

## INTERLOCAL AGREEMENT

This Interlocal Agreement made this day by and between the City of Washougal, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Washougal"; and the City of Camas, a municipal corporation organized and existing under the laws of the State of Washington, hereinafter referred to as "Camas".

### WITNESSETH

1. The cities of Washougal and Camas are currently operating under an Interlocal Agreement entered into on the 5<sup>th</sup> day of July, 2006, whereby Camas provides ambulance services to the City of Washougal.

2. Both cities are desirous of modifying the previous agreement and continuing an Interlocal Agreement pursuant RCW 39.34, the Interlocal Cooperation Act, with the new Agreement to supersede the old Agreement in its entirety.

3. The parties to this agreement are also parties to an interlocal agreement with East County Fire & Rescue District for the provision of emergency medical rescue and licensed ALS transport service in Camas, Washougal, and East County Fire & Rescue District. The three party agreement sets forth provisions and condition common to all three parties. This agreement supplements the three-party agreement by specifying additional provisions applicable only to Camas and Washougal.

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

### **SECTION I - PURPOSE**

The purpose of this Agreement is to allow the City of Camas to continue to furnish emergency medical rescue and licensed ALS ambulance transport services to citizens within the City of Washougal. The two cities acknowledge that the current financial structure of the EMS system is unsustainable and that a solution must be determined cooperatively to make the system sustainable into the future. Further, the two cities are engaged in a cooperative evaluation of the viability of consolidating their respective fire departments in an effort to enhance service to the community and efficiencies in service delivery. In furtherance of both of these goals, the two cities agree to a trial period of consolidation of the operations

of the two fire departments to determine if further consolidation efforts should be undertaken. Continuation of the trial consolidation will allow all Fire Department employees from the rank of Captain and below to staff either city's department, subject to scheduling by the two Fire Chiefs or the Battalion Chiefs. Wages and benefits for the employees of both departments shall be paid by their respective departments. The intention is to supply personnel when available to augment either department to reduce overtime spending and to evaluate service enhancements.

## **SECTION II - RESPONSIBILITIES OF CAMAS**

- A. The City of Camas will station an ALS ambulance at Washougal's Fire Station #171 twenty-four (24) hours per day. Camas ambulance staffing: Staffing deployment will be at the discretion of the Battalion Chief to allow for operational needs but shall be at a minimum; to provide two employees, one of which shall be a paramedic (minimum) at Station 171 in Washougal. In the event the use of accrued leave by the Camas firefighters reduce that number below two and there is sufficient staffing of Washougal firefighters on duty that day to fill the empty slot(s) the city of Camas shall not be required to fill the minimum staffing requirement, providing the criteria of a minimum of one paramedic is still met at Station 171
- B. The staff noted above will respond to Washougal fire calls unless they are simultaneously engaged in a medical call per CRESA dispatch protocols and the existing mutual aid agreement.
- C. It is the intent of the parties that the Camas ALS ambulance stationed in Washougal will typically be the first responder for Washougal aid calls. However, the dispatch priority will be determined by CRESA based on the closest available unit.
- D. Camas Fire Department will continue to provide monthly EMT training to the Washougal Fire Department as is currently provided.
- E. Camas Fire Department will provide future Washougal paramedics in training the required ALS service time, which is currently 60 medical calls/transport, necessary to complete paramedic training and gain full certification. Maximum of three at any given time and subject to the FTEP program.
- F. The identifying logo on the ambulance stationed in Washougal shall be the "tri-agency" logo that identifies the unit as "Serving Washougal, Camas, and ECF&R.

- G. When available, the "on-duty" Camas Fire Department Battalion Chief shall respond to Washougal Fire Department calls at the same level as Camas calls.

