

DIST 2

MUTUAL AID AGREEMENT EMERGENCY MEDICAL SERVICES

This Agreement is entered into between Pacific County Fire Protection District No 1, Pacific County Fire Protection District No. 2, the City of Ilwaco and the City of Long Beach, all municipal corporations of the State of Washington.

Each of the agencies owns, maintains and operates emergency medical service vehicles or contracts with an EMS provider that owns, maintains and operates emergency medical service vehicles in accordance with Chapter 18.71 and 18.73 RCW and Chapter 246-976 WAC. Such vehicles are staffed by emergency medical technicians and advance life support personnel as required by such statutory provisions and in accordance with Chapter 18.71 and 18.73 RCW and Chapter 246-976 WAC.

The geographical boundaries of each agency are located in such a manner as to enable each agency to render mutual aid service to the other.

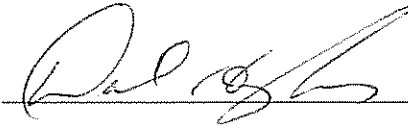
The agencies, to carry out the purposes and functions described above and in consideration of the benefits to be received by each of the agencies, agree as follows:

1. **Request for Assistance.** The commanding officer of the fire department or the officer in charge/incident commander at the scene of an emergency of any agency is authorized to request assistance from the other agency if confronted with an emergency situation at which the requesting agency has need for EMS equipment or personnel in excess of that available at the requesting agency.
2. **Response to Request.** Upon receipt of such a request, the commanding officer of the agency receiving the request, shall immediately take the following action:
 - 2.1. Determine if the responding agency has EMS equipment and personnel available to respond to the requesting agency and determine the nature of the EMS equipment and number of personnel available.
 - 2.2. Determine what available EMS equipment and what available personnel should be dispatched in accordance with the operating plans and procedures established by the agencies.
 - 2.3. In the event the needed EMS equipment and personnel are available, to dispatch such equipment and personnel to the scene of the emergency with proper operating instructions.
 - 2.4. In the event the needed EMS equipment and personnel are not available, to immediately advise the requesting agency of such fact.

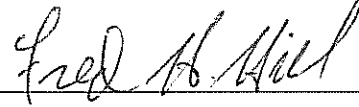
3. **Command Responsibility at Emergency Scene.** The chief officer or senior officer of the agency to which the initial response is made shall be in command of the operations under which the EMS equipment and personnel sent by the responding agency shall serve; provided that the responding equipment and personnel shall be under the immediate supervision of the officer in charge of the responding apparatus. The operational command, however, may be relinquished to the senior officer of any agency rendering assistance under the terms of this agreement.
4. **Termination of Service.** The EMS equipment and personnel of the responding agency shall be released from service and returned to the responding agency by the commanding officer in charge of the operations as soon as conditions may warrant or in the event an emergency should occur in the responding agency's jurisdiction.
5. **Liability.** Each agency agrees to assume responsibility for all liabilities that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other agencies, its employees and officials, harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the agency's employees relating to the performance of this Agreement.
6. **Insurance.** Each agency agrees to maintain adequate insurance coverage for its own equipment and personnel.
7. **Compensation.** Each agency recognizes that each agency incurs ongoing expenses to enable the agency to be able to provide EMS equipment and personnel on a mutual aid basis under this Agreement. In recognition of these expenses, the agencies agree that the requesting agency shall pay to the responding agency the sum of \$500.00 for every response provided under this Agreement. The responding agency, who is a party to this Agreement, shall invoice the requesting agency, who is a party to this Agreement, on a monthly basis. The requesting agency shall pay such invoice within 30 days of receipt. In addition, the responding agency that provides transport shall be authorized to bill the patient in accordance with the agency's normal and customary EMS charges. In the event of multiple agencies on scene, the agency with responsibility for the service area of the call shall determine which agency shall provide transport. For non-transport responses with multiple agencies on scene, the agency with responsibility for the service area of the call shall be authorized to bill the patient in accordance with the agency's normal and customary EMS charges. The \$500.00 response fee shall not apply to automatic response situations as identified in Exhibit A.

8. **Non-Exclusive Agreement.** The agencies to this Agreement shall not be precluded from entering into similar agreements or first response agreements with other municipal corporations.
9. **Termination.** This Agreement shall continue until terminated by all agencies. Any individual agency may terminate its participation in this Agreement by giving to the other agencies a thirty (30) day notice of termination in writing.
10. **Modification.** This Agreement may only be modified by mutual agreement of all agencies hereto, executed in the same manner as this Agreement.
11. **Benefits.** This Agreement is entered into for the benefit of the agencies to this Agreement only and shall confer no benefits, direct or implied, on any third persons.


