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3 EMS INTERLOCAL COOPERATION AGREEMENT  
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7 THIS IS AN AGREEMENT entered into under the Interlocal Cooperation Act  
8 (Chapter 39.34 R.C.W.) between Clark County (hereinafter "County"). Clark County  
9 Emergency Medical Services District #2 (hereinafter "The District"), and the cities of Battle  
10 Ground, La Center, Ridgefield, and Woodland (hereinafter "The Cities"), by which the  
11 parties agree to modify and replace their October 29, 2013 EMS Interlocal Cooperation  
12 Agreement to reflect the parties mutual desire to obtain exclusive ambulance service  
13 through a contract administered by the City of Vancouver (an unsigned copy of the City of  
14 Vancouver ambulance contract is attached as Exhibit A).

15 This Interlocal agreement will continue to authorize The District to contract for  
16 exclusive ambulance services within Clark County and the Cities and will expressly  
17 authorize The District to delegate this authority to the City of Vancouver. To this end, the  
18 Cities and County authorize the District to negotiate and sign (on behalf of the Cities and  
19 County) an Interlocal Agreement with the City of Vancouver which delegates the parties'  
20 authority to contract for exclusive 911 and non-emergency ambulance service within their  
21 jurisdictions. Further, this agreement will affirm the parties' agreement to engage in a  
22 cooperative and uniform system of Emergency Medical Services (EMS) regulation by  
23 agreeing to adopt a Uniform EMS Ordinance (attached as Exhibit B) that is drafted and  
24 maintained by The County. Finally, reflecting the City of Vancouver's independent role as

25 the contracting party with its own contracting policies and contract oversight, this  
26 agreement will revise and replace the October 29, 2013 EMS Interlocal Cooperation  
27 Agreement as set forth below.

28 WHEREAS, the County, the Cities and the District entered into an EMS Interlocal  
29 Agreement through which the County administered the Cities' and Clark County's Uniform  
30 EMS Ordinance's, and the District awarded an exclusive 911 and non-emergency  
31 ambulance contract which expires at midnight December 31, 2014.

32 WHEREAS, the City of Vancouver indicated its intent to separately contract for  
33 exclusive 911 ambulance service and non-exclusive non-emergency ambulance service  
34 within its jurisdiction beginning January 1, 2015.

35 WHEREAS, the County, the Cities, and the District executed the October 2013  
36 EMS Interlocal Agreement to address their EMS regulatory and ambulance group  
37 purchasing needs separately from the City of Vancouver as established under the original  
38 agreement and ordinances and reaffirmed in the 2014 EMS System Design Decisions.

39 WHEREAS, the County, the Cities, and the District executed the October 2013  
40 EMS Interlocal Agreement authorize the District to award a new exclusive 911 and non-  
41 emergency ambulance contract beginning on January 1, 2015 that is independent and  
42 separate from the City of Vancouver's contract.

43 WHEREAS, the County, the Cities, and the District have since discovered that  
44 separately contracting for exclusive 911 and non-emergency service would result in  
45 increases in patient costs and/or reductions in service.

46 WHEREAS, the County, the Cities and the District desire to reduce unnecessary  
47 increases in patient costs and maintain adequate levels of service by capitalizing upon the  
48 market and administrative efficiencies associated with receiving ambulance service under  
49 a single ambulance contract.

50 WHEREAS, Clark County and the Cities find as a fact that it is in the best interests  
51 of the health and safety of the public to prescribe and enforce uniform standards for  
52 provision of EMS services throughout their jurisdictions and have therefore each adopted  
53 an ordinance, that is substantially similar to the Uniform EMS Ordinance attached as  
54 Exhibit B, which supplements state laws and regulations that also regulate the provision of  
55 ambulance service in the State of Washington.

