

H 2. 22000

INTERLOCAL COOPERATIVE AGREEMENT

BETWEEN

CITY OF ANACORTES

AND

SKAGIT COUNTY

THIS AGREEMENT is made and entered into by and between City of Anacortes ("Anacortes") and Skagit County, Washington ("County") pursuant to the authority granted by Chapter 39.34 RCW and RCW 36.01.095.

1. **PURPOSE:** Skagit County has established an Emergency Medical Services Commission which is to oversee the operation of emergency medical services within Skagit County, pursuant to Ordinance #20030003. Pursuant to that ordinance, the County is to enter into contracts with Contractors for the provision of Advanced Life Support Ambulance Services. City of Anacortes has been providing such services for the Western region of Skagit County for a number of years. The County and Anacortes desire to enter into a contract for the provision of Advanced Life Support ambulance services within the Western region, designated as Sections AFD 14 and AFD 16 on the map attached hereto as exhibit.

2. **RESPONSIBILITIES:** City of Anacortes shall provide Advanced Life Support (ALS) Ambulance Services within Skagit County as set forth below:

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a. Ambulance Units:

Anacortes shall provide two (2) ALS capable pre-Hospital Emergency Medical Services Response Teams (ALS Response Teams) on a 24 hours per day, 7 days per week basis with appropriate ALS vehicle and equipment (Med 14 and Med 16). One of the ALS Response Teams (Med 14) shall be available to respond primarily to East Fidalgo Island and Guemes Island. The other ALS Response Team (Med 16) shall be available to respond primarily to West Fidalgo Island. Anacortes may modify the general response zones to enhance response times and balance workload. All ambulances supplied for the purposes of this Agreement shall comply with all applicable State rules and regulations and shall be licensed by the Department of Health of State of Washington.

b. Ambulance Use Restrictions:

Both parties agree that the purpose of the ALS ambulance services under this Agreement is primarily to respond to emergency medical services/9-1-1 situations within Skagit County. Anacortes shall reserve Med 14 and Med 16 predominately for 9-1-1 emergency responses within the Western region, except for providing critical inter-facility transfers from Island Hospital. Nothing herein, however, shall prohibit Anacortes from providing non-critical inter-facility transports to its patients where medically indicated as long as Med 14 and Med 16 are not utilized regularly and as long as staffing is consistent with Section 2(e) below.

c. Ambulance Response Times:

Anacortes shall comply with Patient Care Procedure #5 of the Operational Guidelines, which are attached hereto in Exhibit B. Response times shall be from the time the medic unit is notified until the ambulance unit arrives. This includes turnout and travel time. Response times to Guemes Island via ferry transport shall be modified to add the wait period, loading, travel, and offloading time of the Guemes ferry. Response times shall be reported to the EMS Commission on a monthly basis on the Medical Incident Report form approved by the EMS Commission as set forth in Section 8 of this Agreement.

Ambulance base stations shall be located in order to maximize coverage of the population within the service area. Compliance with this requirement shall be monitored by the EMS Commission and may be waived in the event of a natural disaster or other catastrophe, which

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renders performance of this requirement substantially impossible. The current locations of Anacortes' base stations are in the City of Anacortes at the Main Fire Station and the Norman Brown Station.

Anacortes shall notify the Skagit County Consolidated Communications Center ("911 Center") upon all of the following:

- (i) receipt and response to the call;
- (ii) arrival at the scene;
- (iii) transport to closest trauma facility or other destination designated by the Skagit County EMS Medical Program Director (MPD);
- (iv) arrival at closest trauma facility or other destination designated by the MPD;
- (v) in service, ready for next call; and
- (vi) back in quarters.