**PACIFIC COUNTY FIRE
PROTECTION DISTRICT NO. 2**

By: 
Dated: 12-29-06

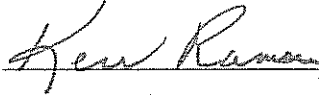
**PACIFIC COUNTY FIRE
PROTECTION DISTRICT NO. 1**

By: 
Dated: 12-29-06

CITY OF ILWACO

By: 
Dated: 12-29-06

CITY OF LONG BEACH

By: 
Dated: 12-29-06

**EXHIBIT A
MUTUAL AID AGREEMENT
EMERGENCY MEDICAL SERVICES**

RESPONSES WITHOUT COMPENSATION

Responses to mutual aid requests in the following situations shall be exempt from the compensation provisions contained in Paragraph 7 of the Agreement. These situations are recognized to be infrequent.

Trauma Response

When the requesting agency is unable to adequately respond, treat and/or transport a “major trauma”, the neighboring ALS verified agency will provide response. **Request for response and response shall be in accordance to the Southwest Regional EMS & Trauma Care System Plan, Washington Prehospital Trauma Triage Procedure, RCW 70.168, and WAC 246-976.**

Mass Casualty Incident:

When the requesting agency has been called for a Mass Casualty Incident (MCI), the request for additional resources shall be made through Pacific County Emergency Management Agency. Request for response and response shall be in accordance to the **Pacific County Emergency Management MCI Plan.**

All other responses are subject to the compensation provisions specified in Paragraph 7.

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is made this 27th day of Nov, 2006 between the City of Long Beach, Washington, a Municipal Corporation, herein referred to as "Long Beach", the City of Ilwaco, Washington, a Municipal Corporation, herein referred to as "Ilwaco", and the Chinook Fire District, herein referred to as "Chinook." This is a new agreement and does not replace or supersede any existing agreements. The three entities above, collectively described herein as "the Parties" desire to form a new board for the purposes of administering Emergency Medical Services in Pacific County within the jurisdictions of Long Beach, Ilwaco, and Chinook.

WHEREAS: Pacific Fire District No. 1 will terminate Emergency Medical Services to Chinook, Ilwaco, and Long Beach effective at midnight, December 31, 2006; and,

WHEREAS: The Parties are committed to protecting the health, welfare, and safety of their shared communities; and,

WHEREAS: The Parties recognize the value of working cooperatively for the benefit of the people who live, work and play in their shared communities; and,

WHEREAS: The Parties formed a Task Force to explore options for providing Emergency Medical Services including retaining Pacific County Fire District No. 1 and identifying alternative methods of providing the same or better Emergency Medical Services; and,

WHEREAS: The Parties believe it is in the public interest to establish a second provider of EMS services in South Pacific County; and,

WHEREAS: The Parties determined there were alternatives for providing Emergency Medical Services that included participation by Long Beach, Ilwaco, and Chinook in key decisions regarding cost of service, quality of service, and levels of service; and,

WHEREAS: The Parties wish to enter into an Agreement that establishes the South Pacific County EMS Task Force herein referred to as "Task Force EMS;" and,

WHEREAS: The Parties wish to authorize Task Force EMS to serve as the governing board for providing EMS services for the Cities of Ilwaco, Long Beach, the Chinook Fire District, and any unserved areas of South Pacific County needing EMS services;

NOW THEREFORE The Parties agree as follows:

1. The Parties shall each appoint two members to Task Force EMS to serve rotating

two year terms.

