listed below shall be conducted with reasonable due notice of meeting dates, times and locations, in consideration of the individual AGENCY authorized representative's availability.

- i. Participation in the MSO Subcommittee – 10%
 - ii. Participation in the Protocol Advisory Subcommittee – 10%
 - iii. Participation in the Quality Improvement Subcommittee – 10%
 - iv. Participation in the Transportation Resource Utilization Workgroup – 10%
 - v. Participation in the MCI Workgroup – 10%
 - vi. Participation in the Equipment Workgroup – 10%
 - vii. Serve as a channel of communication between the AGENCY and the COUNTY – 10%
 - viii. Quality assurance activities as needed, including complaint investigation and follow-up – 10%
 - ix. OTEP coordination between the AGENCY and the COUNTY, including records submission and workshop attendance – 20%
- F. The COUNTY shall provide funding for the provision of certain occupational health vaccination and testing services, to include Hepatitis B vaccination series, Titer tests, Tuberculosis tests, Tetanus/Diphtheria/pertussis (Td or Tdap) and influenza vaccines for all AGENCY EMS providers in addition to the BLS Supply, OTEP Support, MSO Support, and Direct Support amounts.
- G. The COUNTY shall provide and manage equipment, software and signal service subscription and manage operations and maintenance of cellular communications modems for the ePCR system, as well as ePCR hardware/software, and associated support. AGENCY is responsible for providing a Point of Contact to COUNTY's Medic One Systems Manager. The AGENCY shall leave modems powered on at all times. If the AGENCY is planning on adding or retiring a vehicle, they shall notify the COUNTY with enough lead time for COUNTY staff to arrange for installation or retrieval of COUNTY-owned hardware.

- H. The AGENCY shall use COUNTY ePCR in the field for patient care, and the COUNTY's Medic One Systems Manager shall coordinate any periodic updates as may be required.
- I. AGENCY shall report ePCR outages or COUNTY-owned equipment problems upon recognition of failure. The COUNTY shall be responsible for the repair or replacement of defective equipment at the COUNTY's expense.
- J. The COUNTY shall provide AEDs to the AGENCY for each Department of Health Licensed Aid or Ambulance BLS response vehicle. AGENCY is responsible for uploading AED data after use on each patient. AGENCY is responsible for replacement of consumable supplies associated with the AEDs, including electrodes and batteries, which may be obtained through the COUNTY supply ordering process. COUNTY is responsible for technical support of the AEDs.
- K. The AGENCY shall provide COUNTY with access to COUNTY owned equipment.
- L. The AGENCY shall not abuse or misuse COUNTY owned equipment.
- M. The AGENCY assumes all responsibility for equipment/supplies received commensurate with the terms and conditions identified in Section XIV "Treatment of Assets" in this Agreement.
- N. The COUNTY shall identify and maintain a materials and equipment supply ordering process and shall fulfil AGENCY supply orders within 2 business days. Orders must be submitted no later than 2 business days prior to pick up. Orders not picked up by the AGENCY on the date requested will be returned to stock unless prior notification is given for a delayed pick up.
- O. The AGENCY shall notify COUNTY within 30 days of supplies/equipment purchased/received, for reimbursement requests.
- P. The COUNTY shall provide monthly BLS supply fund expenditure reports to the authorized AGENCY Point of Contact within 25 business days following the last day of the previous month.
- Q. The AGENCY shall reconcile accounts within 30 days of receiving COUNTY's monthly BLS supply fund expended report.
- R. THE AGENCY shall conduct OTEP, in accordance with COUNTY requirements.
- S. THE AGENCY shall establish, in writing, a BLS POC (point of contact), and provide this to the COUNTY.

EXHIBIT B: PAYMENT

1. The formula for BLS funding may be updated by the COUNTY as needed without affecting other terms and conditions of this Agreement.
2. The formula will take into consideration each individual AGENCY's relative share of run (incident) volume for the given fiscal year (January – December). This volume is calculated from the number of EMS runs that have occurred in that AGENCY's jurisdiction, and does not include runs made by the AGENCY for mutual aid outside its jurisdiction.
3. The annual EMS run volume statistics shall be prepared by Thurston 911 Communications and provided to the COUNTY. This information shall be provided by April 1st of each year. The AGENCY shall have the ability to review and comment on the content of such report to ensure accuracy and to initiate corrections if necessary.
4. The formula will also take into consideration each individual AGENCY's relative share of BLS personnel certified in Thurston County. The number of BLS personnel will be determined through each AGENCY's Department of Health roster on Secure Access Washington in February of each year.
5. The funding is based on the annual budget for BLS Support (financial, supplies & equipment, OTEP, and MSO) as approved by the EMSC. The total amount is then allocated by the COUNTY to each AGENCY based on its individual share (or percentage).
6. Each year, the COUNTY shall prepare an annual allocation form based on the EMSC approved budget. The form shall identify the following:
 - a. Each AGENCY's EMS run volume;
 - b. The percentage of the total Thurston County EMS run volume that AGENCY responded to;
 - c. Each AGENCY's number of Thurston County Department of Health BLS-certified personnel;
 - d. The total approved budget for financial support for each AGENCY;
 - e. The financial support base compensation for each AGENCY (same for all agencies);
 - f. The financial support compensation per run (call);
 - g. The financial support compensation for reimbursement of AGENCY mobile computer terminal costs per run (call);
 - h. The total approved budget for OTEP financial support for agencies;
 - i. The OTEP financial support base compensation for each AGENCY (same for all agencies);
 - j. The OTEP financial support amount per certified BLS provider for each AGENCY;
 - k. The total OTEP financial support amount for each AGENCY;
 - l. The total approved budget for BLS MSO financial support for agencies;
 - m. The BLS MSO support base compensation for each AGENCY (same for all agencies);
 - n. The BLS MSO support amount per certified BLS personnel;
 - o. The total BLS MSO support amount for each AGENCY;
 - p. The total approved budget for supplies & equipment for AGENCYS;
 - q. The supply & equipment support base compensation for each AGENCY (same for all AGENCYS);
 - r. The supply & equipment support compensation per run (call); and
 - s. The total compensation to be provided to each AGENCY.
7. The terms and conditions for compensation are covered in Section IV "Compensation and Methods of Payment" of this Agreement.