

## INTERLOCAL AGREEMENT FOR EMS SERVICE

**THIS INTERLOCAL AGREEMENT (AGREEMENT) IS ENTERED INTO BY AND BETWEEN SOUTH WHIDBEY FIRE/EMS, 5535 CAMERON ROAD, FREELAND, WA, 98249, HEREINAFTER REFERRED TO AS “FIRE DISTRICT”, AND WHIDBEY ISLAND PUBLIC HOSPITAL DISTRICT, 101 NORTH MAIN STREET, COUPEVILLE, WA, 98239, HEREINAFTER REFERRED TO AS “HOSPITAL DISTRICT”, AND HEREINAFTER COLLECTIVELY REFERRED TO AS “PARTIES”.**

**WHEREAS**, the Parties recognize the value to citizens in providing an multi-tiered pre-hospital emergency medical response system; and

**WHEREAS**, the Parties enter into this agreement pertaining to the Hospital District reimbursing the Fire District for assisting with pre-hospital emergency medical response within the jurisdictional boundaries of South Whidbey Island Fire/EMS and those areas covered by automatic or mutual response by the Fire District; and

**WHEREAS**, the Hospital District is supported by a levy to provide emergency medical services to all of Whidbey Island; and

**WHEREAS**, the Parties, along with other Fire Departments on Whidbey Island, have made arrangements relating to the provision of emergency medical services for Whidbey Island; and

**WHEREAS**, the Parties have enjoyed a good working relationship in the past and wish codify their relationship for the future.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. EMS Response Services. The Fire District shall provide the emergency medical services listed in this section in conjunction with the Hospital District. The Fire District shall provide EMS Services in the manner required to ensure the Hospital District’s compliance with the guidelines of applicable accrediting agencies, with all rules and regulations promulgated by local, state, and federal regulatory agencies and with all requirements necessary for the Hospital District to bill patients and third party payers for the EMS services provided by the Parties, should the District decide to do so. The Fire District shall provide EMS services only through Fire Department personnel who are appropriately trained and licensed emergency medical technicians.
  - a. First responder services for any medical emergency that occurs within the boundaries for which the Fire District provides Fire Protection Services.

- b. Assistance to Hospital District EMS personnel who arrive at the scene, including emergency medical assistance, patient extraction, patient movement and transportation. Such assistance shall be at the direction of Hospital District EMS personnel directly responsible for patient care, or the Incident Commander as necessary based upon the complexity of the incident.
      - c. Maintain equipment, vehicles and supplies necessary to provide the EMS Services.
      - d. Ensure that all Fire District personnel who provide services under this Agreement are adequately trained emergency medical technicians as deemed appropriate by Fire District and the Hospital District comply with all established policies, procedures and protocols of the Hospital District, Whidbey General EMS and the Island County Medical Program Director.
2. Payment and Calculation. The Hospital District shall compensate the Fire District for the EMS Services provided under this Agreement according to a payment methodology set forth below.
  - a. The Hospital District will pay to the Fire District an amount equal to \$0.035/\$1000.00 of assessed value of taxable properties within the boundaries of the Fire District.
  - b. The Fire District will invoice the District semi-annually for the current contract year. Invoicing will occur during July for the previous 6 months of service (January 1 – June 30) and during January for the previous 6 months of service (July 1 – December 31). The Hospital District will remit payment within 30 days of invoicing.-
  - c. Payments to the Fire District under this Agreement shall be used to provide emergency medical care or emergency medical services, including related personnel costs, training for such personnel and related equipment, supplies, vehicles, and structures needed to provide the EMS Services.
3. Financial Responsibility. Each party shall bear financial responsibility for its own respective activities except to extent set out above.
4. Term. This Agreement commences on January 1, 2013 (“Commencement Date”), and will continue in effect for three (3) years until December 31, 2015 (the “Initial Term”), unless terminated earlier under Section 7 & below.
5. Relationship to Existing Agreements. Unless expressly provided otherwise in this Agreement, this Agreement is not intended to modify or supersede existing agreements and shall be construed in a manner which is consistent therewith.