56 WHEREAS, the County, District and the Cities for the reason's set forth in the  
57 Uniform EMS Ordinance, as amended, find as a fact that it is in the best interest of the  
58 health and safety of the public to utilize their combined and/or complimentary authority to  
59 authorize the District to negotiate and sign an Interlocal agreement with the City of  
60 Vancouver to obtain exclusive 911 and non-emergency ambulance service from its  
61 ambulance contractor within the County, District and the Cities beginning on January 1,  
62 2015.

63 WHEREAS, in December of 2014, the County, the Cities and the District ~~desire to~~  
64 ~~modified by~~ the then existing October 2013 EMS Interlocal Agreement to reflect their desire  
65 to participate in and receive exclusive 911 and non-emergency ambulance service from a  
66 contract negotiated and administered by the City of Vancouver.

67 WHEREAS, the County and the Cities now desire to modify the existing December  
68 2014 EMS Interlocal Agreement to authorize EMS District #2 to analyze and study the  
69 performance of the ambulance system and contractor in order to inform future decision-  
70 making by EMS District #2. This authority includes the ability to contract for professional  
71 services on behalf of EMS District #2 using funds currently held by the District and any  
72 other funds dedicated for such a purpose by the County and/or the Cities.

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76 NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

77 1. PURPOSES.

78 The purposes of this agreement are:

- 79 a. To enable the Cities and the County to exercise uniform  
80 regulatory oversight over EMS in the Regulatory Service Area;
- 81 b. To enable the Cities and the District to participate in group  
82 purchasing of ambulance services for the Contract Service Area so as to enable the  
83 residents within the boundaries of the Contract Service Area to benefit from large scale  
84 buying power, economies of scale and superior disaster response capabilities; and
- 85 c. To establish a process for other jurisdictions to become  
86 participants in this agreement.

87 d. The above recitals are hereby adopted as findings in support  
88 of this agreement.

89 2. DEFINITIONS.

90 Unless a different meaning is plainly required by the context, words and  
91 phrases used in this agreement shall have the meanings attributed to them in R.C.W.  
92 18.73.030, the Uniform EMS Ordinance, attached as Exhibit B to this agreement, or in this  
93 section; provided that in case of any conflict, the Uniform EMS Ordinance shall control:

94 a. "Ambulance Rates" means the Ambulance Service  
95 Contractor's charges to patients as established in the contract between the City of  
96 Vancouver and Contractor.

97 b. "Ambulance Service Contractor" or "Contractor" means the  
98 private or public entity that is under exclusive contract with the District to respond to all  
99 medical requests originating within the Contract Service Area.

100 c. "Annual Inflation Adjustment" means the annually computed  
101 maximum upward adjustment to the ambulance rates based on the provisions established  
102 in the contract between the City of Vancouver and Ambulance Service Contractor.

103 d. "Default" means those contractual defaults by the Ambulance  
104 Services Contractor which may be grounds under the Ambulance Services Contract for  
105 the City of Vancouver to invoke the takeover provisions of the contract.

106 e. "Contract Service Area" means the combined geographic area  
107 within the corporate limits of the Cities and within the portions of unincorporated Clark

108 County defined in the Ambulance Service Agreement, and within any other jurisdictions  
109 which participate in this agreement for the purpose of group purchasing of ambulance  
110 services.

111 f. "Contract Violation" means whenever the Contractor has failed  
112 to perform in accordance with the provisions of the Contract, other than a default or those  
113 instances when the ambulance response time exceeds beyond the applicable response  
114 time standard.

115 g. "EMS Interlocal Cooperative" or "Cooperative" means the  
116 collective group of governmental jurisdictions which participate in this agreement.

117 h. "EMS System" means that network of individuals,  
118 organizations, facilities and equipment whose participation is required to generate a  
119 clinically-appropriate, pre-planned system-wide response to each request for out of  
120 hospital care and/or ambulance transport, so as to provide each patient the best possible  
121 chance of survival without disability, given available financial resources and the state-of-  
122 the-art of EMS technology.

