

**EMS DISTRICT #2
STAFF REPORT**

DEPARTMENT: Clark Regional Emergency Services Agency - EMS Program

DATE: June 9, 2015

REQUEST: Approve Terminating the Interlocal Cooperation Agreement for CRESA to provide the regulatory and ambulance contract administrative services

BACKGROUND: Based on regulatory and administrative changes established in the EMS Interlocal Cooperation Agreement (ES 14-62), the Interlocal Cooperation Agreement (Attachment A) for Clark Regional Emergency Services Agency (CRESA) to carry out the administrative provisions of the ambulance service contract on behalf of EMS District #2 (District), as well as CRESA carrying out the regulatory provisions of the Uniform EMS Ordinance (5.48A) on behalf of Clark County (County), needs to terminate.

EMS Interlocal Cooperation Agreement (ES 14-62) delegates the District's authority to contract for exclusive ambulance service on behalf of the participating jurisdictions to the City of Vancouver. This decision was based on the ambulance contract consultants from Fitch and Associates, recommending developing a single system that Vancouver would oversee and administer, due to current revenues that come from the District being unable to support a contract for ambulance service apart from Vancouver.

Section 6 of Interlocal Cooperation Agreement between CRESA, the District and Clark County (County) states the duration of the agreement “. . . shall be from its effective date until expiration of the EMS Interlocal Cooperation Agreement, subject to the termination provisions of this Agreement.” The termination provisions in Section 7 of the agreement allows for unilateral withdrawal with or without cause and without penalty.

COMMUNITY OUTREACH: The 2014 EMS System Design Decisions involved specific workgroups composed of over seven committees and 30 individuals who provided over 770 hours of input over a two year period of time. Some of these Decisions were changed as a result of the Vancouver RFP and resulting ambulance contract. All Participating Jurisdictions were advised of these changes on August 21, 2014, and were asked to respond with any concerns or issues with these changes by September 22, 2014. No concerns were received.

BUDGET AND POLICY IMPLICATIONS: The County's EMS regulatory authority and the District's contract administrative authority was delegated to Vancouver in the current EMS Interlocal Agreement (ES 14-62). This delegation is necessary based on: 1) Vancouver's withdrawal from the District at the conclusion of the current EMS Interlocal Agreement on December 31, 2014; 2) the District being unable to support a contract for ambulance service apart from Vancouver; 3) Vancouver's RFP and resulting ambulance contract delegating such contract management and regulatory authority to Vancouver; and 5) Vancouver receiving funding by the ambulance contractor to provide such contract management and regulatory activities on behalf of the District.

This EMS regulatory administration by the County and ambulance contract administration by the District is also established in the Uniform EMS Ordinance originally adopted in 1990 (for Clark County, Ord. 1990-07-30) and amended in 1992, 1995 and 2003 (for Clark County, Ord. 1992-06-26, 1995-04-04 and 2003-04-23). This Ordinance is in the process of being repealed and replaced by a new Uniform EMS Ordinance.



FISCAL IMPACTS

Yes (see attached form)

No

ACTION REQUESTED: Approve terminating the Interlocal Cooperation Agreement for CRESA to provide the regulatory and ambulance contract administrative services on behalf of Clark County and EMS District #2.



Anna Pendergrass, Director
Clark Regional Emergency Services Agency

Approved



EMS DISTRICT #2 BOARD

Attachment: A) Interlocal Agreement EMS District #2, Clark County and Clark Regional Emergency Services Agency

June 9, 2015
SR 115-15

**INTERLOCAL COOPERATION AGREEMENT
EMS DISTRICT #2, CLARK COUNTY, AND CLARK REGIONAL EMERGENCY
SERVICES AGENCY**

THIS IS AN AGREEMENT entered into under the Interlocal Cooperation Act (Chapter 39.34 R.C.W.) between Clark County Emergency Medical Services (EMS) District #2 (hereinafter, the "District"), Clark County (hereinafter, the "County"), and Clark Regional Emergency Services Agency (hereinafter, "CRESA") by which the parties agree that CRESA will provide to the District and County the material and staff support for regulatory and contract administration functions within the District as established under the Uniform EMS Ordinance codified as Chapter 5.48A for the County, with substantially identical ordinances adopted by the Cities of Battle Ground, Ridgefield and Vancouver (hereinafter, the "Cities"), and the EMS Interlocal Cooperation Agreement entered into by the District, the County, and the Cities;

