

INTERLOCAL AGREEMENT

This Agreement is entered into between the following Advanced Life Support (ALS) Agencies within Snohomish County, Washington in conformance with RCW 39.34, the Washington Interlocal Cooperation Act:

North County Regional Fire Authority (NCRFA)
City of Arlington (Arlington)
City of Everett (Everett)
City of Marysville (Marysville)
City of Mukilteo (Mukilteo)
South County Fire and Rescue (South County Fire)
Snohomish County Fire District 4 (Snohomish 4)
Snohomish County Fire District 7 (Snohomish 7)
Snohomish County Fire District 26 (Snohomish 26) and
Snohomish County Fire District 8 (Lake Stevens)

(the foregoing agencies shall be collectively referred to as the "Participating Agencies"). As set forth herein, other ALS agencies may subsequently become Participating Agencies or Affiliates upon majority vote of the Participating Agencies.

WHEREAS, many calls for service made by "at risk citizens" are for routine needs and could benefit by a CRPP (CRPP); and

WHEREAS, the Participating Agencies currently employ CRPs for the benefit of their respective citizens; and

WHEREAS, the Participating Agencies recognize that there are numerous benefits to be achieved if a CRPP were established on a county wide level, including but not limited to, an increase in efficiencies, sharing of resources and eligibility for grants and other funding; and

WHEREAS, or the Participating Agencies wish to explore the formation of a CRPP for Snohomish County in coordination with the North Sound Accountable Communities of Health (NSACH) comprising personnel from the Participating Agencies who work under the direction of the County Medical Program Director, Dr. Eric Cooper; and

WHEREAS, the goal and purpose of the CRPP is to provide Community Resource Paramedics and coordinated care deployment models throughout the Snohomish County to provide efficient coordinated care and Emergency Room diversion.

WHEREAS, the Participating Agencies wish to establish the means and procedures for formal discussions to occur as part of a coordinated effort to form and implement the CRPP; and

WHEREAS, the Participating Agencies are authorized by the "Washington Interlocal Cooperation Act" Revised Code of Washington (RCW) 39.34 to enter into this Agreement for their mutual benefit.

NOW, THEREFORE, in consideration of the terms and conditions herein, the parties agree as follows:

I. DEFINITIONS, PURPOSE AND TERM

1.1 Definitions.

- a. **Affiliate Agency:** Agencies that do not provide specialized ALS personnel or equipment but who execute an Affiliate Agreement in order to receive services from the CRPP. Affiliate Agencies are not entitled to representation on the CRPP Board.
- b. **CRPP:** Community Resource Paramedic Program.
- c. **CRPP Board.** A board comprised of representatives from the Participating Agencies which shall meet on a regular basis in order to establish policy and direction for the CRPP and shall oversee the CRPP.
- d. **Effective Date:** Defined in Section 4.12.
- e. **Full Participating Agencies (FPAs):** Participating Agencies who execute a Consent to participate in the Operational Phase of this Agreement.
- f. **Lead Agency:** The agency responsible for conducting certain actions on behalf of the CRPP. Initially, South Snohomish County Fire & Rescue Regional Fire Authority ("South County Fire") shall serve as the Lead Agency.
- g. **Participating Agencies:** Signatories to this Agreement.
- h. **Transitional Board.** A board comprised of representatives from the Participating Agencies whose purpose is to handle preliminary matters for the CRPP. The Transitional Board will be replaced by the CRPP Board following the Transitional Period.
- i. **Transitional Period:** The period of time commencing on the Effective Date and ending on December 31, 2018.

1.2 Purpose. The purpose of this Agreement is to create and implement a CRPP, to establish administrative oversight for the CRPP, to provide for management of personnel and resources of the Participating Agencies, procurement of equipment and supplies, cost recovery, and other matters relevant to the program.

1.3 Duration of Agreement. This Agreement shall commence on the Effective Date and shall continue until terminated as provided herein.