Anacortes shall also notify the dispatch agency immediately of any reason the ALS ambulance is out of service and unavailable for response pursuant to the terms of this agreement.

d. Back-up Ambulance Service:

Anacortes shall provide back-up ambulance service on a 24 hours per day, 7 days per week basis when both Med 14 and Med 16 are responding to a call. Anacortes may provide this back-up service through arrangements with Med 16 and/or through agreements with other ALS ambulance service providers within Skagit County, together with additional coverage pursuant to call back arrangements with ambulance crew members. Copies of any such agreements Anacortes enters into shall be filed with the EMS Commission no later than 30 days after the effective date of this Agreement. Any amendments thereto shall be filed with the EMS Commission no later than 7 days after the effective date of the amendment.

e. Personnel and Training:

Anacortes shall employ, during the term of this Agreement and any renewal thereof, an adequate number of ALS personnel and Emergency Medical Technician ("EMT") personnel so as to be able to provide the services required herein. ALS personnel shall mean EMT Paramedic qualified personnel. All ALS and EMT personnel shall be certified to the standards of the Washington State Department of Health and any and all

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other laws applicable to such personnel, as the same are now in effect or as may be hereafter amended. All ALS and EMT personnel shall be under the direct medical control and supervision of the Skagit County EMS Medical Program Director or his designee.

Each ALS Ambulance shall be staffed with a minimum of one ALS and one EMT personnel as required by WAC Chapter 246-976

In the event Anacortes is unable to secure a sufficient number of qualified personnel to staff the ambulances, it will notify the EMS Commission and the County immediately upon making this determination. If the MPD determines that Anacortes cannot provide the services set forth in this Agreement, the County, Anacortes and the MPD shall meet and confer on possible solutions. After such meeting, the MPD shall determine which solution shall be used to address the problem. Without limiting the County's ability to determine whether a breach of the Agreement has occurred, the County and Anacortes will then meet to discuss the effect of such circumstance on this Agreement. The County and Anacortes will then meet to negotiate the effect of such circumstance on this Agreement.

f. Dispatch of Ambulances:

The dispatch of ALS Ambulance Services for Anacortes shall be in accord with the terms and conditions of the contract entered into between the EMS Commission and the dispatch agency. A copy of that contract is attached as Ex. A. Anacortes shall respond to all calls to which they are dispatched by the dispatch agency.

3. **INDEPENDENT CONTRACTOR:** The parties intend that an independent contractor relationship be created by this Agreement. Nothing herein shall be construed to create an employer-employee or master-servant relationship. All services performed pursuant to this agreement shall be performed by Anacortes as an independent contractor. Anacortes acknowledges that the entire compensation for this Agreement is contained in Section 5 and that Anacortes and its employees are not entitled to any County benefits afforded to Skagit County employees. Anacortes shall defend, indemnify and hold harmless the County, its officers, agents and employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

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4. **TERM OF AGREEMENT:** The term of this Agreement shall be from April 1, 2004 through December 31, 2004.
5. **MANNER OF FINANCING:** This Agreement shall be funded with EMS levy funds and no other County funds. County agrees to pay Anacortes a total of \$334,319.56 for April 1-December 31, 2004, and 463,590.40 for 2004 for the services provided herein. Payment shall occur in monthly installments upon submission of an invoice by Anacortes.
6. **ADMINISTRATION:** The EMS Commission, on behalf of the County and in accord with Ordinance #20030003, shall monitor this contract for compliance with its terms and conditions. Any and all notices required to be given to the County under this Agreement must also be given to the EMS Commission. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.
 - 6.1 The County's representative shall be the County Administrator.
 - 6.2 Anacortes' representative shall be The Mayor.
7. **TREATMENT OF ASSETS AND PROPERTY:** No real property will be jointly or cooperatively, acquired, held, used, or disposed of pursuant to this Agreement. Ambulances used as part of this Agreement are or have been paid for with Medic I levy funds. Title to the ambulances shall be in the name of Anacortes during the term of this Agreement. Title to other equipment acquired with Medic I levy funds shall be transferred to the EMS Commission. A list of the County-funded assets is set forth in Exhibit C attached hereto. Upon termination of the Agreement, title to those assets that were purchased with County funding (either directly from the County or indirectly through the EMS Commission) shall be transferred by Anacortes to the County or the EMS Commission. Those assets purchased with City funds shall remain the property of the City.
8. **REPORTS:** Anacortes shall complete a Medical Incident Report (MIR) form, approved by the EMS Commission, for the recording of pertinent ambulance response and patient care information for each call. Anacortes shall retain a file copy of this report, separate from any other patient care record, and provide one (1) copy of the report to the Skagit County EMS Medical Program Director, or his

