

SERVICE AGREEMENT

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

WITNESSETH:

WHEREAS, the parties hereto and The City of Washougal 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 2013, and

WHEREAS, the parties hereto and The City of Washougal renewed the Agreement for two additional years on November 15, 2012, and

WHEREAS, the fire departments of the City of Camas and the City of Washougal have merged and are under the administration of the City of Camas, 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 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 levy of thirty-five cents (\$.35) per one thousand dollars (\$1,000.00) of assessed value was renewed 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

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, ECFR 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) 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). East County Fire and Rescue, shall contribute an amount equal to a rate of thirty-five cents (\$0.35) per one thousand dollars (\$1,000.00) of the assessed valuation of property in the applicable Taxing District as collected.

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

Section 6.     HOLD HARMLESS AND INSURANCE: The City of Camas shall defend, indemnify and hold ECFR, 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 sole negligence or wrongful conduct 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 or wrongful conduct 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, 2015, and terminated on December 31, 2020. At that time, if this agreement is not renewed all obligations of all parties to this agreement shall cease. All funds remaining in the City of Camas Emergency Rescue Fund as of December 31, 2020 shall be expended 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: Either 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 facts 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