II. TRANSITIONAL PERIOD

2.1 Transitional Period. The Transitional Period of this Agreement is for the purpose of creating a Transitional Board to establish the foundational aspects of the CRPP. The Transitional Period shall commence on the Effective Date and shall continue until December 1, 2018 or such later date as may be determined by resolution of the Transitional Board. During the Transitional Period, the following terms and conditions apply:

- a. **Lead Agency.** South County Fire shall serve as the Lead Agency to coordinate functions of the Transitional Board and to undertake tasks assigned to it by the Transitional Board. The Lead Agency shall be entitled to reimbursement of its out of pocket expenses during the Transitional

Period.

- b. Property.** No property will be acquired during the Transitional Period.
- c. Financial Commitment.** No Participating Agency shall be subject to any financial commitment or obligation except for its proportionate share of the Lead Agency's out of pocket expenses during the Transitional Period; provided, however, that no Participating Agency's proportionate cost which shall exceed \$500. Except as to the foregoing, each Participating Agency shall bear its own costs and expenses of participation.
- d. Meetings.** Each Participating Agency agrees to designate one representative and one alternate to attend Transitional Board meetings as those may be scheduled from time to time by the Lead Agency. Transitional Board meetings shall be for the purpose drafting bylaws for adoption by the CRPP Board, to explore external funding options and to begin the application process if feasible, to develop a cost sharing formula for the Participating Agencies and to design the CRPP parameters.
- e. Meetings and Rules.** The Transitional Board may adopt procedural rules to govern their meetings. All meetings shall comply with the Open Public Meetings Act.
- f. Committees.** The Transitional Board may designate one or more committees to make recommendations to the Transitional Board.
- g. Withdrawal During Transitional Period.** During the Transitional Period, any Participating Agency may withdraw from this Agreement without effectuating a termination of this Agreement. Notice of withdrawal shall be by written notice to the Lead Agency not less than thirty (30) days in advance of the withdrawal.

2.2 Actions to be Approved by Transitional Board. The Transitional Board shall, as expeditiously, as possible, but no later than November __, 2018, shall take the following actions:

- (a) Prepare Bylaws to govern meetings and the conduct of the CRPP Board.
- (b) Develop a budget for calendar year 2019.
- (c) Develop and adopt a cost sharing allocation formula for the Participating Agencies.
- (d) Develop a "business plan" detailing the scope and functions of the CRPP. The Business Plan shall describe the parameters and scope for the CRPP, identify external funding sources and application deadlines and an implementation plan.
- (e) Provide copies of the Business Plan, draft bylaws and cost sharing allocation formula to the Participating Agencies for review and comment. The Transitional Board shall revise such documents as it deems appropriate to address such comments.

2.2.1 After receiving and evaluating comments timely submitted by Participating Agencies, the Transitional Board shall, on or before _____, 2018, vote to formally adopt (i) the Bylaws, (ii) Business Plan; (iii) the 2019 Budget and (iv) the proposed Cost Sharing Formula. Upon adoption, the Business Plan shall be attached as Appendix A to this Agreement and the Cost Sharing Formula shall be attached as Appendix B to this Agreement. The Participating Agencies agree that such Appendices may be added without further action of the Participating Agencies.

III. OPERATIONAL PHASE

3.1 Commencement of Operational Phase. The Operational Phase of this Agreement shall commence on the earlier of January 1, 2019 or thirty (30) days after the date on which the Bylaws are approved by the Transitional Board. Upon commencement of the Operational Phase, the Transitional Board shall disband and shall be replaced with the CRPP Board which shall be comprised of representatives appointed in the manner described in the Bylaws.

