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EMS INTERLOCAL COOPERATION AGREEMENT

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

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

1 agreement will revise and replace the October 29, 2013 EMS Interlocal Cooperation
2 Agreement as set forth below.

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

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

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

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

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

21 WHEREAS, the County, the Cities and the District desire to reduce unnecessary
22 increases in patient costs and maintain adequate levels of service by capitalizing upon the

1 market and administrative efficiencies associated with receiving ambulance service under
2 a single ambulance contract.

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

9 WHEREAS, the County, District and the Cities for the reason's set forth in the
10 Uniform EMS Ordinance, as amended, find as a fact that it is in the best interest of the
11 health and safety of the public to utilize their combined and/or complimentary authority to
12 authorize the District to negotiate and sign an Interlocal agreement with the City of
13 Vancouver to obtain exclusive 911 and non-emergency ambulance service from its
14 ambulance contractor within the County, District and the Cities beginning on January 1,
15 2015.

16 WHEREAS, the County, the Cities and the District desire to modify the existing
17 October 2013 EMS Interlocal Agreement to reflect their desire to participate in and receive
18 exclusive 911 and non-emergency ambulance service from a contract negotiated and
19 administered by the City of Vancouver.

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1 NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

2 1. PURPOSES.

3 The purposes of this agreement are:

4 a. To enable the Cities and the County to exercise uniform
5 regulatory oversight over EMS in the Regulatory Service Area;

6 b. To enable the Cities and the District to participate in group
7 purchasing of ambulance services for the Contract Service Area so as to enable the
8 residents within the boundaries of the Contract Service Area to benefit from large scale
9 buying power, economies of scale and superior disaster response capabilities; and

10 c. To establish a process for other jurisdictions to become
11 participants in this agreement.

12 d. The above recitals are hereby adopted as findings in support
13 of this agreement.

14 2. DEFINITIONS.

15 Unless a different meaning is plainly required by the context, words and
16 phrases used in this agreement shall have the meanings attributed to them in R.C.W.
17 18.73.030, the Uniform EMS Ordinance, attached as Exhibit B to this agreement, or in this
18 section; provided that in case of any conflict, the Uniform EMS Ordinance shall control:

19 a. "Ambulance Rates" means the Ambulance Service
20 Contractor's charges to patients as established in the contract between the City of
21 Vancouver and Contractor.

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

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

7 d."Default" means those contractual defaults by the Ambulance
8 Services Contractor which may be grounds under the Ambulance Services Contract for
9 the City of Vancouver to invoke the take over provisions of the contract.

10 e. "Contract Service Area" means the combined geographic area
11 within the corporate limits of the Cities and within the portions of unincorporated Clark
12 County defined in the Ambulance Service Agreement, and within any other jurisdictions
13 which participate in this agreement for the purpose of group purchasing of ambulance
14 services.

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

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

21 h. "EMS System" means that network of individuals,
22 organizations, facilities and equipment whose participation is required to generate a

1 clinically-appropriate, pre-planned system-wide response to each request for out of
2 hospital care and/or ambulance transport, so as to provide each patient the best possible
3 chance of survival without disability, given available financial resources and the state-of-
4 the-art of EMS technology.

5 i. "Extraordinary Cost Increase Adjustment" means a temporary,
6 but renewable increase in Ambulance Service Contractor's charges to patients as
7 established in the contract between the City of Vancouver and Contractor, other than the
8 scheduled Annual Inflation Adjustment, which may be allowed by the City of Vancouver to
9 offset: 1) costs for certain factors of production; or 2) changes in insurance payor mix; or 3)
10 changes in insurance reimbursement rates all of which are beyond the Contractor's control
11 and have escalated more rapidly than the Annual Inflation Adjustment.

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

18 k. "Franchise Model" means an EMS business structure in which
19 a contracted organization serves as the retail provider of ambulance services, and owns or
20 controls most or all essential factors of production including operating licenses and
21 permits, third-party reimbursement provider numbers, patient accounts receivable, and
22 other factors of production. Under a "franchise model," the ambulance services contractor

1 controls the patient accounts management process, and is compensated by way of such
2 fee-for-service revenues as may be realized from the sale of ambulance services.

3 I. "Indexed Inflation Adjustment" means the indices used to
4 calculated the Annual Inflation Adjustment as established in the contract between the City
5 of Vancouver and Ambulance Service Contractor

6 3. PARTICIPATION.

7 The parties to this agreement are the Cities, Clark County and the District,
8 and shall be collectively referred to as the EMS Interlocal Cooperative. The County and
9 the Cities participate in the Cooperative in their regulatory capacities for the purpose of
10 enforcing and administering the Uniform EMS Ordinance. The District and the Cities
11 participate in their capacities as public ambulance service providers for the purpose of
12 group purchasing of ambulance services. General purpose governmental jurisdictions
13 may join the Cooperative for the purpose of uniform regulation of the EMS system by
14 adopting an ordinance substantially similar to the Uniform EMS Ordinance and executing
15 an appropriate interlocal agreement with the County. Participation in the Cooperative for
16 purposes of group purchasing of ambulance services is open to other governmental units
17 which have independent authority to designate or contract for ambulance services and
18 which execute this agreement. Jurisdictions outside Clark County may participate for one
19 or both of the purposes of this agreement upon approval of Clark County, provided that the
20 County shall have previously consulted with the then-existing member jurisdictions.

1 4. UNIFORM EMS ORDINANCE.

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

5 5. POWERS RETAINED BY PARTICIPATING JURISDICTIONS.

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

7 a. Changes to Level of Service Option.

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

14 b. Uniform Quality of Care.