WHEREAS, the City of Vancouver will withdraw from the current EMS Interlocal Cooperation Agreement upon its expiration with the City of Woodland joining the next EMS Interlocal Cooperation Agreement to commence January 1, 2015;

WHEREAS, the District, County, and Cities entered into the EMS Interlocal Cooperation Agreement for (1) a cooperative and uniform system of EMS regulation, and (2) ambulance service group purchasing through a competitive procurement process within the Contract Service Area;

WHEREAS, under the Uniform EMS Ordinances and EMS Interlocal Cooperation Agreement the District administers the ambulance services contract and the County administers the Uniform EMS Ordinances;

WHEREAS, the EMS Interlocal Cooperation Agreement states the County and District shall enter into agreements with CRESA to carry out the administrative provisions of the Uniform EMS Ordinance, the Agreement and Ambulance Services Contract;

WHEREAS, the funding for such material and staff support comes from the Ambulance Contract Administration Fee as established under the Contract for Ambulance Service between the District and its Ambulance Service Contractor;

NOW, THEREFORE,

THE PARTIES AGREE AS FOLLOWS:

1. PURPOSES.

The purposes of this agreement are:

a. To enable CRESA to provide the material and staff support for the District and County as established under the EMS Interlocal Cooperation Agreement and Uniform EMS Ordinance; and

b. To establish the responsibilities of the County and District for CRESA providing the material and staff support.

2. DEFINITIONS.

Unless a different meaning is plainly required by the context, words and phrases used in this agreement shall have the meanings attributed to them in R.C.W. 18.73.030, the Uniform EMS Ordinance, attached as Exhibit A to this agreement, and the EMS Interlocal Cooperation Agreement, attached as Exhibit B to this agreement; provided that in case of any conflict, the Uniform EMS Ordinance shall control.

3. AUTHORITY AND RESPONSIBILITIES OF CLARK REGIONAL EMERGENCY SERVICES AGENCY.

CRESA is hereby designated to provide the material and staff support for the County's administration and regulation of the provisions established under the Uniform EMS Ordinance, and in particular shall administer the contract with the Medical Program Director that establishes the duties and responsibilities for the system standard of care for EMS services; and

CRESA is hereby designated to provide the material and staff support for the District's ambulance contract administration according to the provisions under the Uniform EMS Ordinance and EMS Interlocal Cooperation Agreement, and in particular shall administer the competitive process for procuring ambulance service and ongoing oversight on the ambulance contract through the EMS Administrative Board.

CRESA's Director shall have the authority and responsibilities to administer the programs of CRESA, and in particular shall:

- a. Prepare for consideration and adoption by the County a proposed annual budget of revenues and expenditures for CRESA's EMS Program for the next calendar year;
- b. Prepare for consideration and adoption by the EMS Administrative Board a proposed annual work plan for CRESA's EMS Program and previous year's work plan performance;
- c. Prepare for consideration by the District, County, and Cities a Consolidated Annual Report as established in the EMS Interlocal Cooperation Agreement;
- d. Have the authority to hire, discipline, and discharge all CRESA personnel in accordance with personnel policies approved by the CRESA Administrative Board;

e. Administer all CRESA day-to-day operations consistent with the policies adopted by the CRESA Administrative Board.

4. AUTHORITY AND RESPONSIBILITIES OF CLARK COUNTY AND EMS DISTRICT #2.

The County and District shall have the authority and responsibilities to provide policy and legislative direction established under the Uniform EMS Ordinance and EMS Interlocal Cooperation Agreement, and in particular shall:

a. Review and adopt CRESA's EMS Program budget and amendments;

b. Review and approve budget expenditures through the EMS Administrative Board;

c. Review and adopt personnel, purchasing, and financial policies through the EMS Administrative Board; and

5. FINANCING.

Ambulance services provided by the Ambulance Service Contractor and costs to CRESA for providing the administrative functions the County and District shall be funded from user fees unless individual jurisdictions which are parties to this agreement elect to subsidize the cost of such services pursuant to the EMS Interlocal Cooperation Agreement.

