

# INTERLOCAL AGREEMENT FOR INTEGRATION OF FIRE AND EMS ADMINISTRATIVE SERVICES

**THIS INTERLOCAL AGREEMENT (ILA)** is made by and between **SAN JUAN COUNTY FIRE PROTECTION DISTRICT NO. 3**, a Washington municipal corporation (the "Fire District") and **SAN JUAN COUNTY PUBLIC HOSPITAL DISTRICT NO. 1**, (the "Hospital District"), as defined under RCW Title 52 (Fire District) and RCW 70.44 (Hospital District).

WHEREAS a duly authorized Citizen Advisory Group (CAG) recommended, on April 2, 2019, that within the next 2 years, the two Boards (The Fire District and the Hospital District) integrate emergency services into one organization with a single leadership structure, to afford opportunity for improved efficiency, potential cost savings and improved levels of service;

WHEREAS, this recommendation for a consolidated Fire and EMS service by a single entity has recently gained support of the elected officials as being in the best interests of the citizens served by the two parties;

WHEREAS, the Hospital District desires to contract with the Fire District to provide a phased approach whereby the Fire District may ultimately replace the Hospital District as the provider of emergency medical services, with this Agreement constituting the first phase of that process;

WHEREAS, balloting, levy, and district boundary issues need to be promptly addressed in order to meet the CAG's recommended timeline as part of the phased approach to integration; AND

WHEREAS, it is the intent of the parties to enter this Agreement pursuant to Chapter 39.34 of the Revised Code of Washington in order to cooperate with each other to provide high quality services to the public in the most efficient manner possible.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Hospital District and Fire District hereto agree as follows:

## **1. IMPLEMENTATION**

1.1. Purpose and Duration. This ILA will authorize the Fire District to manage and oversee the administration of EMS services currently provided by the Hospital District until such time as the Fire District has the ALS Transport License necessary to provide these services and upon certification of a voter approved funding levy. Upon completion of these two events, the Parties intend to enter into a new interlocal agreement authorized by the Fire District and Hospital District, which agreement would provide for the assumption of EMS Services by the Fire District ("Successor Agreement").

1.1.1. Nothing in this Agreement is intended to modify or alter the duties and responsibilities of the Interim EMS Chief as set forth in the Employment Contract with Karl Kuetzing dated February 5, 2019.

1.2. Services Provided. The Fire District's Fire Chief shall have oversight of the Services as the "EMS Oversight Administrator" set forth in Exhibit A. The Hospital District shall have the opportunity to give input during the regular reports as laid out in 2.1 and have authority to terminate the agreement as laid out in 3.2 and 4.2.

1.3. Compensation for Introductory Period. The Hospital District shall pay the Fire District the sum of \$30,000 per year (based on estimated workload and assumption of liability

resulting from these services), which amount shall be prorated for any partial year of service. Such payment shall be made in monthly installments.

- 1.4. Organizational Structure. During the terms of this Agreement, the Fire Chief shall remain an employee of the Fire District, and the Interim EMS Chief an employee of the Hospital District.
- 1.5. Represented and non-represented Employees. During the term of this ILA, the terms and conditions of employment applying to paid San Juan Island EMS staff will continue, except as may be modified by action of the Hospital District in compliance with any applicable bargaining obligations. If a Successor Agreement is executed, the Hospital District encourages the Fire District to retain all employees of the Hospital District who are involved in providing EMS services with the same, or comparable wage and benefit package.

## **2. OVERSIGHT AND REPORTING**

- 2.1 Agreement Administrators. The Fire District Fire Chief and the Superintendent of the Hospital District, and/or their designees, shall act as administrators of this Agreement for purposes of RCW 39.34.030(4)(a). During the term of this Agreement, the Fire Chief shall provide the Hospital District Board Secretary with monthly reports concerning the provision of services under this Agreement specifically for inclusion during the monthly Hospital District public meeting. The format and topics of the reports shall be agreed upon by one Fire District Commissioner and two Hospital District Commissioners, along with the Fire Chief, the Superintendent and/or their designees, and shall meet at least twice per calendar year, on or before April 1, and again on or before Oct. 1, for the purpose of communicating about issues related to this Agreement. The Fire Chief shall present an annual report to the Hospital District Commission prior to July 31.
- 2.2 The Interim EMS Chief shall continue to report to the Hospital District Board for other services not covered in this agreement. It is anticipated that both the Fire Chief (EMS Oversight Administrator) and the Interim EMS Chief will report together on their respective responsibilities each month.