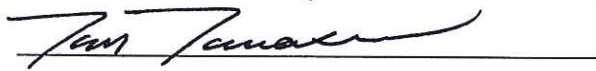
6. Amendments. This Agreement may be amended from time to time by written amendment. All amendments must be agreed to by the Fire District and the Hospital District.
7. Termination.
  - a. Termination Without Cause. Either party may terminate this Agreement at any time by giving written notice to the other party at least one hundred twenty (120) days in advance of the termination date.
  - b. Immediate Termination by the Hospital District for Cause. The Hospital District may terminate this Agreement immediately upon written notice to the Fire District if the Fire District fails to perform any term or condition of this Agreement.
8. Administration.
  - a. The provisions of this Agreement shall be managed by Hospital District Administrator and South Whidbey Fire/EMS Fire Chief. They shall meet as necessary to ensure that the provisions of this Agreement are fulfilled, and shall maintain records of all actions as required to accomplish the work of the Agreement. They may delegate responsibilities under this Agreement as they chose fit.
  - b. This Agreement is not intended to create an independent government body to manage the provisions of this Agreement.
9. Property. There is no joint property to be held under this agreement.
10. Indemnification.
  - a. The Hospital District shall indemnify and hold harmless the Fire District and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the Hospital District, its officers, agents and employees, or any of them, in the performance of activities carried out under this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the Fire District, the Hospital District shall defend the same at its sole cost and expense. If final judgment be rendered against the Fire District and its officers, agents and employees, or any of them, or jointly against the Fire District and the Hospital District and their respective officers, agents and employees, or any of them, the Hospital District shall satisfy same.

- b. In executing this Agreement, the Hospital District does not assume liability or responsibility for, or in any way release the Fire District from liability or responsibility which arises in whole or in part from the existence or effect of Fire District's own negligence, act or omission. If any cause, claim, suit or action is commenced in which the Fire District's negligent act or omission is at issue, the Fire District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the Fire District, the Hospital District, or both, the Fire District shall satisfy the same, including all chargeable costs and attorney's fees.
  - c. The Fire District shall indemnify and hold harmless the Hospital District and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the Fire District, its officers, agents and employees, or any of them, in the performance of the activities it undertakes pursuant to this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the Hospital District, the Fire District shall defend the same at its sole cost and expense. If final judgment be rendered against the Hospital District and its officers, agents and employees, or any of them, or jointly against the Fire District and the Hospital District and their respective officers, agents and employees, or any of them, the Fire District shall satisfy the same.
  - d. In executing this Agreement, the Fire District does not assume liability or responsibility for, or in any way release the Hospital District from liability or responsibility which arises in whole or in part from the existence or effect of the Hospital District's negligence, act or omission. If any cause, claim, suit or action proceeding is commenced which the source of liability is the Hospital District's negligence, act or omission of care, the Hospital District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the Fire District, the Hospital District, or both, the Hospital District shall satisfy the same, including all chargeable costs and attorney's fees.
11. Insurance. The Fire District shall maintain and/or ensure the maintenance of, at its sole expense, policies of professional liability insurance issued by reputable commercial insurers licensed to do business in Washington or a system of self- insurance or membership in an insurance pool that is acceptable to the District and that cover the Fire District and any Fire District personnel against claims of professional malpractice or negligence that arise out of or relate to EMS Services provided under this Agreement. The insurance, or self-insurance or insurance pool shall have minimum policy limits of

One Million Dollars (\$1,000,000) per incident and Five Million Dollars (\$5,000,000) in the annual aggregate.

12. Dispute Resolution. All disputes between the parties, including, without limitation, disputes missing from or relating to this Agreement or the relationship between the parties, shall be resolved by the dispute resolution process set forth in Exhibit A.
13. Severability. In the event that any provision of this Agreement is declared invalid or illegal, such declaration shall in no way affect or invalidate any other provisions thereof, and such other provisions shall remain in full force and effect.

DATED this 24 day of OCTOBER, 2013<sup>TT</sup>

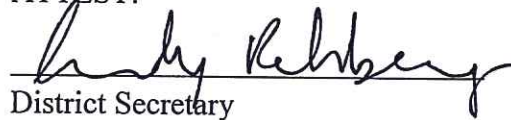


**Administrator**  
**Whidbey Island Public Hospital District**



**Chair**  
**South Whidbey Fire/EMS**

ATTEST:

  
District Secretary

## EXHIBIT A

### DISPUTE RESOLUTION

1. **POLICY.** The parties hope there will be no disputes arising from this Interlocal Agreement for EMS Services (the "Agreement"). If a dispute arises, the parties shall first try to negotiate a fair and prompt resolution through an internal process. If they are unsuccessful, the dispute shall be resolved by binding arbitration, the parties acknowledging that they intend to give up their right to have any dispute arising out of this Agreement decided in court by a judge or jury. The provisions of the Washington arbitration statute, Chapter 7.04A RCW, are incorporated herein to the extent not inconsistent with the other terms of this Agreement.