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

19 c. Uniform Charges

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

22 d. No Ambulance Deployment Restrictions.

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

7 e. Response Time Reliability.

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

14 f. Contract Commitments.

15 Each shall be entitled to receive the service commitments made by
16 the Ambulance Contractor.

17 6. AUTHORITY AND RESPONSIBILITIES OF CLARK COUNTY.

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

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

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

5 7 AUTHORITY AND RESPONSIBILITIES OF CLARK COUNTY EMS
6 DISTRICT #2.

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

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

20 b. Membership and Voting Rights of the EMS District #2 Board.
21 The EMS District #2 Board in effect at under the existing Interlocal Agreement (expiring
22 December 31, 2014) shall have the authority to negotiate and enter into an Interlocal

1 Agreement with the City of Vancouver for exclusive ambulance service pursuant the
2 authority conveyed in this agreement and consistent with Section 7a until midnight on
3 December 31, 2014. To carry out the administrative duties established in Section 7a
4 beginning on January 1, 2015, there shall be a new EMS District #2 Board established in
5 the EMS District #2 Ordinance. The EMS District #2 Board shall consist of 3 persons,
6 each of whom are delegated one vote consisting of the following members:

7 (1) The two County Commissioners representing the
8 unincorporated areas of Clark County EMS District #2; and

9 (2) One city council member appointed by the Clark
10 County mayor's group representing the Cities of Battleground, LaCenter, Ridgefield and
11 Woodland. The city representative shall change each year with the position alternating
12 between the cities in alphabetical order commencing with the City of Battle Ground. 2015
13 Should a city decline its period of representation, the position shall go to the next city in
14 line.

15 8. EXTRAORDINARY COST INCREASE ADJUSTMENT

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

19 9. CONSOLIDATED ANNUAL REPORT.

20 The City of Vancouver shall present to the district a annual consolidated
21 report consistent with the terms of an Interlocal agreement to negotiated and executed
22 between the District and the City of Vancouver.

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

4 a. Contracting Process.

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

7 (1) Business Structure.

8 The business structure within which the ambulance services
9 contract shall operate shall incorporate the Franchise Model.

10 (2) Type of Contract.

11 The ambulance services contract shall be a performance-
12 based (i.e. not a level-of-effort) contract with initially established Ambulance Rates
13 provision, subject to a reasonable adjustment for the inflation, mandatory improvements in
14 the System Standard of Care, and Extraordinary Adjustments resulting from causes
15 beyond the contractor's reasonable control.

16 (3) Initial Term.

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

19 (4) Earned Rights to Extension.

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

1 11. FINANCING.

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

6 12. DURATION.

7 This agreement shall remain in full force and effect for an initial term of five
8 (5) years from its effective date until midnight, December 31, 2020, with the option an
9 additional 2 or 3 year extensions resulting in a duration not to exceed midnight, December
10 31, 2025, subject to the provisions of Section 13 of this Agreement.

11 13. TERMINATION/MODIFICATION/WITHDRAWAL/EXTENSION.

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

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

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

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

1 14. INTERLOCAL COOPERATION ACT COMPLIANCE.

2 This is an agreement entered into under Chapter 39.34, R.C.W. Its duration
3 is as specified in Section 12. The organization, composition and nature of the EMS District
4 #2 Board is as specified in Section 7 and by the Uniform EMS Ordinance attached as
5 Exhibit B to this agreement. Its provision for a regulatory administrator is as specified in
6 Section 6. Its provision for a contract administrator is as Section 7. Its purposes are as
7 described in Section 1. Its manner of financing and budgeting is as described in Sections
8 6 and 11. Its termination is as described in Section 13.

9 15. NOTICES.

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

12 Clark County and District:

13 County Administrator
14 Clark County
15 P.O. Box 5000
16 1013 Franklin
17 Vancouver, Washington 98660

City of La Center:

 City Mayor
 City of La Center
 214 East Fourth Street
 La Center, WA 98629

18
19
20 City of Battle Ground:

21 City Manager
22 City of Battle Ground
23 PO Box 37
24 Battle Ground, WA 98604

City of Ridgefield:

 City Manager
 City of Ridgefield
 P.O. Box 608
 Ridgefield, WA 98642

25
26
27 City of Woodland:

28 City Mayor
29 City of Woodland
30 230 Davidson Avenue
31

1 Woodland, WA 98674

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3 16. ENTIRETY.

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

6 17. SEVERABILITY.

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

9 18. EFFECTIVE DATE.

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

13 19. RATIFICATION.

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

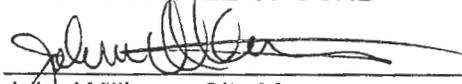
16 20. EXECUTION AND FILING.

17 The parties agree that there shall be multiple original signature pages to this
18 Agreement distributed for signature by the necessary officials of the parties. Upon
19 execution, the executed original signature pages of this Agreement shall be returned to the
20 Clerk of the Board of County Commissioners, which shall file an executed original of this
21 Agreement with the Clark County Auditor. The Clerk shall distribute duplicate conformed
22 copies of the Agreement to each of the parties.

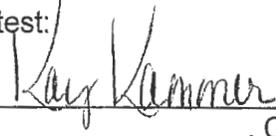
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DATED this 4 day of December, 2014.

CITY OF BATTLE GROUND



John Williams, City Manager

Attest:


, City Clerk

Approved as to form:


, City Attorney

CITY OF LA CENTER

Jim Irish, Mayor

Attest:

, City Clerk

Approved as to form:

, City Attorney

CITY OF RIDGEFIELD

Steve Stuart, City Manager

Attest:

, City Clerk

Approved as to form:

, City Attorney