## **3. TERM OF AGREEMENT**

- 3.1 2-Year Agreement. To the extent permitted by law, this Agreement will commence on the date that it is last signed by a party (the "Effective Date"). This Agreement shall continue in effect for a period of two (2) years from the Commencement Date unless terminated earlier as provided herein.
- 3.2 Material Breach and Wind-Down Period. For purposes of this Agreement, the term Material Breach means a failure of performance by either party of a material term of this Agreement; provided, however, that the non-breaching party has provided notice to the breaching party and a reasonable opportunity to cure. In the event of a Material Breach, the Hospital District and Fire District shall, unless the Hospital District and Fire District mutually agree otherwise, continue to perform their respective obligations under this Agreement for three (3) months or as mutually agreed upon (the "Wind-Down Period") after conclusion of the cure period. The Hospital District will be responsible for all payments required herein until the conclusion of the Wind-Down Period.

## **4. TERMINATION**

- 4.1 Automatic Termination Upon Voter Approval of Fire District Funding. In the event voters of the Fire District approve an EMS levy and/or a levy lid lift in an amount sufficient to support the Fire District's provision of EMS services, then this Agreement shall terminate as of the

first day of the year in which such tax revenues are collected by the Fire District and the Fire District starts to provide service pursuant to a Successor Agreement.

4.2

4.3 45 Day Termination Period (wind-down) Upon Board Resolution of Fire and/or Hospital District. Neither party may terminate this Agreement within the first three (3) months after the Effective Date. In the event either agency wishes to terminate this Agreement thereafter, they may do so upon passage of a resolution during a legally recognized Board of Commissioner's meeting. Notification of such approved resolution will start a forty-five (45) day Wind-Down Period or such other period of time as mutually agreed.

5. **THE HOSPITAL DISTRICT AND FIRE DISTRICT ARE INDEPENDENT MUNICIPAL GOVERNMENTS**

5.1 Independent Governments. The Hospital District and Fire District recognize and agree that the Hospital District and Fire District are independent governments. Except for the specific terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each party.

5.2 Policy and Financial Governance. The Hospital District and Fire District shall retain full, independent, governing authority as defined under RCW Title 52 (Fire District) and RCW Chapter 70.44 (Hospital District) over their respective organizations except as authorized herein.

5.3 Debts and Obligations. Neither the Hospital District nor the Fire District, except as expressly set forth herein or as required by law, shall be liable for any debts or obligations of the other.

6. **INSURANCE**

6.1 Maintenance of Insurance. For the duration of this Agreement, each Party shall maintain current and appropriate insurance levels as recommended by each party's insurance broker.

6.2 Hold Harmless. To the extent permitted by law, each party agrees to defend and hold harmless the other party, its officers, officials, employees and volunteers from any and all claims, costs, including reasonable attorneys' and expert witness fees, losses and judgments arising out of the negligent and/or intentional acts or omissions of such party's officers, officials, employees and volunteers in connection with the performance of this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

The parties acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the Hospital District, its agents, employees, and/or officers and the Fire District, its agents, employees, and/or officers, this section shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers. The parties hereto have expressly bargained for and do waive for purposes of this Indemnification section, only, the immunities of Title 51 RCW, as it relates to any claim, suit or cause of action by one party's employee(s) against the other party.

7. **DISPUTE RESOLUTION**

7.1 Mediation. It is the intent of the Hospital District and Fire District to resolve all disputes between them arising out of, or relating to this Agreement, without litigation. Excluded from

mediation are issues related to the legislative authority of the Hospital District to make budget and appropriation decisions, or decisions to contract. Policy decisions of the Hospital District and/or the Fire District shall not be subject to review by a mediator. The Hospital District and Fire District shall mutually agree upon a mediator. Any expenses incidental to mediation, including the mediator's fee, shall be borne equally by the Hospital District and Fire District. If the Hospital District and Fire District cannot agree upon a mediator, the Hospital District and Fire District shall submit the matter to the Judicial Arbitration and Mediation Service (JAMS) and request that a mediator be appointed. This requirement to mediate the dispute may only be waived by mutual written agreement before a party may proceed to litigation as provided within this agreement.

