

**WALLA WALLA COUNTY
INTERAGENCY AGREEMENT FOR EMERGENCY MEDICAL SERVICE
2021**

AN AGREEMENT by which the **WALLA WALLA COUNTY FIRE PROTECTION DISTRICT #1**, a municipal corporation, hereinafter referred to as **DISTRICT**, agrees to provide certain emergency medical services to Walla Walla County, a municipal corporation, hereinafter referred to as **COUNTY**, in accordance with the provisions of the Interlocal Cooperation Act, RCW 39.34.

WHEREAS, the Walla Walla County Commissioners recognize the need for a comprehensive emergency medical services program in Walla Walla County, and

WHEREAS, the County of Walla Walla has no full time Fire Department or Emergency Medical Services staff, and

WHEREAS, the Walla Walla County Fire Protection District #1 through the utilization of its resources is equipped to operate and administer Emergency Medical Services as defined by RCW 18.73.030(10), and

WHEREAS, the parties hereto recognize the advantages to be gained from the establishment of a single integrated comprehensive Emergency Medical Services Program, and the County has the authority pursuant to RCW 36.01.095 to establish such a system, Now, Therefore, the parties agree as follows:

WITNESSETH:

1. The District agrees to provide emergency medical services for the term of this agreement and in so doing shall provide all personnel and equipment required for such service. In connection therewith, the District further agrees to provide sufficient qualified personnel and equipment to operate such emergency medical care services twenty-four (24) hours every day. The area to be served by the District's emergency medical services is within the boundaries of Fire District #1. This agreement does not preclude contracting with a provider for these services so long as the provider complies with Department of Health regulations.
2. **The County shall pay to the District the annual sum of Nineteen Thousand Forty-Nine Dollars (\$19,049) to be used only for provision of emergency medical care or emergency medical services under this agreement, including related personnel costs, training for such personnel, and related equipment, supplies, vehicles, and structures needed for the provision of emergency medical care or emergency medical services pursuant to RCW 84.52.069(5). Distribution by the Walla Walla County Treasurer's Office shall be made at least every two months with the distribution method determined by the County Treasurer.**
3. The District agrees to provide said services Twenty-four (24) hours per day, Seven (7) days per week. When said service is required and dispatched, the District's operator of such service shall be ready to respond to such assignment, provided, however, that should the operator be temporarily unable to provide services because of conditions beyond its control, including but not limited to illness or other disability of operator's employees or failure as to operator's vehicles or equipment, the dispatcher shall be immediately notified to that effect and shall also be notified when the operator is once again able to respond to emergency calls. Persistent and repeated failure by the District's operator to notify the dispatcher of unavailability shall be deemed just cause for immediate cancellation of this contract by Walla Walla County without the necessity of providing the notice specified.
4. The District, its employees, and contract providers shall comply with all applicable State and Federal laws and ordinances relating to the operation of emergency medical services.

5. The District agrees to save and hold the County harmless from any and all causes of action, judgments, claims, or demands, or from any liability of any nature rising out of omissions of the District's employees or agents; and, the County, likewise, agrees to save and hold the District harmless from any and all causes of action, judgments, claims, or demands, or from any liability of any nature rising out of the exercise of this agreement due to the acts or omissions of the County's employees or agents.
6. This contract shall be in effect from January 1, 2021 to December 31, 2021 provided, however that each party shall have the option to terminate the contract by giving the other party Sixty (60) days advanced written notice thereof. Funds payable by the County to the District shall be prorated for the term remaining in the contract.
7. In the event a new contract is not executed by January 1, 2022, and the parties continue to cooperate in this program, this agreement shall be deemed to continue from month to month until written notice of termination is given, as outlined above.
8. Any modification to this agreement shall be made by both parties in writing.
9. The County shall have the right, at all times, to inspect and review the records maintained by the District and the County Auditor of expenditures by the District of sums received by it under this agreement, in order to comply with any requirements made of the County by the State Auditor, and for any other purposes deemed necessary.
10. The District has no authority, as agent or otherwise, to bind the County to any legal obligation with any other entity, and the District and its employees and agents are independent contractors as to the County and are not the agents or employees of the County.
11. If sufficient funds are not received by the County from EMS tax revenues for payment under this agreement for any fiscal period, the County will prorate and distribute available funds. The Department of EMS shall have priority for the budgeted amount for the year and remaining available funds will be distributed to EMS agencies. No penalty or expense shall accrue to the County in the event this provision applies.
12. All collected back taxes will be distributed to the agency at the next scheduled distribution date.

IN WITNESS WHEREOF, the parties hereto have set their hands this 8th day of March, 2021.

WALLA WALLA COUNTY
FIRE PROTECTION DISTRICT #1

David P. Bush
Fire District Commissioner

Brendo Donpau
Fire District Commissioner

Fred W. Hair
Fire District Commissioner

Brendo Donpau
Chief

WALLA WALLA COUNTY BOARD OF
COMMISSIONERS

Jeffrey A. Longkiss
Chairman

Joe Thurman
Commissioner

Jeffrey A. Longkiss
Commissioner

Attest:
Julia
Clerk of the Board *Assistant*

Approved as to Form:
James L. Ray
Prosecuting Attorney