

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

WHEREAS, each of said Taxing Districts has obtained funding for such a program by means of an Emergency Care and Services Property Tax Levy as provided for by RCW 84.52.069, and/or a levy lid lift pursuant to RCW 84.55.050.

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

WHEREAS, the City of Camas has or will enter into a Supplemental Agreement with the City of Washougal and a Supplemental Agreement with East County Fire and Rescue. The Supplemental Agreements will contain provisions applicable only to the parties thereto, and not common to all three parties.

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

Section 1. EMERGENCY MEDICAL SERVICE:

During the term of this agreement, the 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.

The City of Camas shall be the employer of all employees herein providing the emergency medical services. The employees shall be subject to Camas employment policies and procedures, and the City of Camas chain of command. As the employer, the City of Camas shall be solely responsible for properly reporting and registering the employees with all taxing agencies and employment benefit programs available to the employees.

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 by-laws 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. The City of Camas and East County Fire and Rescue shall contribute an amount equal to the proceeds of their respective EMS levies at 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,

and as limited by Chapter 84.55, Revised Code of Washington (generally limited annual increases in the total dollar amount of the levy to one percent, adjusted for new construction and other exceptions).

B. The amount of the City of Washougal's contribution shall be as provided in the Supplemental Agreement between the City of Washougal and the City of Camas. Remittance of the City of Washougal's contribution shall be likewise in accordance with the terms of the Supplemental Agreement.

C. The City of Camas and 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 directly to the City of Camas all funds collected pursuant to the Emergency Medical Care and Services levies in each District.

D. 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 and 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 of performing its obligations under this agreement shall be owned by the City of Camas. Upon termination of this agreement by any Taxing District, however, consumable supplies shall be the property of and remain with the party in possession of the supplies 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, excluding consumable supplies, purchased by the City of Camas with Emergency Rescue funds, regardless of how such assets are

titled, 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. Camas shall submit to the Advisory Board on a bi-annual basis an inventory of all assets, excluding consumable supplies, subject to the provisions of this Section.

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 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, their 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 negligence or wrongful conduct of a Taxing District or its officers, officials, employees and volunteers. 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 or wrongful conduct by the City of Camas, its officers and employees, in the providing of emergency medical services pursuant to this agreement.

The City of Camas agrees that its obligations under this provision extend to any claim demand, and/or cause of action brought by or on behalf of any of its employees or agents, except for

employee or agent claims alleging negligence or wrongful conduct of a Taxing District or its officers, officials, employees and volunteers. The foregoing indemnity is specifically and expressly intended to constitute a waiver of the City's immunity under Washington's Industrial Insurance Act, RCW Title 51, as respects the other Parties only, and only to the extent necessary to provide each Party with a full and complete indemnity of claims made by City of Camas employees. The parties acknowledge that these provisions were specifically negotiated.

Section 7. TERM: The term of this agreement shall commence as of the date of its execution by all parties, and shall expire as to each party upon expiration of its EMS levy (for the City of Washougal, its EMS levy expires December 31, 2010, for the City of Camas, its EMS levy expires December 31, 2012, and for East County Fire and Rescue, its EMS levy expire December 31, 2014). If, at the time the agreement expires and the Taxing District does not renew its EMS levy, then the agreement shall cease as to that party. All funds remaining in the City of Camas Emergency Rescue Fund at the time of expiration 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: This agreement may be terminated by any party upon written notice to the other parties identifying good cause. Good cause must be identified in writing, and the defaulting party shall thereafter have ninety days to remedy such cause. In the event the remedy period expires without cure, then written notice of termination may be delivered, to take effect at a date specified in said notice, which date shall not be less than six months from the date of said notice. Termination by one party shall not affect the contractual status of the other parties. This

Service Agreement may be terminated at any time upon unanimous written agreement of all parties to this agreement.

Section 10. AGREEMENT ON FILE: This agreement shall be filed with the Clark County Auditor, or alternatively, listed by subject in the Taxing District's Public Agency website or other electronically retrievable public source.

DATED this 3 day of SEPTEMBER 2009.

Attest: [Signature]
Secretary

EAST COUNTY FIRE AND RESCUE

By: [Signature]
Commissioner

DATED this 8 day of Sept., 2009.

Attest: [Signature]
Clerk

CITY OF CAMAS

By: [Signature]
Mayor Paul Dennis

DATED this 21st day of September, 2009.

Attest: [Signature]
City Administrator

CITY OF WASHOUGAL

By: [Signature]
Mayor Stacey Sellers