123 i. "Extraordinary Cost Increase Adjustment" means a temporary,  
124 but renewable increase in Ambulance Service Contractor's charges to patients as  
125 established in the contract between the City of Vancouver and Contractor, other than the  
126 scheduled Annual Inflation Adjustment, which may be allowed by the City of Vancouver to  
127 offset: 1) costs for certain factors of production; or 2) changes in insurance payor mix; or 3)

128 changes in insurance reimbursement rates all of which are beyond the Contractor's control  
129 and have escalated more rapidly than the Annual Inflation Adjustment.

130 j. "Externally-Imposed Upgrade Adjustment" means a negotiated  
131 adjustment to the Ambulance Service Contractor's charges to patients as established in  
132 the contract between the City of Vancouver and Contractor to offset the reasonable and  
133 actual amortized marginal costs of implementing externally imposed upgrades to the  
134 system standard of care required of the Ambulance Service Contractor by the Medical  
135 Program Director, or under applicable federal, state, or local laws, rules and regulations.

136 k. "Franchise Model" means an EMS business structure in which  
137 a contracted organization serves as the retail provider of ambulance services, and owns or  
138 controls most or all essential factors of production including operating licenses and  
139 permits, third-party reimbursement provider numbers, patient accounts receivable, and  
140 other factors of production. Under a "franchise model," the ambulance services contractor  
141 controls the patient accounts management process, and is compensated by way of such  
142 fee-for-service revenues as may be realized from the sale of ambulance services.

143 l. "Indexed Inflation Adjustment" means the indices used to  
144 calculate the Annual Inflation Adjustment as established in the contract between the City  
145 of Vancouver and Ambulance Service Contractor

146 3. PARTICIPATION.

147 The parties to this agreement are the Cities, Clark County and the District,  
148 and shall be collectively referred to as the EMS Interlocal Cooperative. The County and

149 the Cities participate in the Cooperative in their regulatory capacities for the purpose of  
150 enforcing and administering the Uniform EMS Ordinance. The District and the Cities  
151 participate in their capacities as public ambulance service providers for the purpose of  
152 group purchasing of ambulance services. General purpose governmental jurisdictions  
153 may join the Cooperative for the purpose of uniform regulation of the EMS system by  
154 adopting an ordinance substantially similar to the Uniform EMS Ordinance and executing  
155 an appropriate interlocal agreement with the County. Participation in the Cooperative for  
156 purposes of group purchasing of ambulance services is open to other governmental units  
157 which have independent authority to designate or contract for ambulance services and  
158 which execute this agreement. Jurisdictions outside Clark County may participate for one  
159 or both of the purposes of this agreement upon approval of Clark County, provided that the  
160 County shall have previously consulted with the then-existing member jurisdictions.

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163 4. UNIFORM EMS ORDINANCE.

164 Each participating jurisdiction shall adopt amendments to its ambulance  
165 ordinance which substantially conforms to the revisions made to the Uniform EMS  
166 Ordinance attached as Exhibit B.

167 5. POWERS RETAINED BY PARTICIPATING JURISDICTIONS.

168 The District and the Cities shall retain the following powers:

169 a. Changes to Level of Service Option.



170 As provided by the contract between the City of Vancouver and the  
171 ambulance service provider (attached as Exhibit A), the ambulance service provider has  
172 agreed to discuss and consider a request by any party in the contract service area to  
173 pursue a changed level of service, with no adverse impacts to the City of Vancouver or the  
174 remaining parties in the contract service area. Any decision to provide a changed level of  
175 service to any party must be pre-approved in writing by the City of Vancouver.

176 b. Uniform Quality of Care.

177 Each shall be entitled to receive a uniform quality of prehospital EMS  
178 care as established in the then-current System Standard of Care, externally monitored and  
179 enforced by the Medical Program Director based on the delegated duties and  
180 responsibilities as defined by state legislation.

