SJC Agreement No. 10SH.006

INTERLOCAL AGREEMENT
Between San Juan County and the San Juan County Fire Protection District No.3
Pursuant to RCW 39.34 for Provision of Dispatching Services

IN CONSIDERATION of the mutual covenants as further stated below San Juan County and San Juan County Fire Protection District No. 3 ("Emergency Responder") agree as follows:

I. PURPOSE OF INTERLOCAL AGREEMENT

1.1 The purpose of this Agreement is to improve fire and emergency services provided by Emergency Responder by enabling Emergency Responder, which lacks sufficient separate emergency dispatch facilities and services of its own, to purchase same from San Juan County.

II. DURATION OF AGREEMENT AND METHOD OF TERMINATION

2.1 This Agreement shall begin on January 1, 2010. The Agreement shall last for five calendar years unless either party elects to terminate this Agreement by the procedure specified in Subsection 2.2. Each year, not later than December 1st, the parties shall enter into a supplemental fee agreement according to the provisions of paragraph 6.8.

2.2 This Agreement may be terminated at the end of each calendar year, effective December 31st, of that contracting year, by either San Juan County or Emergency Responder by the terminating party giving written notice of termination to the other party by delivering the same to the San Juan County Auditor or Emergency Responder not later than the 60th day prior to termination. Emergency Responder shall be granted up to 270 days of additional dispatching services (beyond termination date) at the agreed-upon amount in order to ascertain a new source of dispatching services. Such notice of termination shall be by certified letter from the San Juan County Sheriff or a resolution of the Commissioners of the Emergency Responder.
III. **NO SEPARATE ENTITY**

3.1 No separate legal or administrative entity is intended to be hereby created. The administrator shall be the San Juan County Sheriff.

IV. **DISPATCH USERS COMMITTEE**

4.1 As administrator, the Sheriff shall confer regularly with a Dispatch Users Committee. Each entity (public or private) that contracts with San Juan County for dispatch services shall be entitled to one representative on the Dispatch Users Committee. The Sheriff shall confer with the committee as an aid in providing efficient and reliable 911 dispatch services. The committee members shall assist the Sheriff in establishing all operational procedures relating to dispatch and advise the Sheriff of all problems related to the provision of services under this contract and work together to resolve them. The committee shall submit, in writing, their advisory recommendations to the Sheriff and the Sheriff shall respond back to the members of the users group, in writing, within seven (7) days of these actions or findings.

4.2 San Juan County shall have full authority to acquire, hold and dispose of real and personal property for the purpose of providing dispatch services pursuant to this Agreement; provided, that San Juan County shall acquire, hold and dispose of property in the same manner that it acquires, holds and disposes of property for the provision of services for its own residents; and provided further, that the manner of acquiring, holding and disposing of said property complies with all applicable state laws and regulations. Emergency Responder shall not acquire any interest in or lien upon the property acquired by San Juan County pursuant to this Agreement.

4.3 All property acquired by San Juan County for the purposes of this Agreement shall remain the property of San Juan County upon the termination of this Agreement.

4.4 Emergency Responder shall have full authority to acquire, hold, and dispose of real and personal property for the purpose of receiving dispatch services from San Juan County pursuant to this Agreement. San Juan County shall not acquire any interest in or lien upon the property acquired by Emergency Responder after termination of the Agreement.

V. **FINANCE**

5.1 San Juan County shall establish and maintain fiscal procedures in the County records which comply with state law and regulations. The Sheriff shall have an obligation to establish and maintain a system for identifying such user costs separate from any other law enforcement functions handled through the offices of the Sheriff.

VI. **DUTIES OF SAN JUAN COUNTY AND EMERGENCY RESPONDER**

6.1 San Juan County shall provide a 24-hour answering service utilizing a 911 system for the receipt of Emergency Responder citizens' reports of fires, requests for emergency medical services, and requests for rescue boat and rescue emergencies. In connection with the receipt of
911 calls, San Juan County shall provide a 24-hour radio dispatch service to notify and dispatch the appropriate station(s) and personnel from Emergency Responder to respond to 911 reported emergencies.

6.2 San Juan County shall initiate dispatch of Emergency Responder within ninety seconds or such lesser time as is required by state law or E-911 funding, unless exceptional emergency circumstances exist.

6.3 San Juan County shall upon request of the Chief of Emergency Responder provide duplicate, continuous, unaltered audio dispatch tapes relating to Emergency Responder’s incidents as soon as reasonably possible after the call or within 24 hours.

6.4 San Juan County shall provide written dispatch incident reports to Emergency Responder which shall contain mutually agreed-upon information. These reports shall be supplied in a timely manner.

6.5 Each agency shall maintain ownership of their respective equipment and shall be responsible for their maintenance.

6.6 Emergency Responder shall hold harmless and indemnify San Juan County, its Sheriff, and all and every person or persons aiding and assisting San Juan County and the Sheriff in the communication/dispatching from all damage, liability, cost, expense, actions, and judgments that shall or may arise, accrue, or be brought against them as a result of any failure of Emergency Responder’s equipment designed to receive emergency radio dispatch calls and/or as a result of Emergency Responder’s failure to respond to any dispatch or emergency medical rescue or fire suppression services.

6.7 San Juan County and/or the San Juan County Sheriff shall hold harmless and indemnify Emergency Responder, its chief and all and every person aiding and assisting Emergency Responder from all damage, liability, costs, expenses, actions and judgments that shall or may arise, accrue, or be brought against them as a result of the failure of San Juan County's equipment in receiving or dispatching emergency 911 response calls and/or as a result of San Juan County's negligence in failing to dispatch Emergency Responder for emergency 911 calls received by San Juan County pursuant to this Agreement.