3.1.1 Continued Participation; Withdrawal. Prior to the commencement of the Operational Phase, the governing body of each Participating Agency desiring to remain a Participating Agency shall approve the continued participation in this Interlocal Agreement by executing the Consent attached hereto as Appendix C and forwarding same to the Lead Agency. Such Consent shall expressly constitute approval of the Cost Sharing Formula. Any Participating Agency which does not timely execute and submit the Consent to the Lead Agency shall be deemed to have withdrawn from this Agreement--and shall cease to be a Participating Agency--as of the commencement of the Operational Phase. Any Participating Agency signing such consent shall be deemed a "Full Participating Agency" (FPA).

3.1.2 Withdrawal During Operational Phase. During the Operational Phase, any FPA may withdraw from participation in this Agreement without effectuating a termination of this Agreement. Notice of withdrawal shall be by written notice to the Lead Agency on or before June 1. If the notice of withdrawal is timely provided, withdrawal will be effective as of January 1, of the succeeding year. The withdrawal of an FPA shall not terminate the Agreement as to the remaining parties. An FPA that withdraws from this Agreement shall forfeit any right to a share of the value of the SOPB owned Equipment.

3.1.3 An FPA who withdraws may become an Affiliate Agency. If the withdrawing party does not elect to become an Affiliate Agency, the party shall no longer be entitled to receive the CRPP Services without charge.

3.2 Admission of Other Agencies. Any Snohomish County fire department or municipality who is not currently a party to this Agreement may become an FPA or Affiliate Agency upon majority approval of the CRPP Board.

3.2.1 The CRPP Board may, as a condition of approving an agency to become a FPA, require such agency to make certain upfront financial contributions to ensure equity among the FPAs.

3.2.2 An agency approved by the CRPP Board to be an Affiliate Agency shall execute the Affiliation Agreements attached as Appendix D. The Lead Agency shall be authorized to execute such Affiliation Agreements on behalf of the CRPP Board.

3.3 CRPP Board. The CRPP Board shall meet quarterly and on such other dates as the CRPP Board deems necessary.

3.4 Lead Agency. South County Fire shall serve as the Lead Agency to coordinate functions of the Transitional Board and to undertake tasks assigned to it by the Transitional Board. The Lead Agency shall have the duties and functions expressed herein and shall be entitled to compensation for such services pursuant to an interlocal agreement executed with the CRPP Board.

3.5 Obligations of FPAs. FPAs shall certify that all training standards and annual refresher training requirement have been met by participating Community Resource Paramedics utilized in the CRPP.

3.6 Acquisition, Ownership, and Use of Equipment.

3.6.1 In order to facilitate the acquisition and disposal of equipment which may be needed for the CRPP (the "Equipment"), the Lead Agency shall be responsible for acquiring, holding title to, and disposing of Equipment as directed by the CRPP Board. The CRPP Board shall authorize the expenditure of funds by the Lead Agency to acquire the Equipment.

3.6.2 In the event the Lead Agency ceases to continue serving as the Lead Agency, then the CRPP Board shall designate a new Lead Agency. The former Lead Agency shall execute all documents necessary to transfer title to the Equipment to the new Lead Agency.

3.6.3 Any tax liabilities arising from the Lead Agency's acquiring title to, or disposing of, the Equipment shall be reimbursed by the CRPP Board.

3.6.4 The CRPP Board shall assign each item of Equipment for use by a party to this Agreement. The CRPP Board reserves the right to reassign Equipment from time to time as it deems necessary to fulfill the purposes of this Agreement. While Equipment is being used by a party, the party shall be responsible to carry and maintain insurance covering claims for bodily injuries and/or damages to property of others arising from use of the Equipment with \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence and an annual aggregate limit of Two Million Dollars (\$2,000,000). The CRPP Board and the parties to this Agreement shall be named as "additional insureds" under such policy.

3.7 Funding Responsibility and Budget.

3.7.1 For 2019, the FPAs shall contribute funds according to the Budget and Cost Sharing Formula adopted by the Transitional Board.