6. DURATION.

This agreement shall remain in full force and effect for a period of from its effective date until expiration of the EMS Interlocal Cooperation Agreement, subject to the termination provisions of this Agreement.

7. TERMINATION/MODIFICATION/WITHDRAWAL/EXTENSION.

This agreement may be terminated, modified or extended at any time as agreed by the parties in writing. Within 60 days of the occurrence of any of the following events, and upon not less than 30 days written notice to the other parties, any party may unilaterally withdraw from their participation in this agreement with or without cause and without penalty:

a. The recommendation by the EMS Administrative Board, adopted by the District, to take over the ambulance service as provided in the Ambulance Service Contract or to terminate the long term Ambulance Services Contract; and

b. Upon expiration of the long term Ambulance Services Contract without a renewed contract and successor contractor being selected.

8. HOLD HARMLESS.

Each party shall defend, indemnify and save all other parties harmless from any and all claims arising out of that parties performance of this agreement. Any loss or liability resulting from negligent acts, errors, or omissions of the CRESA Administrative Board, CRESA Director and/or staff while acting within the scope of their authority under this agreement, shall be borne by CRESA exclusively.

9. INTERLOCAL COOPERATION ACT COMPLIANCE.

This is an agreement entered into under Chapter 39.34, R.C.W. Its duration is as specified in Section 6. Its provision for a regulatory administrator is as specified in Sections 3 and 4. Its provision for a contract administrator is as Sections 3 and 4. Its purposes are as described in Section 1. Its manner of financing and budgeting is as described in Sections 3 and 5. Its termination is as described in Section 7.

10. NOTICES.

Notices required to be given under the terms of this agreement shall be directed to the following unless all parties are otherwise notified in writing:

Clark County and District:

County Administrator
Clark County
P.O. Box 5000
1300 Franklin
Vancouver, Washington 98660

Clark Regional Emergency Services Agency:

Director
Clark Regional Emergency Services Agency
710 West 13th Street
Vancouver, Washington 98660-2810

11. ENTIRETY.

This document with its listed and attached Exhibit constitutes the entire agreement of the parties.

12. SEVERABILITY.

If any section of this agreement is held by a court to be invalid such action shall not effect the validity of any other part of the agreement.

13. EFFECTIVE DATE.

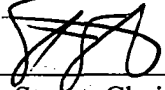
This agreement shall go into effect among and between the parties upon its execution by each of the parties, as evidenced by the signatures and dates affixed below.

14. RATIFICATION.

Acts taken in conformity with this agreement but prior to its execution are hereby ratified and affirmed.

DATED this 29th day of October, 2013.

CLARK COUNTY EMS DISTRICT #2



Steve Stuart, Chair
EMS District #2 Board

Attest:



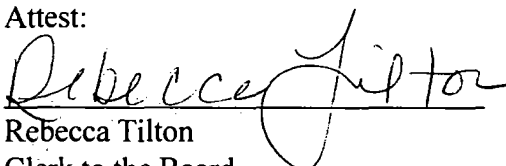
Rebecca Tilton
Clerk to the Board

CLARK COUNTY, WASHINGTON



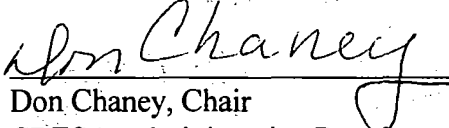
Steve Stuart, Chair
Board of County Commissioners

Attest:




Rebecca Tilton
Clerk to the Board

CLARK REGIONAL EMERGENCY SERVICES AGENCY



Don Chaney, Chair
CRESA Administrative Board

Approved as to form:



Chris Horne,
Chief Civil Deputy
Prosecuting Attorney