181 c. Uniform Charges

182 The Ambulance Rates shall be uniform throughout the Contract  
183 Service Area, subject to the provisions of Section 5(a) of this Agreement.

184 d. No Ambulance Deployment Restrictions.

185 The Ambulance Service Contractor shall be prohibited from  
186 contractually committing any of its ambulances to the exclusive benefit of any particular  
187 jurisdiction, except under contract for short-term special events. The participating  
188 jurisdictions shall have access to all resources of the Ambulance Service Contractor at any  
189 given time, subject to fluctuations in consumer demand for service, weather conditions and  
190 disaster situations.

191 e. Response Time Reliability.

192 Each shall have the right to contractually enforceable response time  
193 reliability standards, externally monitored and enforced by the City of Vancouver, provided  
194 that response time standards under the ambulance contract may vary according to  
195 contract established between the City of Vancouver and Ambulance Services Contractor.  
196 In order to ensure maximum reliability, such monitoring shall include state of the art  
197 technology and independent cross checking.

198 f. Contract Commitments.

199 Each shall be entitled to receive the service commitments made by  
200 the Ambulance Contractor.

201 6. AUTHORITY AND RESPONSIBILITIES OF CLARK COUNTY.

202 Clark County is hereby designated as the Regulatory Administrator of the  
203 EMS regulatory program established under the Uniform EMS Ordinance as adopted by  
204 any party hereto. As Regulatory Administrator, Clark County shall have the authority and  
205 responsibilities as set forth in such Ordinance and in particular shall:

206 a. Provide all necessary material and staff support for  
207 administration and regulation under the Uniform EMS Ordinances;

208 b. Budget and pay for the EMS regulatory functions under this  
209 agreement from the County budget.

210 7 AUTHORITY AND RESPONSIBILITIES OF CLARK COUNTY EMS

211 DISTRICT #2.

212           The Clark County EMS District #2 is hereby designated as the Contract  
213 Administrator for the Cities and such other municipalities and jurisdictions as may become  
214 participants in this agreement for purposes of group purchasing of ambulance services.  
215 As Contract Administrator, the District shall have the authority and responsibilities as  
216 follows:

217           a. EMS District #2 shall have the authority and responsibility to  
218 negotiate and enter into interlocal agreements with the City of Vancouver on behalf of the  
219 Cities, County and the District to receive exclusive 911 and non-emergency ambulance  
220 service within the boundaries of the Cities, County and District pursuant to the terms of a  
221 competitively bid ambulance service contract awarded by the City of Vancouver according  
222 to its contracting policies and procedures. An unsigned copy of the City of Vancouver's  
223 competitively bid ambulance contract from which service will be provided to the parties is  
224 attached hereto as Exhibit A.

225           a.b. EMS District #2 shall have the authority to analyze the  
226 performance of the ambulance system and contractor, as well as analyze potential  
227 alternative systems that may exist for the provision of ambulance services within the  
228 boundaries of the Cities, County and District. EMS District #2 shall have the authority to  
229 contract for professional services to accomplish this analysis using existing funds  
230 belonging to EMS District #2 and, when these funds are depleted, any new funds that may  
231 be dedicated for this purpose by The County or The Cities.

232 b. Membership and Voting Rights of the EMS District #2 Board.

233 ~~The EMS District #2 Board in effect at under the existing Interlocal Agreement (expiring~~  
234 ~~December 31, 2014) shall have the authority to negotiate and enter into an Interlocal~~  
235 ~~Agreement with the City of Vancouver for exclusive ambulance service pursuant the~~  
236 ~~authority conveyed in this agreement and consistent with Section 7a until midnight on~~  
237 ~~December 31, 2014. To carry out the administrative duties established in Section 7a~~  
238 ~~beginning on January 1, 2015, there shall be a new EMS District #2 Board established in~~  
239 ~~the EMS District #2 Ordinance.~~ The EMS District #2 Board shall consist of 3 persons,

240 each of whom is delegated one vote consisting of the following members:

241 (1) ~~The~~ two ~~County Commissioners~~  
242 ~~Councilors representing the unincorporated areas of Clark County EMS District #2;~~ and

243 (2) One city council member appointed by the Clark  
244 County mayor's group representing the Cities of Battleground, La Center, Ridgefield and  
245 Woodland. The city representative shall change ~~each~~ every two ~~years~~ with the position  
246 alternating between the cities in alphabetical order commencing with the City of Battle  
247 Ground. Should a city decline its period of representation, the position shall go to the next  
248 city in line.