- 7.2 Binding Arbitration. If the Hospital District and Fire District are unsuccessful in resolving the dispute at mediation, the Hospital District and Fire District shall submit the matter to binding arbitration with the foregoing arbitration service. Excluded from binding arbitration are issues related to the legislative authority of the Hospital District to make budget and appropriation decisions or decisions to contract. Policy decisions of the Hospital District shall not be subject to review by an arbitrator. The arbitration shall be conducted according to the selected arbitration service's Streamlined Arbitration Rules and Procedures.

## **8. MISCELLANEOUS PROVISIONS**

- 8.1 Noticing Procedures. All notices, demands, requests, consents and approvals which may, or are required to be given by any party to any other party hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by nationally recognized overnight delivery service, or if mailed or deposited in the United States mail, sent by registered or certified mail, return receipt requested and postage prepaid to:

Fire District Secretary at:  
San Juan County Fire Protection  
District No. 3  
1011 Mullis St  
Friday Harbor, WA 98250

Hospital District Secretary at:  
San Juan County Public Hospital  
District No. 1  
P.O. Box 370, 849 Spring Street Unit B-5  
Friday Harbor, WA 98250

Or, to such other address as the foregoing the Hospital District and Fire District hereto may from time-to-time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile transmission of any signed original document and retransmission of any signed facsimile transmission shall be the same as delivery of an original document.

- 8.2 Other Cooperative Agreements. Nothing in this Agreement shall preclude the Hospital District and the Fire District from entering into contracts for service in support of this Agreement.
- 8.3 Public Duty Doctrine. This Agreement shall not be construed to provide any benefits to any third parties. Specifically, and without limiting the foregoing, this Agreement shall not create or be construed as creating an exception to the Public Duty Doctrine. The Hospital District and Fire District shall cooperate in good faith and execute such documents as necessary to effectuate the purposes and intent of this Agreement.
- 8.4 Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been

contained herein.

- 8.5 Entire Agreement. This entire agreement between the Hospital District and Fire District hereto is contained in this Agreement and schedules hereto; and this Agreement supersedes all of their previous understandings and agreements, written and oral, with respect to this transaction. This Agreement may be amended only by written instrument executed by the Hospital District and Fire District subsequent to the date hereof.

Dated this 12 day of November, 2019

SAN JUAN COUNTY FIRE PROTECTION DISTRICT NO. 3

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

SAN JUAN COUNTY PUBLIC HOSPITAL DISTRICT NO. 1

By: Michael Stewart, MD.  
Commissioner

By: Rebecca Smith  
Commissioner

By: -vt. schwartz  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: \_\_\_\_\_  
Commissioner

EXHIBIT A  
Contracted Services

The Fire District is the contractor with the Hospital District, and the two Boards are signatories to this agreement. The Fire District shall delegate to their Fire Chief the responsibility of the EMS Oversight Administrator. The EMS Oversight Administrator (Fire Chief) shall work to facilitate the potential transfer of EMS Services to the Fire District to ensure consistency, coordination, and collaboration between the agencies to create a single cohesive, efficient and cost-effective emergency services organization.

Once funding is secured for an integrated service a successor agreement shall be developed collaboratively by the two Districts. The Fire Chief shall facilitate that discussion.

**EMS Oversight Administrator (Fire Chief) General Duties and Responsibilities:**

- Facilitate integration of EMS and Fire service by attending meetings with stakeholders, labor representatives, community members and involved agencies
- Work with both Boards and the Interim EMS Chief to coordinate transition to integration of EMS and Fire
- Coordinate Collaboration between EMS and Fire to the extent possible
- Ensure the seamless transfer of EMS services to the Fire District through addressing with the Interim EMS Chief capital improvement plans, budgets, organizational charts, licensing, and other issues, and as we work towards full integration and potential successor agreements to present as necessary to both Boards
- Review policies, procedures and operational aspects of the Hospital District EMS services and provide recommendations to the Hospital District in cooperation with the Interim EMS Chief for improvement in efficiencies
- Report to the Hospital District Board as explained in the Interlocal Agreement
- Work to develop policy and procedures for each agency to ensure seamless transition to the provision of EMS services by the Fire District
- Mentor and assist Interim EMS Chief in the fulfillment of his duties