

AMBULANCE SERVICE AGREEMENT

This agreement is entered into between Columbia County Fire Protection District No. 2 "CA2" and Walla Walla County Fire Protection District No. 2 "WW2" both municipal corporations of the State of Washington.

RECITALS

1. This agreement is entered into by CA2 and WW2 under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.
2. WW2 and CA2 currently operate by agreement as a single combined fire protection district.
3. WW2 has an EMS levy that it uses to partially fund EMS in WW2.
4. CA2 does not have an EMS levy.
5. WW2 will initiate its own ambulance service beginning January 1, 2016.
6. It is the purpose of this agreement to clarify the funding of the ambulance service operations in CA2.

AGREEMENT


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

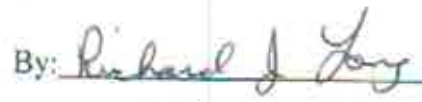
1. **Service Area.** WW2 and CA2 shall operate the ambulance service within the jurisdiction of both districts as a single unified service without regard to jurisdictional boundaries.
2. **Compensation.** Users of the ambulance services within the jurisdiction of CA2 may be charged an additional amount per response to account for the absence of EMS tax levy proceeds being collected in CA2. The joint Board of Commissioners shall have the discretion to adjust the surcharge as necessary and may use other CA2 tax funds to offset the cost of the ambulance service in CA2 as determined in the sole discretion of the joint board.
3. **Term.** This agreement shall be in effect from January 1, 2016 and shall continue until terminated as provided in paragraph 6.
4. **Termination.** Either party may terminate this Agreement by providing the other party with 30 days written advance notice of termination.
5. **Miscellaneous**
 - 5.1. **No Separate Entity Created.** This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.

- 5.2. **Administration.** Unless the Parties otherwise agree, there shall be no lead agency responsible for the administration of this Agreement. This Agreement shall be administered jointly by the chief officers of the respective Parties.
- 5.3. **Property Ownership.** This Agreement does not provide for jointly owned property. All property presently owned or hereafter acquired by WW2 to enable it to perform the services required under this agreement, shall remain the property of WW2 in the event of the termination of this agreement.
- 5.4. **Modification.** This agreement may only be modified by mutual agreement of all parties hereto, executed in the same manner as this agreement.
- 5.5. **Severability.** If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.
- 5.6. **Benefits.** This agreement is entered into for the benefit of the parties to this agreement only and shall confer no benefits, direct or implied, on any third persons.
- 5.7. **Litigation.** In the event of litigation concerning the terms of or performance under this agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.
- 5.8. **Filing/Web Site.** This Agreement shall either be filed with the County Auditor or by listing on either party's websites in accordance with RCW 39.34.040.
- 5.9. **Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon personal service or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

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

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

By: 
 Print Name: Bruce E. Abbey
 Its Commissioner
 DATE: 12/21/15

By: 
 Print Name: Richard J. Long
 Its Commissioner
 DATE: 12-21-2015

NOTICES TO BE SENT TO:

NOTICES TO BE SENT TO:

509) 337-8860 (telephone)
 (facsimile)

509-520-4773 (telephone)
 (facsimile)