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250 8. EXTRAORDINARY COST INCREASE ADJUSTMENT

251 The City of Vancouver may review and approve extraordinary cost increase  
252 adjustments pursuant to the terms of its contract with the ambulance service provider. A  
253 copy of this contract and appendices is attached as Exhibit A to this agreement.

254 9. CONSOLIDATED ANNUAL REPORT.

255 The City of Vancouver shall present to the district an annual consolidated  
256 report consistent with the terms of an Interlocal agreement to negotiated and executed  
257 between the District and the City of Vancouver.

258 10. CONTRACTING POLICIES. The ambulance service contracts  
259 awarded pursuant to the authority delegated by the Cities, County and District to the City  
260 of Vancouver shall be governed by the following basic policies:

261 a. Contracting Process.

262 There shall be awarded commencing January 1, 2015, an ambulance  
263 contract consistent with the following:

264 (1) Business Structure.

265 The business structure within which the ambulance services  
266 contract shall operate shall incorporate the Franchise Model.

267 (2) Type of Contract.

268 The ambulance services contract shall be a performance-  
269 based (i.e. not a level-of-effort) contract with initially established Ambulance Rates  
270 provision, subject to a reasonable adjustment for the inflation, mandatory improvements in

271 the System Standard of Care, and Extraordinary Adjustments resulting from causes  
272 beyond the contractor's reasonable control.

273 (3) Initial Term.

274 The initial term of the long-term ambulance services contract  
275 shall be five years, to commence midnight January 1, 2015.

276 (4) Earned Rights to Extension.

277 The City of Vancouver may elect to award, and the City of  
278 Vancouver may negotiate, a five year extension subject to the provisions established in the  
279 ambulance contract between the City of Vancouver and the Ambulance Contractor.

280 11. FINANCING.

281 Ambulance services provided by the Ambulance Service Contractor and  
282 administrative costs of the City of Vancouver shall be funded from user fees unless  
283 individual jurisdictions which are parties to this agreement elect to subsidize the cost of  
284 such services pursuant to Section 5(a) of this Agreement.

285 12. DURATION.

286 This agreement shall remain in full force and effect for an initial term of five  
287 (5) years from its effective date until midnight, December 31, 2020, with the option an  
288 additional 2 or 3 year extensions resulting in a duration not to exceed midnight, December  
289 31, 2025, subject to the provisions of Section 13 of this Agreement.

290 13. TERMINATION/MODIFICATION/WITHDRAWAL/EXTENSION.

291 a. This agreement may be modified or extended at any time as  
292 agreed by all the parties in writing to make regulatory changes or modifications or to clarify  
293 the terms of this agreement.

294 b. No party may withdraw from this agreement during the initial  
295 term of this agreement, ending December 31, 2020.

296 c. Notice of intent to withdraw from this agreement following the  
297 initial term of this agreement must be provided at least 19 months in advance of December  
298 31, 2020.

299 d. Notice of intent to withdraw from this agreement following one  
300 of the optional extension terms of this agreement must be provided 19 months in advance  
301 of the expiration of that term.

302 14. INTERLOCAL COOPERATION ACT COMPLIANCE.