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designee, for review. A copy of the currently-approved form is attached hereto as Exhibit D.

Anacortes shall submit the MIR information electronically to the EMS Commission, at the end of each month, but no later than the 5th of the ensuing month. Anacortes shall provide a data transfer application so that the information is received in the same format as the Skagit County EMS Commission data collection system. The County shall reimburse Anacortes up to a maximum of \$5,000 dollars for the development of a data transfer program. The data transfer program shall be installed and functioning prior to April 1, 2004. ALS Ambulance operational and financial information shall be provided to the EMS Commission, upon request, to assist in the cost efficiency review process.

9. **RECORDS AND INSPECTION:** This contract is subject to review by any Federal or State auditor. The County and the EMS Commission shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the County. Such review may occur with or without notice, and may include, but is not limited to, on-site inspection by County or EMS Commission agents or employees, inspection of all records or other material which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluation by service recipients under this Agreement. Anacortes shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for review, upon request, unless State or Federal laws requires otherwise.

Anacortes agrees that it shall be financially liable for the costs of any audit exceptions occurring as a result of its negligence or failure to comply with the terms of the Agreement.

10. **INDEMNIFICATION:** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the County by reason of entering into this contract except as expressly provided herein.
11. **DISPUTE RESOLUTION:** In the event that the EMS Commission and Anacortes believe that there is a contractual compliance issue they are unable to resolve, Anacortes shall bring that issue to the attention of the County Administrator. The County Administrator shall then meet with representatives of both the EMS

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Commission and Anacortes in an attempt to resolve the dispute. Nothing in this contract shall prohibit the EMS Commission from establishing a dispute resolution procedure to address any disputes with the ALS providers prior to those disputes being brought to the attention of the County Administrator.

12. **TERMINATION:** Any party hereto may terminate this Agreement upon ninety (90) days notice in writing either personally delivered or mailed postage-prepaid by certified mail, return receipt requested, to the party's last known address for the purposes of giving notice under this paragraph. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
13. **TERMINATION FOR BREACH:** This Agreement may be terminated by either party for cause, provided that in the event of a breach, the non-breaching party shall give written notice to the breaching party stating specifically the provision of the Agreement alleged to have been breached and the factual basis underlying the alleged breach. Within 30 days after receipt of the notice, the breaching party shall:
- (a) cure said breach; or
 - (b) contest the alleged breach.

Failure to cure the breach or contest the alleged breach within thirty days shall be deemed a material breach of this contract and shall enable the non-breaching party to unilaterally terminate this Agreement, upon delivery of written notice of termination via certified mail, to the breaching party. Termination shall be effective upon receipt of said notice.

In the event either party pursues litigation in order to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, in addition to any and all other remedies, costs and damages permitted by law.

14. **NOTICE:** Any notice required to be given herein shall be in writing and shall be mailed via certified U.S. mail, return receipt requested, to the parties at the following addresses.

County: Skagit County Commissioners' Office
700 South Second Street
Mount Vernon, WA 98273

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Anacortes: Anacortes Fire Department
1016 13th Street
Anacortes, WA 98221

Any notice or submission required herein to be made to the EMS Commission shall be mailed to the EMS Commission, 2911 East College Way, Suite C, Mount Vernon, WA 98273, unless otherwise mutually agreed upon by Anacortes and the EMS Commission.