2. **INTERNAL DISPUTE RESOLUTION PROCESS.** Each party agrees that if a dispute arises it will promptly notify the other party. The parties shall attempt in good faith to resolve the dispute pursuant to Hospital District's internal dispute resolution process. This process shall entail at least one meeting between Hospital District administration and the Fire District to discuss the dispute and such meeting may be facilitated, at the request of either party, by an independent facilitator. The cost of the facilitator shall be divided equally between the parties. If the parties are unable to resolve the dispute within 60 days, the dispute shall be resolved by binding arbitration as set forth in Section 3.

3. **BINDING ARBITRATION.** Any controversy or claim between the parties arising from or relating to this Agreement shall be resolved by an arbitration to be commenced in the manner provided in RCW Chapter 7.04A; provided, however, that all statutes of limitations that would otherwise apply shall apply to disputes submitted to arbitration. This process applies regardless of when the dispute arises and will remain in effect after termination of this Agreement.

3.1 **Commencement.** Arbitration shall be commenced by serving a written demand for arbitration on the other party, either personally or by both regular first class mail and certified mail, return receipt requested in accordance with the terms of RCW 7.04.060.

3.2 **Arbitrator.** There shall be one arbitrator selected by mutual agreement of the parties. If the parties cannot, within 15 days after commencement of the Arbitration, agree on an arbitrator, he/she shall be selected by the administrator of the Judicial Dispute Resolution ("JDR") office in Seattle, Washington, within 15 days thereafter. In the event JDR no longer operates in Seattle, the mediator shall be chosen by the administrator of the American Arbitration Association ("AAA") in Seattle, Washington.

When the arbitrator cannot be mutually agreed upon, the party seeking arbitration shall apply to JDR or AAA within 10 days of completion of the internal process and shall request arbitration within 120 days. The venue of the arbitration shall be Coupeville, Washington, or another location agreed to by the parties.

3.3 **Arbitrability.** The arbitrator shall determine whether a controversy or claim is covered by this Agreement.

3.4 Third-Party Intervention. If either party so requests at any time within 75 days of the submission of the dispute to arbitration, the parties shall try to resolve it by nonbinding third-party intervention, including mediation, evaluation or both, but without delaying the arbitration hearing date.

3.5 Arbitration Procedures. The arbitration shall be conducted under the JDR Dispute Resolution Rules or the AAA Commercial Arbitration Rules, whichever entity presides over the arbitration, in effect on the date that the arbitrator is selected, to the extent consistent with this Exhibit B. Any discovery authorized by the arbitrator shall not extend the time limits established by this section. The arbitrator shall not be bound by the rules of evidence or of civil procedure, but rather may consider such evidence as reasonable business people would consider in the conduct of their day-to-day affairs. The parties wish to minimize the cost of the dispute resolution process. To that end, the arbitrator shall have the authority to limit live testimony and cross-examination and may require the parties to submit some or all of their case by written declaration, but only to the extent the arbitrator determines that such procedure can be done without jeopardizing a fair hearing of the dispute.

3.6 Time Limits. The arbitrator and the parties shall do what is reasonably necessary to conduct the arbitration hearing within 120 days of the date the arbitrator is selected, and the arbitrator shall make every effort to limit the hearing to two days and to render his/her opinion within 14 days after the hearing. The parties have specified these time limits to expedite the proceeding, but they are not jurisdictional, and the arbitrator may for good cause afford or permit reasonable extensions or delays, which shall not affect the validity of the award.

3.7 Construction of Agreement. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement and shall only interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

3.8 Award. The arbitrator shall render his/her decision in writing. The decision shall contain a brief statement of the claim(s) determined and the award made on each claim. In making the decision and award, the arbitrator shall apply applicable law. Absent fraud, collusion or willful misconduct by the arbitrator, the award shall be final, and judgment may be entered in any court having jurisdiction. The arbitrator may award injunctive relief or any other remedy available from a judge, including the joinder of parties or consolidation of this arbitration with any other involving common issues of law or fact or that may promote judicial economy. If a court, applying applicable substantive state law, would be authorized to award punitive or exemplary damages, the arbitrators shall have the same power, but the arbitrators otherwise shall not award punitive or exemplary damages.

3.9 Representation by Counsel. All parties shall have the right to representation by legal counsel at any stage of the proceedings.

3.10 Costs. The parties shall share equally the cost of the arbitrator's fees, filing fees and any other expenses such as court reporter fees that are jointly incurred. All other costs and expenses, including attorney fees, shall be paid by the party incurring them.

3.11 Failure to Pay Arbitrator's Fee. In the event that any party fails or refuses to pay that party's designated portion of the fees above, the other party who has paid that party's share of the arbitrator's fee may request of the arbitrator an award of default against the non-paying party, which shall be granted absent extenuating circumstances that in the arbitrator's judgment exist making it unfair to grant a default award to the requesting party.