303 This is an agreement entered into under Chapter 39.34, R.C.W. Its duration  
304 is as specified in Section 12. The organization, composition and nature of the EMS District  
305 #2 Board is as specified in Section 7 and by the Uniform EMS Ordinance attached as  
306 Exhibit B to this agreement. Its provision for a regulatory administrator is as specified in  
307 Section 6. Its provision for a contract administrator is as Section 7. Its purposes are as  
308 described in Section 1. Its manner of financing and budgeting is as described in Sections  
309 6 and 11. Its termination is as described in Section 13.

310 15. NOTICES.

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

313	<u>Clark County and District:</u>	<u>City of La Center:</u>
314	County Manager	City Mayor
315	Clark County	City of La Center
316	P.O. Box 5000	214 East Fourth Street
317	1013 Franklin	La Center, WA 98629
318	Vancouver, Washington 98660	

321	<u>City of Battle Ground:</u>	<u>City of Ridgefield:</u>
322		
323	City Manager	City Manager
324	City of Battle Ground	City of Ridgefield
325	PO Box 37	P.O. Box 608
326	Battle Ground, WA 98604	Ridgefield, WA 98642

328 City of Woodland:  
329  
330 City Mayor  
331 City of Woodland  
332 230 Davidson Avenue  
333 Woodland, WA 98674

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335 16. ENTIRETY.

336 This document with its listed and attached Exhibit(s) constitutes the entire  
337 agreement of the parties.

338 17. SEVERABILITY.

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

341 18. EFFECTIVE DATE.



342 This agreement shall go into effect on December 15, 2014, among and  
343 between the parties contingent on its execution by each of the parties, as evidenced by  
344 the signatures and dates affixed below.

345 19. RATIFICATION.

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

348 20. EXECUTION AND FILING.

349 The parties agree that there shall be multiple original signature pages to this  
350 Agreement distributed for signature by the necessary officials of the parties. Upon  
351 execution, the executed original signature pages of this Agreement shall be returned to the  
352 Clerk of the Board of County Commissioners, which shall file an executed original of this  
353 Agreement with the Clark County Auditor. The Clerk shall distribute duplicate conformed  
354 copies of the Agreement to each of the parties.

355 | DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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359 **CITY OF BATTLE GROUND**

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363 \_\_\_\_\_  
Jeff Swanson, City Manager

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366 APPROVED AS TO FORM:

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Scott Anders, City Attorney

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373 ATTEST:

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377 \_\_\_\_\_  
Kay Kammer, City Clerk

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379 **CITY OF LA CENTER**

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383 \_\_\_\_\_  
Greg Thornton, Mayor

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386 APPROVED AS TO FORM:

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Daniel Kearns, City Attorney

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393 ATTEST:

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Suzanne Levis, Finance Director/City Clerk

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399 **CITY OF RIDGEFIELD**

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Steve Stuart, City Manager

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406 APPROVED AS TO FORM:

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410 \_\_\_\_\_  
Janean Parker, City Attorney

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413 ATTEST:

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417 \_\_\_\_\_  
Julie Basarab, City Clerk

418 **CITY OF WOODLAND**

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422 \_\_\_\_\_  
Will Finn, Mayor

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425 APPROVED AS TO FORM:

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429 \_\_\_\_\_  
Bill Eling, City Attorney

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431 ATTEST:

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435 \_\_\_\_\_  
Mari Ripp, City Clerk/Treasurer

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438 **CLARK COUNTY EMS DISTRICT #2**

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441 \_\_\_\_\_  
Marc Boldt, Chair

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444 APPROVED AS TO FORM:

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447 \_\_\_\_\_  
Taylor Hallvik, Prosecuting Attorney

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449 ATTEST:

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453 \_\_\_\_\_  
Rebecca Tilton, Clerk to the Council

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458 **CLARK COUNTY BOARD OF COUNCILORS**

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461 \_\_\_\_\_  
Marc Boldt, Chair

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464 APPROVED AS TO FORM:

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Taylor Hallvik, Prosecuting Attorney

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469 ATTEST:

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473 \_\_\_\_\_  
Rebecca Tilton, Clerk to the Council

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