15. **AMENDMENTS AND WAIVERS:** This Agreement may be changed, modified, amended or waived only by written agreement executed by the parties hereto. Waiver of breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
16. **SEVERABILITY:** In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.
17. **ASSIGNMENT:** This Agreement or any portion hereof shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
18. **ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement this 1st day of February, 2004.

APPROVED:

GOVERNMENT AGENCY:

BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Title of Signatory

Ken Dahlstedt, Chairman

SKAGIT COUNTY
Contract # C20030483

Print Name of Signatory

Ted W. Anderson, Commissioner

Mailing Address:
(Street address required
in addition to P.O. Box)

Don Munks, Commissioner

Attest:

JoAnne Giesbrecht, Clerk of the Board

Recommended:

By: _____
Department Head

By: _____
Budget & Finance Director

Approved as to Indemnification:

By: _____
Risk Manager

Approved as to Form:

By: _____
Deputy Prosecuting Attorney

EXHIBIT A: Map of response areas.

EXHIBIT B: North Region EMS & Trauma Care Council-Pre-hospital Response Times.

EXHIBIT C: Mobile and Portable Equipment List as reference to ownership.

EXHIBIT D: A copy IDEA Web based EMS Data Report Form.

EXHIBIT E: Agreement between Skagit EMS Council and Skagit 911.

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AMENDMENT #1
ORIGINAL AGREEMENT #C20030483

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The City of Anacortes, hereinafter called "Anacortes", and Skagit County, hereinafter called "County", agree to amend Agreement No.C20030483, as set forth below under "Terms of Amendment."

TERMS OF AMENDMENT:

- 4. **TERM OF AGREEMENT:** The term of this Agreement shall be from April 1, 2003 through **December 31, 2004.**
- 5. **MANNER OF FINANCING:** This Agreement shall be funded with EMS levy funds and no other County funds. County agrees to pay Anacortes a total of \$334,319.56 for **April 1-December 31, 2003, and \$463,590.40 for 2004** for the services provided herein. Payment shall occur in monthly instalments upon submission of an invoice by Anacortes.
- 8. **REPORTS:** Anacortes shall complete a Medical Incident Report (MIR) form, approved by the EMS Commission, for the recording of pertinent ambulance response and patient care information for each call. Anacortes shall retain a file copy of this report, separate from any other patient care record, and provide one (1) copy of the report to the Skagit County EMS Medical Program Director, or his/or her designee, for review. A copy of the currently-approved form is attached hereto as Exhibit D.

Anacortes shall submit the MIR information electronically to the EMS Commission, at the end of each month, but no later than the 5th of the ensuing month. Anacortes shall provide a data transfer application so that the information is received in the same format as the Skagit County EMS Commission data collection system. **The County shall reimburse Anacortes up to a maximum of \$5,000 for the development of a data transfer application program. The data transfer application program shall be installed and functioning prior to April 1, 2004.** ALS Ambulance operational and financial information shall be provided to the EMS Commission, upon request, to assist in the cost efficiency review process.

All other terms and conditions of the original contract shall remain in effect.

Date: 11/30/04

CITY OF ANACORTES

H. Dean Maxwell
H. Dean Maxwell, Mayor

Mailing Address
Sixth Street & Q Avenue
Anacortes WA 98221

Approved:

By: Ian S. Munce
Ian S. Munce
City Attorney

APPROVED: February 17, 2004
BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON

Ted W. Anderson
Ted W. Anderson, Chairman

Don Munks
Don Munks, Commissioner

Kenneth A. Dahlstedt
Kenneth A. Dahlstedt, Commissioner

Recommended:

By: Daryn Row
Department Head

By: [Signature]
Budget & Finance Director

Approved as to Indemnification:

By: [Signature]
Risk Manager

Approved as to Form:

By: [Signature]
Deputy Prosecuting Attorney

Attest: [Signature]
JoAnne Gesbrecht, Clerk of the Board