AGREEMENT FOR FUNDING THE SNOHOMISH COUNTY EMERGENCY MEDICAL SERVICES AND TRAUMA CARE COUNCIL

This Agreement ("Agreement") is entered into by and among the following: Contributing Emergency Medical Services Agencies ("Contributing Agencies") in Snohomish County, Washington listed in Exhibit A, and the Snohomish County Emergency Medical Services and Trauma Care Council ("SCEMS/TC COUNCIL"), a non-profit corporation of the State of Washington.

WHEREAS, a county may create a local emergency medical services and trauma care council composed of representatives of hospital and prehospital trauma care and emergency medical services providers, local elected officials, consumers, local law enforcement officials, and local government agencies involved in the delivery of emergency medical services and trauma care under RCW 70.168.120, WAC 246-976-970 and the Department of Health; and

WHEREAS, the SCEMS/TC Council is such a local emergency medical services and trauma care council; and

WHEREAS, the Contributing Agencies are all public or private emergency medical service and/or trauma care providers operating in Snohomish County, and are all members of the SCEMS/TC Council; and

WHEREAS, the SCEMS/TC Council retains the services of a licensed physician for the position of Medical Program Director (MPD) for the purpose of fulfilling the responsibilities prescribed by WAC 246-976-920, RCW 43.70.140 and the Washington Department of Health (DOH) and said position is pivotal to assisting the Contributing Agencies with providing quality Emergency Medical Services; and

WHEREAS, the Contributing Agencies recognize the advantages gained from the establishment of the SCEMS/TC Council, one (1) Medical Control Physician, and centralized and collaborative EMS programs that direct and guide all persons involved in providing excellent patient care in the pre-hospital care system, both public and private; and

WHEREAS, the SCEMS/TC Council provides EMS support functions and programs to its Contributing Agencies, examples of which are record keeping, certification of personnel, strategic planning, countywide policy development, EMS information website and centralized quality assurance; and

WHEREAS, the Contributing Agencies desire to share equitably in the funding of the SCEMS/TC Council, the Snohomish County Medical Program Director and associated support services;

NOW, THEREFORE, in consideration of the following mutual agreements, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Authority and Prior Agreements.
The parties to this Agreement, exercising the powers granted to them by statute or by official organizational authority, enter into this Agreement for the purposes identified in Section 2.

This Agreement shall, on the Effective Date, supersede and replace all prior agreements hereto relating to the purpose and funding of the Snohomish County Emergency Medical Services and Trauma Care Council and Medical Program Director.

Section 2: Purpose.
The purpose of this Agreement is to establish the responsibilities of the Contributing Agencies for the funding of the Snohomish County Emergency Medical Services and Trauma Care Council and its approved programs, including the position of the Medical Program Director, and the corresponding obligation of SCEMS/TC Council to provide a Medical Program Director and support services to the Contributing Agencies, consistent with state law.

Section 3: Duration.

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

A. The Agreement is approved by the official action of the governing bodies of at least two Parties;

B. The Agreement is executed by the duly authorized representative of at least two Parties; and

C. A copy of the Agreement is filed with the Snohomish County Auditor's Office.

3.2 Term. This Agreement shall commence on the _____Effective Date. This Agreement shall remain in effect as long as at least two Contributing Agencies mutually determine that it is necessary for them to fund the Snohomish County Emergency Medical Services and Trauma Care Council and its approved programs, or until this Agreement is terminated in accordance with Section 3.4 below.

3.3 Withdrawal. Any Contributing Agency may withdraw from participation in this Agreement without effectuating a termination of this Agreement. Notice of withdrawal shall be by written notice to the SCEMS/TC Council and the other Contributing Agencies on or before November 1. If notice of withdrawal is timely provided, withdrawal will be effective as of January 1 of the succeeding year. The withdrawal of a Contributing Agency shall not terminate the Agreement as to the remaining parties.

3.4 Termination. If the SCEMS/TC Council votes to terminate this Agreement, the SCEMS/TC Council shall notify the Contributing Agencies of such termination at least 180 days in advance of the effective date of termination.

Section 4: Funding Responsibility and Budget.

4.1 The SCEMS/TC Council shall distribute a proposed budget by July 1 of each year, for the next calendar year, to all Contributing Agencies. The proposed budget shall detail the expenses of each SCEMS/TC Council program.

4.2 Contributing Agencies shall be invoiced amounts as shown in the funding plan attached as Exhibit B. The funding plan includes costs to governmental agencies, private agencies, and volunteer groups all involved in the delivery of EMS in Snohomish County. Distribution of costs are as follows:

a. Fire Service/government agencies: Each agency shall pay based on a formula of 66.66% for incident rates, 33.33% assessed value, plus Service Level rate.
b. Private EMS Services: Each private ambulance service provider shall be assessed $5,000.
c. Volunteer EMS Agencies: Such agencies, as identified in Exhibit A of this Agreement, shall be assessed $500 annually.

4.3 Invoices shall be issued every December and shall be payable within ninety (90) days of the date of the invoice, Failure to timely pay an invoice shall constitute a default under the terms of this Agreement.

4.4 If an agency elects to join at any point in time other than January 1, the SCEMS/TC Council shall revise the funding plan and adjust the charges to other agencies to account for the contributions to be made by the new agency for the following calendar year.

Section 5: Responsibility to Provide Medical Program Director and Support Services.
In consideration of the Contributing Agencies providing the SCEMS/TC Council with funding, the SCEMS/TC Council shall provide Contributing Agencies with the services of the Snohomish County Medical Program Director ("MPD"). In addition, the SCEMS/TC Council shall provide, in collaboration with the MPD, the Contributing Agencies with support services to include pre-hospital quality assurance services, EMS training curriculums, prehospital provider certification assistance, and EMS prehospital protocols in accordance with the regulations of the Washington State Department of Health and other applicable State laws and regulations. The foregoing services shall be collectively referred to herein as the "Services."