3.7.2. Not later than _____, 2019 and annually thereafter on such date, the CRPP Board shall adopt a budget for the following year and distribute a copy of same to all FPAs and Affiliate Agencies. The proposed budget shall detail, at a minimum, the following: (i) equipment and resources the CRPP Board determines to be necessary for acquisition during the following calendar year, (ii) anticipated maintenance and repair costs for equipment purchased by the CRPP Board; (iii) the grants to be received by the CRPP Board to acquire equipment and resources, and (iv) anticipated administrative and related expenses.

3.7.3 That portion of the budget not funded by grants shall be funded by FPAs and Affiliate Agencies as provided in this Section. Each agency's share of the budget shall be derived according to the Cost Sharing Formula.

3.7.4 FPAs shall be invoiced amounts according to the Cost Sharing Formula. Invoices shall be payable within 45 days of the due date of the invoice; failure to timely pay an invoice shall constitute a default under the terms of this Agreement.

3.7.5 If a Snohomish County agency joins as an FPA or Affiliate Agency at any date other than January 1, the agency shall pay a pro rata share of the amount it would otherwise have been billed for the calendar year in which it joined. The fees paid by such agency shall reduce the obligations owed by the other FPAs and Affiliate Agencies. At the CRPP Board's discretion, the appropriate amounts shall be refunded to the other agencies or shall be credited against their financial obligations in the subsequent calendar year.

3.7.6 The CRPP Board shall execute an interlocal agreement with the Lead Agency to handle the billing, collection, and public bidding functions for the CRPP Board.

3.8 Compensation for Special Operations Services.

3.8.1 In consideration of the financial and other contributions by the FPAs as outlined herein, the CRPP Board and parties hereto agree that an FPA shall not be billed for CRPP services received by such FPA.

IV. MISCELLANEOUS TERMS

4.1 Termination of Agreement.

4.1.1 This Agreement may be terminated by a 60% majority vote of the FPAs. Unless otherwise provided, any termination shall be effective as of December 31 of the year in which the vote is taken.

4.1.2 Upon termination of this Agreement, the CRPP Board shall take all steps to redistribute or liquidate the Equipment. After paying all expenses, the Lead Agency shall disburse any proceeds to the FPAs according to the percentage of their contributions during the term of this Agreement.

4.1.3 An agency who is utilizing any item of Equipment as of the date of termination shall be afforded a reasonable opportunity to purchase the item for the full and true value before it is offered for sale to other FPAs or to third parties.

4.2 Indemnification. To the extent permitted by law, each party to this Agreement shall defend, indemnify, and hold the CRPP Board, other FPAs, Affiliate Agencies and their agents, employees and/or officers harmless from, and shall process and defend at its own expense, any and all claims, demands, suits, penalties, losses, damages, or costs of whatsoever kind or nature brought against them arising out of or caused by the indemnifying party's negligent acts and/or omissions. Nothing in this Agreement shall be construed to require any party to defend, indemnify, and hold harmless any other party against any liability to the extent it arises from or is caused by the negligence or fault of the other party, its agents, employees, and/or officers.

4.3 Applicable Law. This Agreement shall be governed by and construed according to the laws of the State of Washington. Nothing in this Agreement shall be construed as altering or diminishing the rights or responsibilities of the parties as granted or imposed by State law. In the event that any litigation may be filed between the parties regarding this Agreement, the parties agree that venue shall rest in the Superior Court of Snohomish County, Washington.

4.4 Disputes. The parties agree to attempt mediation prior to the filing of any legal action, but mediation shall not be a condition precedent to filing a legal action. Venue for any disputes shall lie exclusively in Snohomish County Superior Court.

4.5 No Third Party Benefit. It is agreed that this Agreement does not create a partnership or joint venture relationship between the parties and does not benefit or create any rights in any third party.

4.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements between the parties relating to the subject matter hereof. This Agreement may be amended or modified only by written instrument signed by the parties hereto.

4.7 Savings. Should any provision of this Agreement be deemed invalid or inconsistent with any federal, state, or local law, ordinance or regulation, the remaining provisions shall continue in full force and effect.