6.8 Emergency Responder shall pay to San Juan County the sum of $10,434, for 911 answering service and dispatch service for the first year of this contract. In each of the following four years, the parties shall enter into a supplemental fee agreement for the fees for the coming year prior to December 1st. Any change shall be based on a formula that is used for all users.

6.9 The Emergency Responder will carry and maintain throughout the period of this Agreement, at the sole cost to the Emergency Responder, comprehensive general liability insurance in the amount of $1,000,000 to cover all classifications of work performed by the Emergency Responder under the scope of this Agreement, including errors and omissions coverage, and will also maintain auto liability insurance with the limits of $1,000,000 for each
person and $1,000,000 for each accident. The insurer shall be one authorized by the insurance commissioner to transact business in the state of Washington.

6.10 Certificates demonstrating insurance coverage shall be furnished to the County within fifteen (15) days of the execution of this Agreement. The maintenance of said insurance will not in any way affect the district’s obligation to indemnify the County, as provided elsewhere in this Agreement, but the maintenance of such insurance shall be a condition precedent to the continuance of this Agreement. Upon the request of the County, a complete copy of any insurance policy noted by the certificate shall be provided promptly.

VII. INDEPENDENT CONTRACTOR

7.1 San Juan County is not an agent or employee of Emergency Responder and is not authorized to act on behalf of Emergency Responder. The County and Emergency Responder each agree that they will treat the County as an independent contractor under this contract.

VIII. ASSIGNMENT OF AGREEMENT

8.1 San Juan County shall not assign its rights or delegate its duties under this Agreement without the prior written consent of Emergency Responder. However, the County may delegate any of the services to be provided hereunder to its regular employees or staff.

IX. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY

9.1 Emergency Responder and the Sheriff of San Juan County wish to enter into an Agreement to fulfill the legal obligations of Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, et seq., as amended ("HIPAA"). The Sheriff and Emergency Responder have historically worked to provide a common dispatching center for all emergency responders among the many islands of San Juan County and have developed dispatch procedures to provide efficient and effective medical services using a variety of technologies and mainland service providers.

9.2 The Sheriff shall carry out its obligations under this Agreement in compliance with the privacy regulations pursuant to HIPAA, to protect the privacy of any personally identifiable protected health information ("PHI") that is collected, processed or learned as a result of the services provided to Emergency Responder by the Sheriff Department. In conformity therewith, the Sheriff agrees to the following:

a. To not use or further disclose PHI except as permitted under this Agreement or allowed by law;

b. To use appropriate safeguards to prevent use or disclosure of PHI except as permitted by HIPAA;

c. To report to Emergency Responder any use or disclosure of PHI not provided for by this Agreement of which the Sheriff becomes aware;
d. To ensure that any agents or subcontractors to whom the Sheriff voluntarily provides PHI, or who have access to PHI, such as other agencies or companies providing support or maintenance to the Sheriff, agree to the same restrictions and conditions that apply to the Sheriff with respect to such PHI;

e. To make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health for purposes of determining compliance with HIPAA under this Agreement between the Sheriff and Emergency Responder; and,

f. To return or destroy all PHI received from, created by or received by the Sheriff on behalf of Emergency Responder at the termination of this Agreement, or, if return is infeasible, the protections of this Agreement will continue to extend to such PHI. After an additional seven (7) years, Emergency Responder will have no objections to the physical and electronic destruction of such PHI.

9.3 Notwithstanding any other provisions of this Agreement, this Agreement may be terminated by Emergency Responder, in its sole discretion, if Emergency Responder determines that the Sheriff has violated a term or provision of this Agreement pertaining to Emergency Responder obligations under the HIPAA privacy rule, or if the Sheriff engages in conduct which, if committed by Emergency Responder, would result in a violation of the HIPAA privacy rule by Emergency Responder.

X. DISPUTE RESOLUTION

10.1 Mediation. The parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation. Each party will pay its own attorneys’ fees and costs.

10.2 Arbitration.

a. Any controversy or claim arising out of or relating to this Agreement that is not resolved through mediation, shall be resolved by final and binding arbitration pursuant to RCW 7.04A. Demand for arbitration shall be made in writing to the other party. The arbitration shall be held in San Juan County before a single arbitrator selected by the Agreement of the parties. If the parties cannot agree upon an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the San Juan County Superior Court in accordance with the procedures set out in RCW 7.04A.110.

b. Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty (60) days after the date the arbitrator is appointed.

c. The parties agree that, with the exception of the circumstances set out in RCW 7.04A.230, the arbitrator’s decision shall be binding, final and not appealable to any court of law.
d. Each party shall pay its own costs of arbitration including attorneys’ fees. The arbitrator’s fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.

e. This Agreement shall be governed by the laws of the state of Washington, both as to interpretation and performance.

Agreed to and effective as of the date the last party executes this Agreement.

APPROVED this __________ day of __________________ 2009

SAN JUAN COUNTY
FIRE DISTRICT NO. 3
Steve Marler, Fire Chief

[Signature] 2/11/10
Date

Bob Jarman, Vice Chair

SAN JUAN COUNTY
FIRE DISTRICT NO. 3
BOARD OF FIRE COMMISSIONERS

SAN JUAN COUNTY SHERIFF
William G. Cumming, Sheriff

By: [Signature] 12-4-09
Date

John Jensen, Commissioner

APPROVED AS TO FORM ONLY
Randall K. Gaylord
San Juan County Prosecuting Attorney

[Signature] 12/3/09
Date