Section 6: Bylaws.
The SCEMS/TC Council has, and shall continue to maintain, bylaws for the purposes of conducting the business of the Council. Contributing Agencies participation in the SCEMS/TC Council shall be guided by such bylaws. Any amendments to these bylaws shall be approved by the majority vote of the Council membership.

Section 7: Termination of Services.

7.1 A Contributing Agency that withdraws from this Agreement shall have no further right to receive the Services defined herein as of the effective date of the withdrawal.

7.2 In the event a Contributing Agency is in default under any terms or conditions of this Agreement, including the failure to timely pay an invoice and such default continues for ninety (90) days after written notice from the SCEMS/TC Council, the SCEMS/TC Council may terminate the Contributing Agency's participation in this Agreement. Upon such termination, the Contributing Agency shall have no further right to receive the Services defined herein.

Section 8: Indemnification.

8.1 Each party to this Agreement shall defend, indemnify and hold the SCEMS/TC Council, the other Contributing Agencies, and their agents, employees and/or officers harmless from, and shall process and defend at its own expense, any and all claims, liabilities, 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 performance or failure to perform under the terms of this Agreement; provided,

however, that nothing in this Agreement shall be construed to require any party to defend, indemnify and hold harmless any other party against any claims, liabilities, demands, suits, penalties, losses, damages, or costs to the extent it arises from or is caused by the negligence or fault of the other party, its agents, employees, and/or officers.

Section 9: No Joint Venture, Partnership or Third Party Beneficiaries. It is agreed that this cooperative 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.

Section 10: 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.

Section 11: Disputes.
All claims or disputes arising out of or relating to this Agreement shall be referred to a panel consisting of two (2) representatives of the Contributing Agencies and two (2) Executive Board members from the SCEMS/TC Council. If this panel is unable to reach a mutually acceptable resolution, it will appoint an independent party to serve as a mediator in the effort to resolve the claim or dispute. Such mediation shall be required before an action may be filed to adjudicate the claim or dispute in a court of law.

Section 12: Entire Agreement.

12.1 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.

12.2 This Agreement may be amended or modified only by written instrument signed by the parties hereto.

Section 13: 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.

Section 14: Filing.
A copy of this Agreement shall be filed with the Snohomish County Auditor.

Section 15. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first date written below.

Cindy Cole

Snohomish County Emergency Services
and Trauma Care Council

Chair SCEMS Council

Title

6/11/14

Date

Ray Stephanson

Contributing Agency
City of Everett

Mayor

Title

5-20-2014

Date

ATTEST:

City Clerk

APPROVED AS TO FORM

JAMES D. ILES, City Attorney

EXHIBIT A: CONTRIBUTING MEMBERS

Arlington Fire Department
American Medical Response
Draft Rescue Response
Everett Fire Department
Lynnwood Fire Department
Lake Stevens Fire Department
Falck Northwest
Marysville Fire Department
Monroe Fire Department
Mukilteo Fire Department
North County Regional Fire Authority
Northwest Ambulance
Rural/Metro Ambulance
Snohomish County Airport Fire Department
Snohomish County FPD #1
Snohomish County FPD #4
Snohomish County FPD #5
Snohomish County FPD #7
Snohomish County FPD #15
Snohomish County FPD #16
Snohomish County FPD #17
Snohomish County FPD #19
Snohomish County FPD #21
Snohomish County FPD #22
Snohomish County FPD #23
Snohomish County FPD #24
Snohomish County FPD #25
Snohomish County FPD #26
Snohomish County FPD #27
Snohomish County FPD #28
Snohomish County Volunteer Search and Rescue
Stat Response

EXHIBIT B: FUNDING PLAN

Distribution Weights for Fire Agencies					
Usage (Incidents)	Assessed Value	ALS Service Level	ILS Service Level	BLS Service Level	
66.66%	33.33%	$ 5,000	$ 2,500	$	500

Private & Volunteer Agency Assessments		Amount
Rural Metro Amb	$	5,000
AMR	$	5,000
Northwest Amb	$	5,000
Falck Ambulance	$	5,000
Stat Response	$	500
Evergreen Speedway	$	500
Snohomish Co. Search & Rescue	$	500

Agreement

EVERETT CITY COUNCIL AGENDA ITEM COVER SHEET

#5

PROJECT TITLE:
Agreement for Funding the Snohomish County EMS and Trauma Care Council

_____	Briefing	COUNCIL BILL #	
_____	Proposed Action	Originating Department	Fire
_____	Consent	Contact Person	Pete Vier
_____	Action	Phone Number	(425) 257 8115
_____	First Reading	FOR AGENDA OF	April 30, 2014
_____	Second Reading		
_____	Third Reading		
_____	Public Hearing		
_____	Budget Advisory	Initialed by:	
		Department Head	
		CAA	db
		Council President	

Location	**Preceding Action**	**Attachments**	**Department(s) Approval**
			Legal

Amount Budgeted	-0-	
Expenditure Required	-0-	Account Number(s):
Budget Remaining	-0-	
Additional Required	-0-	

DETAILED SUMMARY STATEMENT:

The purpose of this Agreement is to establish the responsibilities of the contributing agencies to share equitably in funding the Snohomish County Emergency Medical Services and Trauma Care Council and its programs, including the position of Snohomish County Medical Program Director. The City of Everett Fire Department is identified as one of the contributing agencies.

Council approved 5/7/14 Jm

RECOMMENDATION (Exact action requested of Council):
Authorize the Mayor to sign the Agreement for the City's portion of funding for the Snohomish County Emergency Medical Services and Trauma Care Council program.