

SERVICE AGREEMENT

AGREEMENT made this day by and between EAST COUNTY FIRE and RESCUE, the CITY OF WASHOUGAL, and the CITY OF CAMAS, hereinafter referred to as "Taxing Districts",

WITNESSETH

WHEREAS, the parties hereto entered into an agreement in 2006 for the provision, funding and administration of a Washington State licensed Advanced Life Support (ALS) Emergency Medical Transport Services Program within their respective Taxing Districts, which agreement expires at the end of 2012, and

WHEREAS, the parties hereto desire to continue to provide a Washington State licensed Advanced Life Support (ALS) Emergency Medical Transport Services Program within their respective Taxing Districts, and

WHEREAS, the parties hereto desire to continue to provide for administration of said ALS Emergency Medical Care and Services Program, and

WHEREAS, each of said Taxing Districts has obtained funding for such a program by means of an Emergency Medical Care Property Tax Levy as provided for by RCW 84.52.069, and

WHEREAS, Camas renewed its levy beginning in 2013 at a new rate of forty-six cents (\$.46) per one thousand dollars (\$1,000.00) of the assessed valuation of property, and

WHEREAS, ECFR's current levy of thirty-five cents (\$.35) per one thousand dollars (\$1,000.00) of the assessed valuation of property expires at the end of 2014, and

WHEREAS, Washougal's current levy of fifty cents (\$.50) per one thousand dollars (\$1,000.00) of the assessed valuation of property expires at the end of 2016, and

WHEREAS, Camas and Washougalare engaged in a trial consolidation of complete Fire and Emergency Medical services in which the entirety of the related resources and expenditures for the consolidated department are mutually available, and

WHEREAS, Camas and Washougal are currently undertaking a Regional Fire Authority planning process which is anticipated to be concluded sometime in 2014, and

WHEREAS, it is desired to extend the current agreement for the provision, funding and administration of a Washington State licensed Advanced Life Support (ALS) Emergency Medical Transport Services Program through the end of 2014, at which time such agreement will necessarily be renewed and amended to reflect the outcome of the consolidation and Regional Fire Authority planning processes,

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

Section 1. EMERGENCY MEDICAL SERVICE:

On and after January 1, 2013through December 31, 2014the City of Camas shall furnish emergency medical rescue and licensed ALS ambulance transport service to all parties within the boundaries of the Taxing Districts, which are parties to this Service Agreement. The City of Camas shall administer this contract, including employment of personnel required to perform such ALS Emergency Medical Transport Services and provide the transportation equipment; provide EMS training as required by Washington Department of Health; and provide all supplies required for such emergency services. No new separate legal or administrative entity shall be created to administer the provisions of this agreement.

Section 2. ADVISORY BOARD:

An Advisory Board is hereby created in which all Taxing Districts that are parties to this Service Agreement shall be represented by two (2) members consisting of each Taxing District's Fire Chief, or designee, and one (1) member of its legislative body. The Board shall adopt bylaws for the administration of said body, and a written copy thereof shall be provided to each Taxing District. Unless otherwise designated, all meetings of the board shall be held at the City of Camas. Regular meetings shall be held four times per year. Special meetings may be requested by any Taxing District upon timely notice to the Camas Fire Chief specifying the requested meeting date and the intended agenda for the meeting.

Said Advisory Board shall recommend and formulate written guidelines regarding fee rates, level of ambulance services, support of Taxing District medical first response programs, and for improving and coordinating said service throughout the respective districts.

Section 3. CONTRIBUTED FUNDS:

A. In consideration of the services to be rendered by the City of Camas pursuant to this Service Agreement, each Taxing District shall pay to the City of Camas each year during the term of this Service Agreement all or a portion of the proceeds of their EMS or regular property tax levies as specifically described below. The obligation of each Taxing District is contingent on the other Taxing Districts' obtaining all necessary voter approvals for their contributions.

The City of Camas shall contribute an amount equal to the proceeds of their respective EMS levy at a rate of forty-six cents (\$0.46) per one thousand dollars (\$1,000.00) of the assessed valuation of property in the applicable Taxing District as collected, as limited by Chap. 84.55 RCW (generally limiting annual increases in the total dollar amount of the levy to one percent, adjusted for new construction and other exceptions). East County Fire and Rescue, shall

contribute an amount equal to a rate of thirty-five cents (\$0.35) per one thousand dollars (\$1,000) of the assessed valuation of property in the applicable Taxing District as collected. The City of Washougal, shall contribute an amount equal to an equivalent rate of thirty-five cents (\$0.35) per one thousand dollars (\$1,000) of the assessed valuation of property in the applicable Taxing District as collected. In the event that the agreement between Camas and Washougal for consolidation of Fire and Emergency Medical services is no longer operative, the terms of this agreement pertaining to Camas and Washougal will be renegotiated.