### **SECTION III - RESPONSIBILITIES OF THE CITY OF WASHOUGAL**

- A. The City of Washougal will continue to transfer applicable levy funds within ten (10) days of receipt from the Clark County Treasurers Office.
- B. The City of Washougal shall contribute an amount equal to one-half of the proceeds of its existing EMS levy at a rate of fifty cents (\$.50) per one thousand dollars (\$1,000) of the assessed valuation property in the City of Washougal (first collected in 2005 based on the City's 2004 assessed valuation) as collected, as limited by Chapter 84.55 RCW. In addition, the City of Washougal shall contribute an amount equal to the proceeds of a "levy lid lift" pursuant to RCW 84.55.050, which was approved by the voters in 2006 at the rate of ten cents (\$.10) per one thousand dollars (\$1,000) of the assessed valuation of property in the City of Washougal as collected, also limited by Chapter 84.55 RCW.
- C. Washougal staffing: Staffing deployment will be at the discretion of the Battalion Chief to allow for operational needs but shall be at a minimum; to provide two crew members at a minimum rank of firefighter/IV technician (EMT B, with IV therapy endorsements or equivalent). In the event the use of accrued leave by the Washougal firefighters reduce that number below two and there is sufficient staffing of Camas firefighters on duty that day to fill the empty slot(s) the city of Washougal shall not be required to fill the minimum staffing requirement.
- D. The City of Washougal shall provide quarters for the ambulance and two ambulance personnel at Station #171.
- E. The City of Washougal shall provide an additional FTE to the EMS system or a staff position to the city of Camas as it is currently.

#### **SECTION IV – MUTUAL RESPONSIBILITIES**

It is agreed by the parties that a continuing cooperative evaluation of the EMS system will be undertaken with the goal of making the system sustainable into the future. The evaluation will seek system efficiencies, review services levels and explore alternative service delivery options.

#### **SECTION V – VOLUNTEER FIREFIGHTERS**

It is agreed by the parties that the Washougal Volunteer Firefighters shall continue to be utilized according to past practice. Furthermore, the use of the volunteers and opportunities for them to serve may be enhanced as agreed by the Washougal Volunteer Firefighters, IAFF Local, and the two Cities.

#### **SECTION VI - HOLD HARMLESS AND INSURANCE**

The City of Camas shall defend, indemnify and hold Washougal, its elected officials, officers, volunteers and employees 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 solely by the gross negligence or intentional acts of Washougal and its employees, officers, or volunteers. The City of Camas further agrees to maintain during the terms of the Agreement liability insurance in amount as provided for in the WCIA Joint Protection Program, protecting itself, its officers, employees and the City of Washougal, their officer and employees, from claims of all persons for damages arising out of the negligence by the City of Camas, its officers and employees, in providing emergency medical services pursuant to this Agreement.

#### **SECTION VII - TERM**

The term for the continuation of the trial consolidation shall begin on March 1, 2012 and shall extend for a period of 22 months ending on the 31st of December 2013 unless the trial consolidation is terminated for cause as outlined in Section 8 of this agreement.

#### **SECTION VIII - TERMINATION**

In the event either party breaches this agreement, the other party may give written notice to the first party specifying the breach. The breaching party shall then have 30 days from the receipt of notice to remedy the breach, provided however, if the nature of the breach is such that it cannot reasonably be remedied within 30 days, it shall be sufficient if the breaching party has initiated steps to remedy the breach within 30 days and the breach is remedied within 60 days of the receipt of notice. If the breach of agreement is not remedied in a timely manner as provided herein, then the non-breaching party may terminate this agreement by giving written notice to the other party.

**SECTION IX - BENCHMARKS**

During the life of the agreement, the City Administrators and Fire Chiefs shall make status reports on the trial consolidation and EMS system evaluation to their respective City Councils each quarter. Joint Council sessions may be held as appropriate.


**SECTION X - SEVERABILITY**

If any section or part of the 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.

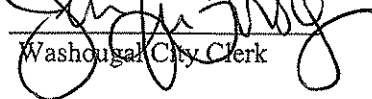
**SECTION XI - AGREEMENT OF FILE**

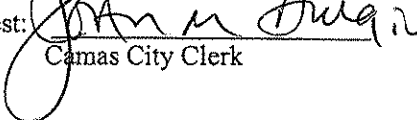
This Agreement shall be filed with the City Clerks of the cities of Camas and Washougal, with the Clark County Auditor, and with the State of Washington.

DATED this 21st day of February, 2012.

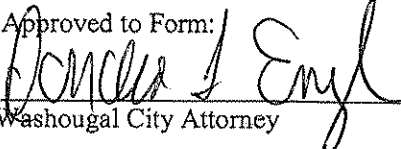
By:   
Mayor for the City of Washougal

By:   
Mayor of the City of Camas

Attest:   
Washougal City Clerk

Attest:   
Camas City Clerk

Approved to Form:  
  
Camas City Attorney

Approved to Form:  
  
Washougal City Attorney