2. The Parties shall jointly share in the costs for any legal or professional services required to support Task Force EMS.
3. The Parties shall each pay for their own administrative costs including, but not limited to any required travel or training for board members.
4. The City of Long Beach shall provide staff support to Task Force EMS, including a paid staff member to take minutes and maintain the official records for Task Force EMS. On an annual basis the City of Long Beach will notify Task Force EMS of the actual costs associated with the staff support and Ilwaco and Chinook will each pay the City of Long Beach one third of said costs. Costs will be based on the hourly rate of the staff member's salary, including taxes and benefits. Notification of costs will normally be provided each September to allow for budgeting consideration and payment shall be made not later than January 31 for the preceding year.
5. Task Force EMS shall invite the Pacific County Commissioners to appoint an ex officio member of Task Force EMS to represent the interests of Pacific County residents who would be served by the contract EMS provider.
6. Task Force EMS -meetings and rules:
 - A. Task Force EMS meets on the first Thursday of each month at 7:00 PM at the Ilwaco Council Chambers. Task Force EMS may hold special meetings upon the request of the Chairperson or of a majority of Task Force EMS provided all state law notice requirements for a special meeting are met.
 - B. Task Force EMS will adopt rules for the transaction of business and keep a written record of its meetings, resolutions, transactions, findings, and determinations, which shall be a public record. In addition:
 1. The meetings of Task Force EMS are open to the public and may be tape recorded, except for executive sessions, as may be authorized by law; and
 2. Members of Task Force EMS must disqualify themselves from any actions in which they have a financial interest, other conflict of interest, or in which they are in violation of RCW 42.36 (Appearance of Fairness). The Chairperson or Vice Chairperson may request an opinion from the Long Beach or Ilwaco City Attorney regarding whether or not a member should be disqualified from participating in a

particular matter. The member must abide by the opinion of the City Attorney.

- C. A majority of the appointed and qualified members constitutes a quorum for the transaction of business. Four members constitute a quorum. Any action taken by a majority of those present, when those present constitute a quorum, will be deemed and taken as the action of Task Force EMS.
- D. Task Force EMS shall elect a Chairperson and Vice Chairperson to serve two year terms with the Chairperson elected at the first meeting of even numbered years and the Vice Chairperson elected at the first meeting of odd numbered years. Vacancies shall be filled at the first meeting following the occurrence of a vacancy and the new officer shall complete the terms of their predecessor. Consecutive terms are permissible.
- E. Any number less than a quorum is authorized to convene a regular or special meeting at the time set and to adjourn, recess, or continue the regular or special meeting to a date and time certified and entered upon the minutes without the necessity of further notice.

7. Task Force EMS – Powers and Duties

- A. Task Force EMS shall have the authority to negotiate and enter into contracts and agreements for the provision of Emergency Medical Services on behalf of The Parties and shall enter into such an agreement with a provider selected by Task Force EMS.
- B. Task Force EMS shall administer all such contracts and agreements for Emergency Medical Services on behalf of The Parties.
- C. Task Force EMS shall include in any agreement for the provision of Emergency Medical Services specific expectations regarding standards of care, response times, training of staff, compliance with regulatory standards, and use of volunteers along with any other provisions deemed essential by Task Force EMS.
- D. All decisions of Task Force EMS made within the authority of this agreement shall be binding on the Parties.

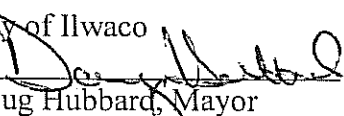
8. COSTS: The Parties agree to share equally in any costs associated with the administration of Task Force EMS including but not limited to professional services such as legal fees; office supplies and materials; advertising or publication of legal notices. The Parties shall individually bear the costs of any travel or other expenses incurred by their appointed members of Task Force EMS

resulting from their participation in Task Force EMS.

9. MEMBERSHIP: Should another governmental entity desire, they may request The Parties allow them to join Task Force EMS. Acceptance of the request will be made upon a positive recommendation from Task Force EMS, which will in part be based on the ability of the contract provider to expand coverage without degrading existing services.
10. DISPUTE RESOLUTION: Should a dispute arise that cannot be resolved to the satisfaction of all parties, it is agreed that the Parties will enter into mediation to resolve the dispute using a mediator agreed upon by the Parties. The Parties agree to equally pay the costs of mediation.
11. TERM: This agreement shall remain in effect until terminated. Termination of the agreement can be achieved by written notice by any of the three entities provided such notice is made at least twelve (12) months in advance unless all parties agree to terminate the agreement with less notice.
12. This Agreement shall not take effect until approved by the last of the Long Beach City Council, the Ilwaco City Council, and the Chinook Fire District Commissioners.
13. This Inter-local Cooperation Agreement contains the entire Agreement between City of Long Beach, the City of Ilwaco, and the Chinook Fire District and shall not be modified in any manner except by an instrument in writing executed by all parties.

City Of Long Beach
By _____
Ken Ramsey, Mayor

Date _____

City of Ilwaco
By 
Doug Hubbard, Mayor

Date _____

Chinook Fire District
By _____
Dale Hughes, Chairman

Date _____