4.8 Recording. A copy of this Agreement shall be filed with the Snohomish County Auditor.

4.9 Survivability. All covenants, promises, and performances that are not fully performed as of the date of termination shall survive termination as binding obligations.

4.10 No Waiver. No failure by either party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy for a breach thereof, shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall affect or alter this Agreement, and each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

4.11 Neutral Authorship. Each of the provisions of this Agreement has been reviewed and negotiated, and represents the combined work product of both parties. No presumption or other rules of construction, which would interpret the provisions of this Agreement in favor of, or against, the district preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

4.12 Effective Date.

4.12.1 This Agreement shall take effect and be in full force and in effect after all of the following has occurred (the "Effective Date"):

A. The Agreement is executed by the duly authorized representative of at least ____ Participating Agencies; and

B. A copy of the Agreement is either filed with the Snohomish County Auditor's Office or posted on the website for at least one of the Parties.

4.13 Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

4.14 Ownership of Assets. Each party shall retain ownership, control, and responsibility for the maintenance, repair, and replacement of their respective facilities, apparatus, and equipment.

4.15 Notices. 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 a nationally recognized overnight delivery service, or if mailed in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to the addresses set forth above or to such other address as the foregoing Parties 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.

4.16 No Benefit to Third Parties. 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.

4.17 Independent Municipal Governments. The Parties recognize and agree that the parties hereto are independent governments. Except for the express terms herein, nothing herein shall be construed to limit the discretion of the governing bodies of each Party.

4.18 Drafting. The Parties agree that each has fully participated in the negotiation, review, and drafting of

this Agreement and that this Agreement shall be construed according to its fair meaning without regard to which Party drafted any particular provision.

CITY OF ARLINGTON

Signed: Barbara Tolbert
Barbara Tolbert

Dated: _____

Print: Mayor
Title:

Approved as to form:

[Signature]
City Attorney

CITY OF EVERETT

Signed: _____

Dated: _____

Print:
Title:

Approved as to form:

City Attorney

CITY OF MARYSVILLE

Signed: _____

Dated: _____

Print:
Title:

Approved as to form:

City Attorney

CITY OF MUKILTEO

Signed: _____

Dated: _____

Print:
Title:

Approved as to form:

City Attorney

NORTH COUNTY REGIONAL FIRE AUTHORITY

Signed: _____

Dated: _____

Print:
Title:

Approved as to form:

NCRFA Attorney

SNOHOMISH COUNTY FIRE DISTRICT 4

Signed: _____

Print:

Title:

Approved as to form:

District Attorney

Dated: _____

SNOHOMISH COUNTY FIRE DISTRICT 7

Signed: _____

Print:

Title:

Approved as to form:

District Attorney

Dated: _____

SNOHOMISH COUNTY FIRE DISTRICT 8

Signed: _____

Print:

Title:

Approved as to form:

District Attorney

Dated: _____

SNOHOMISH COUNTY FIRE DISTRICT 26

Signed: _____

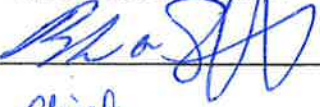
Dated: _____

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Title:

Approved as to form:

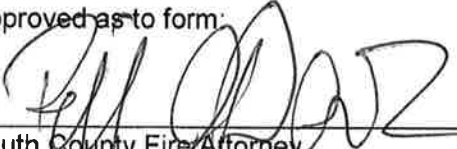
District Attorney

SOUTH SNOHOMISH COUNTY FIRE & RESCUE RFA

Signed: 
Fire Chief

Dated: December 3, 2018

Print:
Title:

Approved as to form:

South County Fire Attorney

APPENDIX A
BUSINESS PLAN

APPENDIX B
COST SHARING FORMULA

APPENDIX C

CONSENT

APPENDIX D
AFFILIATION AGREEMENT