It is acknowledged by the parties hereto that the financial terms of this agreement will be subject to renegotiation to reflect the outcome of the Camas and Washougal Regional Fire Authority Planning Committee process.

B. East County Fire and Rescue shall make such arrangement and do such other things as may be necessary so that the Clark County Treasurer's Office shall remit all funds collected pursuant to the Emergency Medical Care and Services levies in each district directly to the City of Camas. The City of Washougal shall remit EMS levy and regular property taxes due under this agreement to the City of Camas within 10 business days after the City of Washougal's receipt of these taxes. The City of Washougal shall include with each payment to the City of Camas a copy of the remittance form received by the City of Washougal in connection with such taxes.

C. The City of Camas agrees that all funds received pursuant to this Service Agreement shall be deposited in the City of Camas Emergency Rescue Fund and shall be used only for the provision of emergency medical care or emergency medical services, including related personnel costs, training for such personnel, administrative costs, and related equipment,

supplies, vehicles and structures needed for the provision of emergency medical care or emergency medical service.

Section 4. OWNERSHIP OF PROPERTY: All equipment and supplies purchased by the City of Camas for purposes or performing its obligations under this agreement shall be owned by the City of Camas. Upon termination of this agreement by any Taxing District, however, such equipment and supplies held by the terminating party shall be the property of and remain with the terminating party at the time of termination. In the event of dissolution of the emergency medical rescue and licensed ALS ambulance transport service created by this agreement, assets purchased by the City of Camas with Emergency Rescue funds shall be distributed consistent with a process decided by the Advisory Board and approved by the legislative bodies of each Taxing District at the time of dissolution.

Section 5. RATES: Notwithstanding the provisions in Section 3 hereof requiring financial contributions from the listed Taxing Districts, the City of Camas shall be allowed to charge for services to be rendered hereunder as per the prevailing rates established by resolution adopted by the Camas City Council from time to time. Any increases or adjustments to said rates shall be reviewed and approved by a majority of the members of the afore described Advisory Board for consistency with established rate guidelines prior to adoption by Camas City Council resolution.

Section 6. HOLD HARMLESS AND INSURANCE: The City of Camas shall defend, indemnify and hold the Taxing Districts, its officers, officials, employees and volunteers 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 by the sole negligence of the Taxing Districts. The City of Camas further

agrees to maintain during the term of this agreement liability insurance in an amount as provided for in the WCIA Joint Protection Program (currently \$15,000,000 maximum per claim), protecting itself, its officers and employees, and the Taxing Districts, their officers and employees, from claims of all persons for damages arising out of negligence by the City of Camas, its officers and employees, in the providing of emergency medical services pursuant to this agreement.

Section 7. TERM: Unless earlier terminated pursuant to Section 9, this agreement shall commence on January 1, 2013, and terminate on December 31, 2014. At that time, if this agreement is not renewed all obligations of all parties to this agreement shall cease. All funds remain in the City of Camas Emergency Rescue Fund as of December 31, 2014 shall be expended only for ambulance and emergency aid services.

Section 8. SEVERABILITY: If any section or part of this 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 9. TERMINATION: Any party to this Service Agreement may terminate their participation in the Service Agreement by delivering a written notice of termination not less than six (6) months in advance of the desired termination date and by specifying in that notice both the fact of and the reason for that termination. The Taxing District terminating their contractual relationship shall continue to contribute funds in accordance with Section 3 of this agreement until the desired termination date. All funds so contributed shall be expended only for ambulance and emergency aid services. Termination by one party shall not affect the contractual status of the other parties. This Service Agreement may be terminated at any time on unanimous written agreement of all parties to this agreement.

Section 10. AGREEMENT ON FILE: This agreement shall be filed with the City Clerks of the cities of Camas and Washougal, with the chief administrative officer of each fire protection district, with the Clark County Auditor, and with the State of Washington.

DATED this 15 day of November, 2012.

Attest: And Koehl
Secretary

EAST COUNTY FIRE AND RESCUE

By: Ray S. Benson
Commissioner

DATED this 20 day of November, 2012.

Attest: John M. Auger
Clerk

CITY OF CAMAS

By: Scott Higgins
Mayor S. Higgins

DATED this 20 day of November, 2012.

Attest: John M. Auger
Clerk

CITY OF WASHOUGAL

By: Scott Guard
Mayor S Guard